

**SETTLEMENT AGREEMENT AND RELEASE**

***THIS SETTLEMENT AGREEMENT AND RELEASE*** (the “Agreement”) is made and entered into between Caren Ehret (“Plaintiff” or “Ehret”), individually and in her representative capacity on behalf of the Class (as defined below), and defendant Uber Technologies, Inc. (“Uber” or “Defendant”). Plaintiff and Defendant are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

**I. RECITALS**

***WHEREAS***, on October 1, 2012, Plaintiff, individually and on behalf of other similarly situated individuals, filed suit against Defendant in the Circuit Court of Cook County, Illinois, entitled *Ehret v. Uber Technologies, Inc.*, Case No. 12 CH 36714, which suit was dismissed based on a forum selection clause contained in Defendant’s terms and conditions;

***WHEREAS***, on January 8, 2014, Plaintiff, individually and on behalf of other similarly situated individuals, re-filed suit against Defendant in the United States District Court for the Northern District of California, entitled *Ehret v. Uber Technologies, Inc.*, Case No. 3:14-cv-113 (the “Lawsuit”);

***WHEREAS***, Plaintiff alleged in the Lawsuit that Defendant represented to customers that it will automatically charge a 20% “gratuity” for its taxi service when it actually keeps a portion of that charge;

***WHEREAS***, Defendant denies that it ever kept any portion of any gratuity and denies the Plaintiff’s allegations regarding Uber’s representations related to these additional charges;

***WHEREAS***, on April 28, 2014, Plaintiff filed an Amended Complaint in the Lawsuit;

***WHEREAS***, on September 17, 2014, the Honorable Edward M. Chen entered an order granting in part and denying in part Defendant’s motion to dismiss the Amended Complaint. The Court denied the motion to dismiss with respect to Plaintiff’s claims predicated on Cal. Bus. & Prof. Code § 17200 and Cal. Civ. Code § 1770(a)(5), (9) and (14) and granted Defendant’s motion to dismiss with respect to Plaintiff’s claims predicated on Cal. Civ. Code § 1770(a)(13) and (16) and for breach of contract;

***WHEREAS***, on December 2, 2015, the Honorable Edward M. Chen entered an order granting in part and denying in part Plaintiff’s motion for class certification, certifying a portion of the requested class as a class action and defining the class as: “All individuals who received Uber’s e-mail with the representation that the 20% charge would be gratuity only, who then arranged and paid for taxi rides through Uber’s service from April 20, 2012 to March 25, 2013” (the “Class”) (each individual meeting the definition of the Class shall be referred to herein as a “Class Member”);

***WHEREAS***, the Class is being represented by Myron M. Cherry and Jacie C. Zolna of Myron M. Cherry & Associates, LLC, Hall Adams of the Law Offices of Hall Adams and

Michael Ram of Ram, Olson, Cereghino & Kopczynski LLP (the law firms of Myron M. Cherry & Associates, LLC, the Law Offices of Hall Adams and Ram, Olson, Cereghino & Kopczynski LLP shall collectively be referred to herein as "Class Counsel");

**WHEREAS**, the terms and conditions of the settlement set forth herein were reached after extensive, *bona fide*, arm's length negotiations among the Parties by their respective attorneys;

**WHEREAS**, the settlement of the Lawsuit is not an admission of liability on the part of Defendant;

**WHEREAS**, the Parties have completed a significant amount of discovery, investigated the facts and have analyzed the relevant legal issues with regard to the claims and defenses asserted in the Lawsuit. Based on these investigations, Plaintiff believes the Lawsuit has merit while Defendant believes the Lawsuit has no merit. The Parties have also each looked at the uncertainties of trial and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of this complex litigation, and the likely appeals of any rulings in favor of either Plaintiff or Defendant. After undertaking this investigation and analysis, Class Counsel believes that it is in the best interest of the Class to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the representations, covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged as evidenced by the execution of this Agreement, the Parties agree as follows:

## II. CLASS RELIEF

**1. Settlement Fund:** Defendant will place in escrow in an account created by the Settlement Administrator (as defined below) and Escrow Agent a settlement fund of no more than three hundred forty-three thousand eight hundred sixty-one dollars and forty-six cents (\$343,861.46) (the "Settlement Fund").

