

# **EXHIBIT A**

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

**If you have used the Uber App as a driver, a class action lawsuit may affect your rights.**

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

- A class action lawsuit has been filed against Uber Technologies, Inc. (“Uber”) by four drivers who have used the Uber App (the “App”) on behalf of drivers who have used the App in California. The plaintiffs in the lawsuit allege that they and other drivers in California should be classified as employees, and that Uber has therefore violated sections of the California Labor Code by not reimbursing drivers for certain expenses and not passing along to drivers the part of the fare that they allege represents a tip.
- The Court has certified the following class to pursue the reimbursement claim (as to vehicle-related and phone expenses, but not other expenses) and the tips claim, which include the misclassification question (i.e., whether drivers are or are not Uber’s employees):

“All UberBlack, UberX, and UberSUV drivers who have driven for Uber in the state of California [from] August 16, 2009 ~~Uber’s suggestion: up to and including December 9, 2015; Plaintiffs’ suggestion: up to and including a date to be determined~~, and meet all of the following requirements: (1) who signed up to drive directly with Uber or an Uber subsidiary under their individual name, and (2) are/were paid by Uber or an Uber subsidiary directly and in their individual name.”

- The Court has not decided whether Uber has done anything wrong or whether drivers who use the App are Uber’s employees. There is no money available now and no guarantee that there will be. However, as a member of the class described above, your legal rights are affected. Please read the following page, which contains important information regarding your legal rights and options in this lawsuit.
- As a member of the class, you have a choice to make now:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>DO NOTHING</b>	<p><b>Stay in this lawsuit. Await the outcome. Give up certain rights.</b></p> <p><del>By doing nothing, you will</del> <input checked="" type="checkbox"/> <b>remain a member of the class and</b> <del>Uber’s suggestion: be bound by any judgment that you are or are not an employee of Uber and; Plaintiffs oppose this language because Plaintiffs’ position is that if the plaintiffs prevail in this case, all Uber drivers will legally be</del></p>

QUESTIONS? VISIT [www.uber.com](http://www.uber.com)

	<p><del>employees regardless of whether they stayed in the case, so Plaintiffs contend this language is misleading</del> keep the possibility of getting money or benefits that may come from a trial or a settlement. But, you give up any rights to sue Uber separately about the same legal claims in this lawsuit.</p>
<p><b>ASK TO BE EXCLUDED</b></p>	<p><b>Get out of this lawsuit. Get no benefits from it. Keep rights.</b></p> <p>If you ask to be excluded and money or benefits are later awarded, you won't share in those. But, you keep any rights to sue Uber separately about the same and related legal claims in this lawsuit, including any claims for additional expenses that are not being pursued by Plaintiffs in this case.</p>

- Your options are explained in this notice. To ask to be excluded from the lawsuit, you must act before **Month 00, 0000**.
- Plaintiffs' lawyers must prove the claims against Uber at a trial. The jury ~~[Plaintiffs oppose the inclusion of the word jury, since, as explained in the CMC statement, they are prepared to withdraw the stand-alone Sec. 2802 claim in this case so that the remaining UCL claims would be tried to the Court]~~ trial is scheduled to begin on June 20, 2016. If you are found to be Uber's employee and money or benefits are obtained from Uber, you will be notified about how to ask for a share.
- Any questions? Read on and visit **www.\_\_\_\_\_.com**. **[a court-approved website providing information/notice regarding the case has not yet been created]**

(separate bullet point) The Court has determined that the arbitration provision of the most recent Technology Services Agreement issued by Uber on or about December 11, 2015 will not have any effect on your claims asserted in this lawsuit. The arbitration provision will still apply to any other claims you have that are brought in other class action lawsuits.

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## BASIC INFORMATION

### 1. Why did I get this notice?

Uber’s records show that you are a member of the class of individuals covered by this litigation. This notice explains that the Court has allowed, or “certified,” a class action litigation that may affect you. As a member of the class, you have legal rights and options that you may exercise before the Court holds a jury trial. The jury ~~[Plaintiffs object to the inclusion of the word jury, as explained above]~~ trial is to decide whether the claims being made against Uber, on your behalf, are correct. Judge Edward M. Chen of the United States District Court for the Northern District of California is overseeing this class action. The lawsuit is known as *Douglas O’Connor et al v. Uber Technologies, Inc.*, Case No. 13-03826-EMC.

### 2. What is this lawsuit about?

This lawsuit is about whether Uber has misclassified drivers as independent contractors, as opposed to its employees. If so, this lawsuit will determine whether part of the fare includes a tip that Uber ~~[Plaintiffs object to the inclusion of the word allegedly]~~ allegedly failed to pass along to drivers and whether Uber must reimburse drivers for certain vehicle-related and phone expenses.

