

EXHIBIT A

- IMPORTANT: This Arbitration Provision will require you to resolve any claim that you may have against Uber on an individual basis, except as provided below, pursuant to the terms of the Agreement unless you choose to opt out of the Arbitration Provision. Except as provided below, this provision will preclude you from bringing any class, collective, or representative action (other than actions under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 *et seq.* (“PAGA”)) against Uber, and also precludes you from participating in or recovering relief under any current or future class, collective, or representative (non-PAGA) action brought against Uber by someone else.

- **Cases have been filed against Uber and may be filed in the future involving claims by users of Uber Services and Software, including by drivers. You should assume that there are now, and may be in the future, lawsuits against Uber alleging class, collective, and/or representative (non-PAGA) claims on your behalf, including but not limited to claims for tips, reimbursement of expenses, and employment status. Such claims, if successful, could result in some monetary recovery to you.**

- The following putative and certified class actions have been filed against Uber by drivers, and are currently pending in the United States District Court for the Northern District of California. (Other actions have been filed against Uber in other jurisdictions; the following list does not include all actions pending against Uber.)

- **O’CONNOR V. UBER TECHNOLOGIES, INC., ET AL., CASE NO. CV 13-03826-EMC (N.D. Cal.).** In this action, plaintiffs allege that drivers ~~throughout the country in California~~ who use Uber should be classified as employees of Uber and not independent contractors, and that they are entitled to certain expense reimbursements and tips. The Court has certified the following class to pursue the expense reimbursement claim (as to vehicle-related and phone expenses, but

in California

not other expenses) and the tips claim, which include the misclassification question (i.e., whether drivers are employees or independent contractors): “All UberBlack, UberX, and UberSUV drivers who have driven for Uber in the state of California from August 16, 2009, up to and including December 9, 2015, 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.” Drivers who do not meet these criteria are not part of the certified class. This case is scheduled to proceed to trial on behalf of the certified class. The Court has ruled that this arbitration provision will not prevent drivers who are members of the certified class from participating in this class action. However, unless you opt out of the arbitration provision within 30 days from accepting this agreement, drivers who are not members of the certified class—including drivers outside California—may be prevented from participating in this case if the plaintiffs successfully appeal the Court’s limitation of the case to California drivers.—The contact information for plaintiffs’ counsel in the O’Connor matter is as follows: Shannon Liss-Riordan, Lichten & Liss-Riordan, P.C., 729 Boylston Street, Suite 2000, Boston, MA 02116, Telephone: (617) 994-5800, Fax: (617) 994-5801, Email: sliss@llrlaw.com.

▪ YUCESOV ET AL. V. UBER TECHNOLOGIES, INC., ET AL., CASE NO. 3:15-CV-00262-EMC (N.D. Cal.). In this action, plaintiffs allege that drivers who use Uber in Massachusetts should be classified as employees of Uber and not independent contractors, and that they are entitled to tips, expense reimbursements, overtime pay, and minimum wages. The contact information for plaintiffs’ counsel in this matter is as follows: Shannon Liss-Riordan, Lichten & Liss-Riordan, P.C., 729 Boylston

EXHIBIT B

Proposed Corrective Cover Letter

Beginning today, the next time you log onto the Uber app, you will receive a pop-up notification about a new driver-partner agreement. You will be prompted to accept the new agreement before you can continue to go online and begin accepting trips. This agreement governs your relationship with Uber, so it is important that you read it.

The new driver-partner agreement contains an updated arbitration provision, among other changes and updates. Arbitration is not a mandatory condition of your contractual relationship with Uber. If you do not want to be subject to the updated arbitration provision, you may opt out of the updated arbitration provision within thirty (30) days of the date you execute the new driver-partner agreement. If you do not opt out of the updated arbitration provision within the 30-day period, you and Uber will be bound by the terms of the updated arbitration provision. **A decision not to opt out will prevent you from participating in ongoing class actions.**

Highlighted sentence must be bolded.

No action is required if you do not want to opt out of the updated arbitration provision. To opt out of the updated arbitration provision, ~~follow the instructions contained within the arbitration provision of the agreement, which can be accessed by clicking on the hyperlink below.~~

~~[The hyperlink will bring the driver directly to the opt-out portion of the arbitration agreement.]~~

Best,
Uber Operations

you may e-mail optout@uber.com [hyperlink to pre-addressed e-mail stating: "My name is _____. I opt out of the Arbitration Provision in the driver-partner agreement."].