**2. Class Member Addresses for Settlement Checks:** Because Defendant does not maintain mailing addresses for Class Members, each Class Member must provide the Settlement Administrator a valid mailing address no later than forty-nine (49) days after the Settlement Administrator sends the Notice (as defined below) as set forth in Paragraph 8 below in order to receive his or her Class Member Payment (as defined below) via a settlement check. The email notice sent to Class Members pursuant to Paragraph 8 below shall include a hyperlink to a website at which Class Members can provide their mailing address pursuant to this Paragraph. With respect to Class Members who fail to timely provide a valid mailing address and who have an existing rider account with Uber, Defendant shall credit their Uber account in an amount equal to their individual Class Member Payment pursuant to Paragraphs 19-20 below.

**3. Timing of Class Member Payments:** If the Court enters a final and appealable order and/or judgment approving the settlement of this Lawsuit and the award of Class Counsel's

fees and costs (the "Final Approval Order"), the Settlement Administrator shall within twenty-eight (28) days after the Final Settlement Date mail the Class Member Payments to the Class Members who timely provided a mailing address. "Final Settlement Date" shall mean the date in which either of the following events has occurred: (a) if there is no appeal from the Final Approval Order, thirty-one (31) days after the Court enters the Final Approval Order and provides any objector notice that the Court entered the Final Approval Order, or (b) if an appeal is taken from the Final Approval Order, seven (7) days after a reviewing court either affirms the Final Approval Order or denies review, and all avenues of appeal have been exhausted or the time for seeking further appeals has expired.

**4. Deadline for Class Members to Cash Checks:** Class Members shall have sixty (60) days from the date Class Member Payments are mailed in which to cash their settlement checks after which time they will become void. With respect to Class Members who fail to cash their settlement checks within this time period and have an existing rider account with Uber, or, for those Class Members who do not timely provide a mailing address and who have an existing rider account with Uber, Defendant shall credit their Uber account in an amount equal to their individual Class Member Payment pursuant to Paragraphs 19-20 below.

### **III. CLASS NOTICE AND SETTLEMENT ADMINISTRATION**

**5. Retention of Settlement Administrator/Escrow Agent:** The Parties agree to the retention of KCC, LLC (the "Settlement Administrator") to create an escrow account for settlement funds and nominate an Escrow Agent, as well as to administer the notice and settlement administration process. Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement consideration (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(1) and the information reporting and withholding requirements of Treas. Reg. § 1.468B-2(l)).

**6. Class Member Data:** Within fourteen (14) days after the entry of an order granting preliminary approval of the settlement (the "Preliminary Approval Order"), Defendant shall provide the Settlement Administrator a report or other document setting forth the names and email addresses of all Class Members and for each such Class Member the total amount he or she paid from April 20, 2012 to March 25, 2013 (the "Class Period") for the 20% charge at issue in this Lawsuit (the "20% Charge"), to the extent such information is within Uber's possession, custody, or control.

**7. Class Member Payments:** As enumerated in this Agreement, each Class Member who provides a valid mailing address shall be sent a check in an amount that equals forty percent (40%) of the total 20% Charges paid by that Class Member during the Class Period. Under no circumstances shall the total amount of money and credits paid by Uber under this Agreement exceed three hundred sixty-three thousand eight hundred sixty-one dollars and forty-six cents (\$363,861.46); provided, however, that this limitation shall not apply to Uber's payment of Class Counsel's fees and costs ordered by the Court pursuant to Paragraph 17.