### 3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” In this case, two of the individuals who initiated this lawsuit, Mr. Elie Gurfinkel and Mr. Matthew Manahan, are Class Representatives. Together, the Class Representatives and Class Members are called the Plaintiffs. The company that has been sued—in this case Uber—is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who chose to exclude themselves from the class.

### 4. Why is this lawsuit a class action?

The Court decided that the claims in this lawsuit can proceed as a class action because they meet the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court found that:

- The size of the Class is so large that it would be impractical to join each Class Member as a party to this lawsuit;
- There are legal questions and facts that are common to each Class Member;
- The Class Representatives’ claims are typical of the claims of the rest of the Class;
- The Class Representatives and the lawyers representing the Class will fairly and adequately represent the Class’ interests;

- The common legal questions and facts are more important than questions that affect only individuals; and
- This class action will be more efficient than having many individual lawsuits.

More information on why the Court is allowing the lawsuit to be a class action is in the Court’s Order Certifying the Class, which is available at [\[website\]](#).

## THE CLAIMS IN THE LAWSUIT

### 5. What does the lawsuit complain about?

In this lawsuit, Plaintiffs claim that Uber has misclassified drivers as independent contractors and that drivers should be classified as Uber’s employees.

~~[PLAINTIFFS BELIEVE THAT UBER’S PROPOSED LANGUAGE IN THE NEXT SECTION INAPPROPRIATELY CONTAINS UBER’S ARGUMENT ABOUT WHY IT IS NOT LIABLE UNDER THE LAW. PLAINTIFFS BELIEVE THAT UBER’S STATEMENT IN THE NEXT SECTION SHOULD SIMPLY STATE THAT UBER DENIES THE PLAINTIFFS’ CLAIMS, RATHER THAN EXPLAINING ITS DEFENSE AS TO WHY THE DRIVERS ARE NOT EMPLOYEES. IF UBER IS PERMITTED TO INCLUDE ITS DEFENSE, THEN PLAINTIFFS WOULD WANT TO INCLUDE THE FOLLOWING LANGUAGE]~~

~~[UBER STATES THAT THE FEDERAL JUDICIAL CENTER SAMPLE, WHICH THE COURT REQUESTED THAT THE PARTIES ADHERE TO, ALLOWS FOR A STATEMENT OF UBER’S POSITION. UBER HAS NOT ELABORATED ON ITS “DEFENSES” AS PLAINTIFFS CONTEND. IF PLAINTIFFS ARE ALLOWED TO INCLUDE ANY OF THE LANGUAGE IN PARENTHESES BELOW, THEN UBER RESERVES THE RIGHT TO INCLUDE A MORE FULSOME DISCUSSION OF ITS LITIGATION POSITION AND DEFENSES. UBER NOTES THAT IT DOES NOT OBJECT TO, AND PLAINTIFFS HAVE INCLUDED BELOW, A RESPONSE TO THE SHORT DESCRIPTION OF UBER’S POSITION IN THE FOLLOWING SECTION.]~~

[Plaintiffs contend that drivers are employees under the California Labor Code. California Labor Law considers the following factors in determining whether a worker is an employee or an independent contractor:

- (a) the degree of control exercised by the putative employer, including particularly the employer’s right to terminate the worker at will;
- (b) whether the services performed by the worker is an integral part of the employer’s business;
- (c) whether the one performing services is engaged in a distinct occupation or business;
- (d) the kind of occupation, with reference to whether, in the locality, the work is usually done under the direction of the principal or by a specialist without supervision;
- (e) the skill required in the particular occupation;
- (f) whether the principal of the worker supplies the instrumentalities, tools, and the place of work for the person doing the work;
- (g) the length of time for which the services are to be performed;
- (h) the method of payment,

whether by the time or by the job; (i) whether or not the work is a part of the regular business of the principal; and (j) whether or not the parties believe they are creating the relationship of employer-employee.

Under California Labor Law, a court or jury must consider the application of these factors.†

Plaintiffs contend that it is not dispositive that a worker does not have a fixed schedule, does not have a minimum amount of time they have to work, does not have a geographic territory assigned to them, or is permitted to engage in another occupation or business, including working for a competitor. Plaintiffs further claim that because these drivers are employees, they are entitled to be reimbursed for certain expenses, and because Uber did not pass along to these drivers the part of the fare that they allege represents a tip, Uber violated the California Labor Code. You can read the Complaint Plaintiffs submitted at [\[website\]](#).

