

U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Court Notice Regarding Misleading Communication
Case of *O'Connor v. Uber Technologies, Inc.*,
No. 13-cv-03826-EMC (N.D. Cal.)

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

- You are a member of a certified class action in the above-captioned lawsuit filed against Uber Technologies, Inc. (“Uber”) by drivers who used the Uber smartphone application. The drivers allege they should be classified as employees and are entitled to reimbursement for their expenses and for tips that were not distributed to them. Uber denies these allegations.
- Currently, the U.S. Court of Appeals for the Ninth Circuit is reviewing whether this case may proceed as a class action and whether some drivers’ claims must be pursued in arbitration.
- You are receiving this corrective notice because the Court recently learned that the law firm Lichten & Liss-Riordan P.C. sent you a misleading e-mail. The e-mail wrongly suggested that (a) you were required to take action now to continue pursuing your claims as a class member; and (b) you were required to sign a retainer agreement with Lichten & Liss-Riordan P.C. to pursue your claims in arbitration. **That information was not correct.**
- **You are not required to take any action to continue being a member of the certified class.** You will continue being a member unless the Court decertifies the class. If that happens, the Court will send you an official notice explaining your options.
- **You are not required to retain Lichten & Liss-Riordan P.C. to pursue your claims in arbitration.** If the Court of Appeals determines your claims must be pursued individually in arbitration, the District Court will send you an official notice. If you decided to pursue individual arbitration, you have the right to retain any attorney of your choice, or no attorney at all. You may **but are not obligated** to retain Lichten & Liss-Riordan P.C. for that purpose.
- If you already submitted a retainer agreement to Lichten & Liss-Riordan P.C. based on the inaccurate information you received, you **may** (by sending a written notice to Lichten & Liss-Riordan P.C.) but are **not required** to withdraw from that agreement.

PLEASE DO NOT CALL THE COURT

Dated: [DATE]

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