**8. Class Notice:** Within twenty-eight (28) days after the entry of the Preliminary Approval Order, Class Counsel shall, through the Settlement Administrator, send notice of this

settlement to the Class via email at the email addresses Class Members have on file for their Uber accounts in the form attached hereto as **Ex. A** (the “Notice”).

**9. CAFA:** The Parties: (a) acknowledge that it is their intent to consummate this Settlement, and (b) agree to cooperate to the extent reasonably necessary, and to exercise their best efforts, to effectuate and implement all terms and conditions of this Settlement and any applicable requirements under the Class Action Fairness Act of 2005. Settlement Administrator shall comply with the obligation to give notice under CAFA, 28 U.S.C. § 1715, in connection with the Settlement.

**10. Settlement Administration Website:** Within twenty-eight (28) days after entry of the Preliminary Approval Order, the Settlement Administrator will develop and activate a website that will generally describe the nature of the Lawsuit and provide a general outline of the terms of the proposed settlement. The website will also post a copy of the Amended Complaint (Doc. 40 in the Lawsuit), the Notice and this Agreement and shall be designed and constructed to electronically accept mailing addresses from Class Members pursuant to Paragraph 2 above. The specific URL that the Settlement Administrator uses for the website must be approved in advance and in writing by Defendant.

**11. Cost of Settlement Administration:** Separate and apart from the Settlement Fund, Defendant shall also pay an additional ten thousand dollars (\$10,000), and no more, for settlement administration fees and costs to the Settlement Administrator. Settlement and administration fees and costs include those for: (i) preparing, mailing and monitoring all necessary notices and related documents, including notice required under CAFA; (ii) developing, maintaining and operating a website specifically created for the settlement of the Lawsuit and the submission of Class Member mailing addresses as set forth in Paragraph 10 above; (iii) communicating with and responding to Class Members; (iv) computing settlement payments for Class Members; (v) establishing or maintaining an Escrow Account for Class Member Payments; (vi) retaining an Escrow Agent; and (vii) distributing payments to Class Members; as well as (viii) other fees and costs reasonably incurred by the Settlement Administrator in administering the settlement contemplated herein (collectively, the “Settlement Administration Costs”). A portion of the Settlement Administration Costs will also be paid from the Settlement Fund in an amount equal to the lesser of (i) thirty-five thousand dollars (\$35,000), or (ii) the total amount of all Class Member Payments for Class Members who no longer have an Uber rider account and who either failed to timely provide a mailing address to the Settlement Administrator as set forth above or failed to cash their settlement check within sixty (60) days after they were mailed. All remaining Settlement Administration Costs shall be incurred by Class Counsel, which amounts may be recoverable as costs pursuant to, and subject to the limitations set forth in, Paragraph 17 below.

**12. Class Member Report:** Within seventy (70) days after the date on which the Settlement Administrator sent the Notice as set forth in Paragraph 8 above (*i.e.*, twenty-one (21) days after the deadline for Class Members to provide a valid mailing address), the Settlement Administrator shall provide a report to Defendant, with a copy to Class Counsel, setting forth: (1) which Class Members timely provided a valid mailing address; and (2) which Class Members



failed to timely provide a valid mailing address as set forth in Paragraph 2 above (“Settlement Administrator’s Report No. 1”).

#### IV. RIGHT TO OPT-OUT OR OBJECT

**13. Exclusion/Opt-Out Requests:** Class Members may elect not to be part of the Class and not to be bound by this Agreement (*i.e.*, “opt-out”). To make this election, Class Members must mail a written request to the Settlement Administrator stating: (a) the name and case number of the Lawsuit: *Ehret v. Uber Technologies, Inc.*, Case No. 3:14-cv-113; (b) the full name, address, email address and telephone number of the person requesting exclusion; and (c) a statement that he or she wishes to be excluded from the Class and does not wish to participate in the settlement. Opt-out requests must be postmarked no later than forty-nine (49) days after the date on which the Settlement Administrator sent the Notice as set forth in Paragraph 8 above.