## 6. What is Uber’s position?

Uber disputes Plaintiffs’ claims, and denies that it did anything wrong. With regard to the employment classification question, Uber’s position is that drivers who use the App are not Uber’s employees, and that Uber does not control them like an employer would. For example, Uber’s position is that it never sets drivers’ schedules, never requires them to log into the Uber App for any minimum amount of time, never requires them to accept any particular trip request received via the Uber App, never assigns them a geographic territory, never restricts them from engaging in another occupation or business, and never restricts them from simultaneous use of other apps like Lyft and Sidecar.

With regard to the tips claim, Uber’s position is that the fare does not include a tip, and Uber has not withheld any tips from drivers. With regard to the expense reimbursement claim, Uber’s position is that drivers are not Uber’s employees, and are not entitled to expense reimbursement under the California Labor Code. Uber’s Answer to the Complaint is also at the [\[website\]](#).

## 7. Has the Court decided who is right?

The Court hasn’t decided which side is <sup>right</sup> correct. By establishing the Class and issuing this Notice, the Court is not suggesting that Plaintiffs will win or lose this case. Plaintiffs must prove their claims at a jury ~~[Plaintiffs object to the word jury]~~ trial, which is scheduled to begin on June 20, 2016. (See “The Trial” below on page 9) ← [\(Correct page number\)](#)

## 8. What are Plaintiffs asking for?

Plaintiffs want Uber to classify drivers as Uber’s employees instead of independent contractors. Plaintiffs also want to recover the full amount of any tips that they allege are included as part of a fare for a ride generated by the Uber App, as well as reimbursement for certain vehicle-related and phone expenses they allege they have incurred in order to transport passengers.

Plaintiffs will seek reimbursement of class members’ vehicle-related expenses based upon the IRS mileage reimbursement rate for all miles that Uber’s records show that class members have driven transporting Uber passengers. The IRS reimbursement rate (which is currently 57.5 cents

per mile) covers the following expenses: (1) depreciation or lease payments on a vehicle; (2) maintenance & repairs; (3) tires; (4) gas; (5) oil; (6) insurance; and (7) license and registration fees. Plaintiffs will not seek reimbursement of any expenses other than the vehicle-related expenses based upon the IRS mileage reimbursement rate and phone expenses.

~~[Uber objects to the following statement, and Plaintiffs ask that it be included: For any class members who wish to obtain additional expense reimbursement (for expenses that are not covered by the IRS mileage reimbursement rate), class members are free to do so, either through separate proceedings that they may initiate on their own, or through this lawsuit, pursuant to instructions that will be provided at a later date (assuming that the plaintiffs prevail in establishing that they were misclassified as independent contractors).]~~

#### **9. Is there any money available now?**

No money or benefits are available now because the Court has not yet decided whether Uber did anything wrong, and the two sides have not settled the case. There is no guarantee that money or benefits ever will be obtained. If they are, you will be notified about how to ask for a share.

### **WHO IS IN THE CLASS**

#### **10. Which drivers are included?**

Judge Chen determined that you are part of the Class if you meet the following criteria:

- A. You used the App to provide transportation services requested through the UberBlack, UberX, or UberSUV platforms in the state of California at any time from August 16, 2009 up to and including December 9, 2015 ~~[Plaintiffs object to this being stated as the end date; see above];~~
- B. You signed up to use the App directly with Uber or an Uber subsidiary under your individual name (e.g., not a corporate or fictitious name); and
- C. You received payments directly from Uber or an Uber subsidiary and under your individual name (e.g., not a corporate or fictitious name).

#### **11. Which drivers are not included in the Class?**

The following groups of drivers are not included in the Class:

- A. Drivers who signed up to use the App with Uber or an Uber subsidiary through a corporate or fictitious name.
- B. Drivers who signed up to use the App to drive for the account of a third-party transportation company, such as a limousine company.
- C. Drivers who did not use the App on or prior to December 9, 2015. ~~[Plaintiffs object to the inclusion of this end date]~~



by calling the toll free number, 1-800-000-0000. You may also send questions to the Notice Administrator at [e-mail address] or [P.O. Box 0000, City, ST 00000].

**12. I'm not sure if I am included.**

If you are not sure whether you are included, you can get free help at [website], ~~or by calling or writing to Plaintiffs' lawyers in this case, at the phone number or address listed in question 23.~~

**YOUR RIGHTS AND OPTIONS**

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this now.