**14. Certification of Opt-Outs:** Within sixty-three (63) days after the date on which the Settlement Administrator sent the Notice as set forth in Paragraph 8 above (*i.e.*, fourteen (14) days after the deadline for opting-out), the Settlement Administrator shall provide Class Counsel a certification setting forth the names and contact information of all Class Members who opted out of the Class. Defendant, in the exercise of its sole discretion, shall have the right to terminate this Settlement no later than ten (10) days after being advised by the Claims Administrator in writing of the number of valid opt-outs if that number exceeds one percent (1%) of all Class Members. In order to exercise this right of termination, Defendant must notify Class Counsel within the ten (10) day period set forth in this Paragraph.

**15. Objections.** Any Class Member who has not submitted a timely written exclusion request pursuant to Paragraph 13 above and who wishes to object to the fairness, reasonableness or adequacy of the Agreement and the proposed settlement or to the attorneys’ fees and costs requested by Class Counsel, must do so by filing a written objection with the Court and delivering a copy of the objection to Class Counsel and Defendant’s counsel no later than forty-nine (49) days after the date on which the Settlement Administrator sent the Notice as set forth in Paragraph 8 above. It shall be the objector’s responsibility to ensure receipt of any objection by the Court, Class Counsel and Defendant’s counsel. To be considered by the Court, the objection must include: (a) the name and case number of the Lawsuit: *Ehret v. Uber Technologies, Inc.*, Case No. 3:14-cv-113; (b) the Class Member’s name, address, email address and telephone number; (c) a statement of each objection and the relief that the Class Member is requesting; and (d) a statement of whether the Class Member intends to appear, either in person or through counsel, at the final approval hearing. Any Class Member who files and serves a written objection, as described in this Paragraph, has the option to appear at the final approval hearing, either in person or through personal counsel hired at the Class Member’s expense, to object to the fairness, reasonableness or adequacy of this Agreement and the proposed settlement or to the attorneys’ fees and costs requested by Class Counsel. However, Class Members or their attorneys intending to make an appearance at the final approval hearing must include a statement of intention to appear in the written objection filed with the Court and delivered to Class Counsel and Defendant’s counsel, and only those Class Members who include such a statement may speak at the final approval hearing. If a Class Member intends to appear at the final approval hearing through personal counsel hired at their expense, he or she must also identify the

counsel's name, address and telephone number in his or her written objection. If a Class Member makes an objection or appears at the final approval hearing through an attorney, the Class Member will be responsible for his personal attorney's fees and costs.

#### **V. INCENTIVE AWARD AND CLASS COUNSEL'S FEES AND COSTS**

**16. Named Plaintiff's Incentive Award:** Separate and apart from the Settlement Fund, and subject to the Court's approval, Class Counsel agrees to seek on Plaintiff's behalf an incentive award of no more than ten thousand dollars (\$10,000) to be payable by Defendant.

**17. Class Counsel's Attorneys' Fees and Costs:** Class Counsel agrees to seek attorneys' fees and costs in an amount not to exceed four-hundred thirty-one thousand one hundred thirty-eight dollars and fifty-four cents (\$431,138.54). Class Counsel shall file its motion or petition supporting its request for attorneys' fees and costs with the Court no later than twenty-one (21) days prior to the deadline for Class Members to object to the Settlement as set forth above. Defendant agrees to pay the amount of Class Counsel's attorneys' fees and costs determined by the Court. The attorneys' fees and costs awarded to Class Counsel shall be paid by Defendant and be remitted to Myron M. Cherry & Associates, LLC within ten (10) days after the Final Settlement Date. The Court's refusal to grant Class Counsel the full amount of attorneys' fees and costs shall not be grounds for terminating this Agreement or any provision in this Agreement.

#### **VI. FUNDING OF SETTLEMENT**

**18. Funding of Settlement:** Within seven (7) days after the entry of the Preliminary Approval Order, Defendant shall remit ten thousand (\$10,000) to the Settlement Administrator for its share of the Settlement Administration Costs. Within ten (10) days after the Final Settlement Date, Defendant shall remit (i) to the Settlement Administrator for the Settlement Fund an amount equal to the lesser of (1) the sum of the Class Member Payments for those Class Members who provided addresses pursuant to the information contained in the Settlement Administrator's Report No. 1, plus an additional \$35,000 as set forth in Paragraph 11, or (2) three hundred forty-three thousand dollars eight hundred sixty-one dollars and forty-six cents (\$343,861.46), and (ii) to Class Counsel the amount of the Plaintiff's incentive award approved by the Court, not to exceed ten thousand dollars (\$10,000).

**19. Uber Account Credits:** Within twenty-one (21) days after the expiration of the sixty (60) day period for Class Members to cash their settlement checks as set forth in Paragraph 4 above, the Settlement Administrator shall provide a report to Defendant, with a copy to Class Counsel, setting forth which Class Members failed to timely cash their settlement checks ("Settlement Administrator's Report No. 2"). For all Class Members who have an existing Uber rider account and who either: (1) failed to timely provide a mailing address to the Settlement Administrator as set forth in Settlement Administrator's Report No. 1, or (2) failed to cash their settlement check within sixty (60) days after they were mailed as set forth in Settlement Administrator's Report No. 2, Defendant shall within twenty-eight (28) days after receipt of Settlement Administrator's Report No. 2 credit their Uber accounts in an amount equal to their individual Class Member Payment ("Uber Account Credits").

**20. Additional Pro Rata Uber Account Credits:** In the event the total amount of Class Member Payments and Uber Account Credits is less than three hundred eight thousand eight hundred sixty-one dollars and forty-six cents (\$308,861.46), then Defendant shall provide additional account credits so that the total Class Member Payments and Uber Account Credits equals three hundred eight thousand eight hundred sixty-one dollars and forty-six cents (\$308,861.46). These additional account credits shall be provided to all Class Members with an existing Uber rider account on a pro rata basis based upon the amount each Class Member paid in 20% Charges. Thirty (30) days after all Uber Account Credits have been applied, the remaining amount in the Settlement Fund, if any, shall be returned to Defendant by the Settlement Administrator.

## VII. RELEASE

**21. Plaintiff and Class Member Release:** Upon entry of the Final Approval Order, Plaintiff and all Class Members who do not validly and timely request to be excluded from the proposed settlement, and each of their respective successors, assigns, legatees, heirs and personal representatives release and forever discharge Defendant and its parents, subsidiaries, affiliates, related entities, predecessors, successors, assigns, agents, employees, administrators, attorneys, representatives of any kind, and all persons acting by, through, under or in concert with them, or any of them, from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which they have, may have, brought, or could have brought, arising out of or relating to any of the conduct that was the subject of this Lawsuit, including but not limited to any claim that Defendant misrepresented the nature of its gratuity charge and/or retained a portion of that charge (the "Released Claims"). In addition, upon entry of the Final Approval Order and upon Court approval of an Incentive Award in any amount, Plaintiff and each of her respective successors, assigns, legatees, heirs and personal representatives generally release and forever discharge Defendant and its parents, subsidiaries, affiliates, related entities, predecessors, successors, assigns, agents, employees, administrators, attorneys, representatives of any kind, and all persons acting by, through, under or in concert with it, or any of them, from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent that arose during the period from the beginning of Plaintiff's first interaction with Defendant through the date of the Final Approval Order (the "Generally Released Claims").

With respect to the Released Claims and Generally Released Claims, Plaintiff and all Class Members who do not validly and timely request to be excluded from the Settlement, and each of their respective successors, assigns, legatees, heirs and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Plaintiffs and all Class Members fully understand that the facts in existence at the time this Agreement is executed and entry of the Preliminary Approval Order may be different from the facts now believed by Plaintiff and Class Members and Class Counsel to be true and expressly accept and assume the risk of this possible difference in facts and agree that this Agreement remains effective despite any difference in facts. Further, Plaintiff and the Class Members agree that this waiver is an essential and material term of this release and the Agreement that underlies it and that without such waiver the Agreement would not have been accepted or agreed to.