**13. What happens if I do nothing at all?**

You don't have to do anything now if you want to keep the possibility of ~~[Uber proposes this language, which Plaintiffs object to, see above]~~ being classified as Uber's employee and getting money or benefits from this lawsuit. By doing nothing you are staying in the Class. If you stay in and Plaintiffs prove that you are Uber's employee and obtain money or benefits, either as a result of the trial or a settlement, you will be notified about how to apply for a share (or how to ask to be excluded from any settlement). Keep in mind that if you do nothing now, regardless of whether Plaintiffs win or lose the trial, you will not be able to sue Uber—as part of any other lawsuit—about the same legal claims that are the subjects of this lawsuit. You will also be legally bound by all of the orders the Court issues and judgments the Court makes in this class action, ~~[Uber proposes this language, which Plaintiffs object to, see above]~~ including any orders or judgments regarding Plaintiffs' claim that you are an employee of Uber.

**14. Why would I ask to be excluded?**

If you exclude yourself from the Class—which also means to remove yourself from the Class, ~~and is sometimes called "opting-out" of the Class—you won't [Uber proposes this language, which Plaintiffs object to, see above]~~ be bound by any determination that Class members are or are not Uber's employees or get any money or benefits from this lawsuit even if Plaintiffs obtain them as a result of the trial or from any settlement (that may or may not be reached) between Uber and Plaintiffs. However, you may then be able to file your own suit against Uber for claims that are the same or similar to the claims being raised in this lawsuit. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

**if you want to use a lawyer**

If you start your own lawsuit against Uber after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start your own lawsuit against Uber, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

**15. How do I ask the Court to exclude me from the Class?**

~~To ask to be excluded, you must send an "Opt-Out Request" by email or mail to Plaintiffs' counsel, stating that you want to be excluded from O'Connor v. Uber. Be sure to include your name and address in the email or letter. You must email or mail your Opt-Out Request postmarked by Month 00, 0000, to the email or mailing address set forth below. [Uber proposes~~

~~and Plaintiffs object to an “Opt Out Request Form at the website, [website]. Plaintiff Defendant any and all “Opt Out Request and all communications related to your~~

To ask to be excluded, you must send a written request in the form of an email or a letter sent by mail, stating that you want to be excluded from *O'Connor v. Uber*. Be sure to include your name and address in the email or letter. You must email or mail your request to be excluded from the class postmarked by **Month 00, 0000**, to the email or mailing address set forth below.

~~**Plaintiffs’ Counsel**~~

~~Shannon Liss-Riordan, Esq.  
Adelaide Pagano, Esq.  
Lichten & Liss-Riordan, P.C.  
729 Boylston Street, Suite 2000  
Boston, MA 02116~~

**[Notice Administrator]**

P.O. Box 0000  
City, ST 00000  
[email address]

excluding yourself from

Please note that ~~“opting-out”~~ of the Class is different from “opting-out” of the arbitration clause, which you may have previously heard about. If you ~~“opt-out”~~ of the class, you will not be eligible for any recovery that may be obtained in this lawsuit.

exclude yourself from

**16. Can Uber retaliate against me for participating in this case?**

No, it is against the law for Uber to retaliate against you for participating in this lawsuit.

**THE LAWYERS REPRESENTING YOU**

**17. Do I have a lawyer in this case?**

The Court decided that Ms. Shannon Liss-Riordan, Esq. and Ms. Adelaide Pagano, Esq. of the law firm Lichten & Liss-Riordan, P.C. are qualified to represent you and all Class Members. These lawyers are called “Class Counsel.” They are experienced in handling similar cases against other defendants. If you have questions about the lawsuit or your rights in this case, you can contact them at the address below:

**Plaintiffs’ Counsel**

Shannon Liss-Riordan, Esq.  
Adelaide Pagano, Esq.  
Lichten & Liss-Riordan, P.C.  
729 Boylston Street, Suite 2000  
Boston, MA 02116  
(617) 994-5800  
sliss@llrlaw.com  
Erin O’Reilly, Legal Assistant, eoreilly@llrlaw.com

**18. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

**19. How will the lawyers be paid?**

If Class Counsel get money or benefits for the Class, they may ask the Court for fees and expenses. You won't have to pay these fees and expenses. If the Court grants Class Counsel's request, the fees and expenses would be either deducted from any money obtained for the Class or paid separately by Uber.