#### **VIII. MISCELLANEOUS PROVISIONS**

**22. Final Approval Hearing:** In connection with her motion for preliminary approval of this Agreement and the settlement of this Lawsuit, Plaintiff shall request that a final approval hearing be held between ninety-eight (98) and one-hundred nineteen (119) days after the date on which the Settlement Administrator sent the Notice as set forth in Paragraph 8 above, subject to the Court's availability.

**23. Motion for Final Approval of Settlement:** Within twenty-eight (28) days prior to the final approval hearing, Class Counsel shall file a motion for final approval of the settlement. Class Counsel shall include with this motion a complete list of all Class Members who validly and timely excluded themselves from the Class.

**24. Status of Lawsuit If Settlement Is Not Approved:** This Agreement is being entered into for settlement purposes only. If the Court conditions its approval of either the Preliminary Approval Order or the Final Approval Order on any modifications of this Agreement (other than modifications to the time periods and dates described herein) that are not acceptable to all Parties, if the Court does not approve this Agreement or enter the Final Approval Order, or if the Final Settlement Date does not occur for any reason, then this Agreement will be deemed null and void *ab initio*.

**25. Change of Time Periods:** All time periods and dates described in this Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Class.

**26. Binding on Successors:** This Agreement binds and benefits the Parties' respective successors, assigns, legatees, heirs, and personal representatives.

**27. Entire Agreement:** This Agreement and the attached exhibits contain the entire agreement between the Parties and constitute the complete, final and exclusive embodiment of their agreement with respect to the settlement of the Lawsuit. This Agreement and the attached exhibits supersede any and all prior agreements, arrangements or understandings, whether written or oral, express or implied, between them relating to the subject matter hereof. The



Parties agree that there are no understandings, written, oral, express, implied or otherwise, except as set forth in this Agreement and the attached exhibits, and that in entering into this Agreement, no Party has relied, or is entitled to rely, upon any promise, inducement, representation, statement, assurance or expectation unless it is contained herein in writing.

**28. Exhibits:** The exhibits to this Agreement are integral parts of the Agreement and are incorporated into this Agreement as though fully set forth herein.

**29. Recitals:** The Recitals are incorporated by this reference and are part of this Agreement.

**30. Modifications and Amendments:** No amendment, change or modification to this Agreement will be valid unless in writing signed by the Parties or their counsel.

**31. Construction and Interpretation:** Neither the Parties nor any of the Parties' respective attorneys will be deemed the drafter of this Agreement for purposes of interpreting any provision in this Agreement in any judicial or other proceeding that may arise between them. This Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or affect.

**32. Counterparts:** This Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitutes one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or PDF or other electronic copies of executed copies of this Agreement shall be treated as originals.

**33. Severability:** If, after final approval of this Agreement by the Court, any provision of this Agreement is declared by the Court to be invalid, void or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

**34. Waiver:** No delay on the part of either Party in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude the further exercise thereof, or the exercise of any other right, power or remedy.

**35. Governing Law:** This Agreement shall be governed and interpreted in accordance with the laws of the State of California and without regard to conflict of laws principles.

**36. Attorneys' Fees and Costs:** Other than the payment of administration costs and Class Counsel's attorneys' fees and costs in accordance with Paragraphs 11 and 17 above, each Party shall bear their own attorneys' fees and costs relating in any way to the Lawsuit or this Agreement, or the subject matter of any of them.

**37. Settlement of Disputed Claims:** This Agreement reflects the Parties' compromise and settlement of disputed claims. The provisions of this Agreement, and all related

drafts, communications and discussions, cannot be construed as or deemed to be evidence of an admission or concession of any point of fact or law by any Party. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be admissible as evidence in any pending or future civil, criminal or administrative action or proceeding to establish liability or admission by any Party, except in any proceeding brought to enforce this Agreement.

**38. Parties Represented by Counsel:** The Parties acknowledge that: (a) the Plaintiff has been represented by counsel of her own choosing, and that the Class has been represented by court-appointed counsel, during the negotiation and preparation of this Agreement; (b) the Defendant has been represented by counsel of its own choosing; (c) they have read this Agreement and are fully aware of its contents; and (d) their respective counsel fully explained to them the Agreement and its legal effect. The Parties executed this Agreement voluntarily and without duress or undue influence.

**39. No Admission of Liability:** Defendant is entering into this Agreement in order to compromise and resolve disputed claims that they believe are of doubtful validity so as to avoid further litigation given the current posture of the case. Defendant, by entering into this Agreement, does not admit liability and in fact expressly denies liability.

**40. Authorization:** Each of the Parties represents that they have all necessary power and authority to enter into this Agreement and to carry out such Party's obligations hereunder. Each signatory below represents that he or she is fully entitled and duly authorized to enter into this Agreement on whose behalf he or she is signing.

**41. Cooperation to Obtain Court Approval:** The Parties agree to cooperate fully to execute any documents and take all additional actions which are consistent with and which may be necessary or appropriate to secure the Court's preliminary and final approval of this Agreement.

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Dated: July 14, 2016

CAREN EHRET



Caren Ehret,  
Individually and in her representative capacity

Dated: July 17, 2016

CLASS COUNSEL

\_\_\_\_\_  
Myron M. Cherry, as Class Counsel

\_\_\_\_\_  
Jacie C. Zohna, as Class Counsel

  
\_\_\_\_\_  
Hall Adams, as Class Counsel

\_\_\_\_\_  
Michael Ram, as Class Counsel

Dated: July \_\_\_, 2016

UBER TECHNOLOGIES, INC.

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_  
On behalf of Uber Technologies, Inc.

Dated: July \_\_, 2016

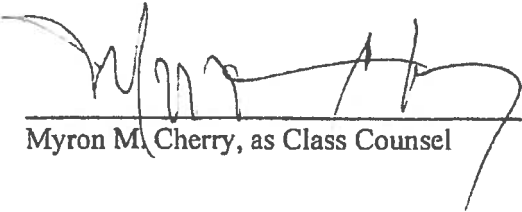
**CAREN EHRET**

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Caren Ehret,  
Individually and in her representative capacity

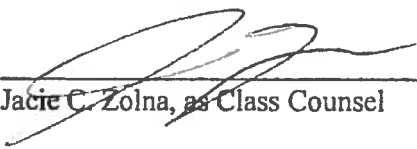
Dated: July 15, 2016

**CLASS COUNSEL**



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Myron M. Cherry, as Class Counsel




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Jacie C. Zolna, as Class Counsel

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Hall Adams, as Class Counsel



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Michael Ram, as Class Counsel

Dated: July \_\_, 2016

**UBER TECHNOLOGIES, INC.**

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By: \_\_\_\_\_

Title: \_\_\_\_\_  
On behalf of Uber Technologies, Inc.



Dated: July \_\_, 2016

CAREN EHRET

\_\_\_\_\_  
Caren Ehret,  
Individually and in her representative capacity

Dated: July \_\_, 2016

CLASS COUNSEL

\_\_\_\_\_  
Myron M. Cherry, as Class Counsel

\_\_\_\_\_  
Jacie C. Zolna, as Class Counsel

\_\_\_\_\_  
Hall Adams, as Class Counsel

\_\_\_\_\_  
Michael Ram, as Class Counsel

Dated: July 20, 2016

UBER TECHNOLOGIES, INC.

\_\_\_\_\_  
By: Angele Padilla  
Title: Associate General Counsel  
On behalf of Uber Technologies, Inc.