Counsel's

**THE TRIAL**

The Court has decided to allow this lawsuit to proceed to a jury trial to decide who is right in this case. ~~Plaintiffs object to including jury~~

**20. How and when will the Court decide who is right?**

As long as the case isn't resolved by a settlement or otherwise, Class Counsel will have to prove Plaintiffs' claims at a jury trial. The jury trial is scheduled to begin on June 20, 2016. During the trial, a jury will hear all of the evidence to help them reach a decision about whether Plaintiffs or Uber are right about the claims in the lawsuit. There is no guarantee that Plaintiffs will win, or that they will get any money for the Class. ~~Plaintiffs object to including jury~~

**21. Do I have to come to the trial?**

You do not need to attend the trial. Class Counsel will present the case for Plaintiffs, and Uber will present the defenses. You or your own lawyer are welcome to come at your own expense.

**22. Will I get money after the trial?**

If Plaintiffs obtain a judgment that drivers are Uber's employees and money or benefits as a result of the trial or settlement, you will be notified about how to participate. We do not know how long this will take.

**GETTING MORE INFORMATION**

**23. Are more details available?**

Visit the website, [\[website\]](#), where you will find the Court's Orders Certifying the Class, the Complaint that Plaintiffs submitted, ~~Plaintiffs object to an Opt Out Request form~~ and the Opt

and Uber's Answer to Plaintiffs' Complaint.

QUESTIONS? VISIT [www.uber.com](http://www.uber.com)

~~Out Request form.~~ You may also speak to one of the lawyers by calling [dedicated number] or writing to [dedicated address].

**PLEASE DO NOT CALL THE COURT**

Dated: **Month 00, 0000**

Clerk of the Court for the United States District  
Court for the Northern District of California

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

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

**NOTICE THAT YOU ARE NOT INCLUDED IN A CLASS ACTION  
AGAINST UBER TECHNOLOGIES, INC.**

Dear current or former Uber driver:

This notice is to provide you important information regarding a class action lawsuit that has been filed against Uber Technologies, Inc., alleging that Uber has misclassified its drivers as independent contractors, in violation of California wage laws. The lawsuit is called O'Connor et al v. Uber Technologies, Inc., C.A. No. 13-03826-EMC, and it is pending in the U.S. District Court for the Northern District of California.

~~You may have heard about this lawsuit, as it has been widely publicized in the news.~~ The case alleges that Uber drivers are entitled to reimbursement for expenses that have been necessary for them to perform their work for Uber. The case also alleges that Uber has failed to remit to drivers the total proceeds of gratuities that they allege that Uber has informed customers are included in the Uber fare.

certain

The Court has now certified this case as a class action, and ~~so~~ it includes certain individuals who have driven for Uber in California. However, based on Uber's records, you are not a member of the class and so you will not be included in the case, or able to obtain any recovery the plaintiffs may obtain from the case.

You are not included in this case because the Court excluded the following categories of drivers from the class action: (1) drivers who contracted to drive for Uber (or its subsidiary Raisier) through a corporate or fictitious name; and (2) drivers who contracted to drive for Uber through an intermediary transportation company (like a limo company).

The fact that you have been excluded from the class action does not mean that the Court has ruled on whether the claims that were filed on your behalf are legally correct or not. The Court has simply decided that the claims of the drivers who fall into the categories listed above cannot be tried together with the claims of the drivers who were included in the class (~~that is, those drivers who contracted directly with Uber or its subsidiary Raisier, and those drivers who contracted using, and received payments to, their own name~~).

for gratuities and expense reimbursement

Thus, if you want to pursue the claims that have been asserted in this case on behalf of Uber drivers, you will need to take action.

Please note also, that if you currently drive for Uber, you have recently been asked by Uber to agree to a new contract. This contract contains a revised arbitration clause that may prevent you from bringing a legal claim against Uber in court and may prevent you from becoming a member of any other class actions that may be filed. ~~You are free to “opt out” of this arbitration clause if you want to retain your right to bring a claim against Uber in court or become a member of a class action. To “opt out” of the arbitration clause, you must send an email to [optout@uber.com](mailto:optout@uber.com) within 30 days, stating your name and that you wish to opt out of the arbitration clause. Uber cannot retaliate against you for opting out of the arbitration clause.~~

~~If you have any questions about this notice, you may contact the lawyers who are representing the Uber drivers in this lawsuit. Their contact information is:~~

~~Shannon Liss Riordan, Esq.  
Adelaide Pagano, Esq.  
LICHTEN & LISS RIORDAN, P.C.  
729 Boylston Street, Suite 2000  
Boston, MA 02116  
(617) 994 5800  
[sliss@llrlaw.com](mailto:sliss@llrlaw.com)  
Erin O'Reilly, Legal Assistant, [eoreilly@llrlaw.com](mailto:eoreilly@llrlaw.com)~~

You have been sent or will shortly be sent a new notice explaining your rights and opportunity to opt out of the arbitration clause.

~~You may also contact other counsel of your choice at your own expense.~~