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

ROXANA DEL TORO LOPEZ and ANA
MEDINA, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

UBER TECHNOLOGIES, INC.,

Defendant.

Case Number: 17-cv-06255-YGR

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT
AND FINAL JUDGMENT**

as modified by the Court

1 On November 6, 2018, a hearing was held on the unopposed motion of Plaintiffs Roxana
2 del Toro Lopez and Ana Medina (“Plaintiffs”) for final approval of the class settlement (Dkt. No.
3 59); and on the separate motion of Plaintiffs and their counsel for awards of the Class
4 Representative Service Payments and the Class Counsel Attorneys’ Fees and Costs Payment
5 (Dkt. No. 60). Jahan C. Sagafi and Iris Mattes appeared for Plaintiffs. Nancy Abell appeared for
6 Defendant Uber Technologies, Inc. (“Uber”).

7 The Parties have submitted their Stipulation of Class Settlement and Release (Dkt. No.
8 61-1 (the “Settlement”)), attached hereto as Exhibit 1, which this Court preliminarily approved in
9 its April 19, 2018 order (Dkt. No. 49 (the “Preliminary Approval Order”)). In accordance with
10 the Preliminary Approval Order, Class Members have been given notice of the terms of the
11 Settlement and the opportunity to submit a claim form, comment on the settlement, and/or opt
12 out of its provisions. In addition, pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §
13 1715 (“CAFA”), Uber has given the Attorney General of the United States and the appropriate
14 state officials in the states in which the Class Members reside timely notice of the Settlement.

15 Having received and considered the Settlement, the supporting papers filed by the Parties,
16 and the evidence and argument received by the Court at the final approval hearing on November
17 6, 2018, by means of this order (the “Final Approval Order”) the Court GRANTS final approval
18 of the Settlement, and HEREBY ORDERS and MAKES DETERMINATIONS as follows:

19 **Definitions**

20 1. Except as otherwise specified herein, the Court for purposes of this Final
21 Approval Order adopts all defined terms set forth in the Settlement.

22 **Jurisdiction**

23 2. This Court has jurisdiction over the subject matter of this litigation and all related
24 matters and all state and federal claims raised in this action and released in the Settlement, and
25 personal jurisdiction over Uber and all Class Members (except for those who timely filed opt-out
26 requests). Specifically, this Court has federal question jurisdiction over this action pursuant to
27
28

1 28 U.S.C. § 1331 and section 16(b) of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §
2 216(b).

3 3. This Court also has supplemental jurisdiction over all state-law claims asserted by
4 Plaintiffs because the state-law claims derive from a common nucleus of operative fact and form
5 part of the same case or controversy as those claims over which the Court has primary
6 jurisdiction. *See* 28 U.S.C. § 1367 (providing for supplemental jurisdiction over related
7 state-law claims that “form part of the same case or controversy”); *United Mine Workers*
8 *of Am. v. Gibbs*, 383 U.S. 715, 726 (1966) (holding that federal courts have supplemental
9 jurisdiction over state law claims that arise from the same “common nucleus of operative fact”
10 such that the parties “would ordinarily be expected to try them all in one judicial proceeding”).

11 4. This Court also has jurisdiction to approve the Settlement’s release of claims by
12 Class Members over which the Court has jurisdiction, even if the Court would not independently
13 have jurisdiction over those released claims. *See Reyn’s Pasta Bella, LLC v. Visa USA, Inc.*, 442
14 F.3d 741, 748 (9th Cir. 2006) (“[A] federal court may release not only claims alleged in the
15 complaint, but also state claims arising from the same nucleus of operative facts over which the
16 court would not have jurisdictional competence.”) (quoting *Class Plaintiffs v. City of Seattle*, 955
17 F.2d 1268, 1287–88 (9th Cir. 1992)).

18 **Dissemination of Notice to Class Members**

19 5. Pursuant to the Preliminary Approval Order, the notice documents were sent to
20 each Class Member by email and by first-class mail. The notice was clear and organized,
21 following the model forms provided by the Federal Judicial Center at www.fjc.gov. The notice
22 materials informed Class Members of the terms of the Settlement, how their settlement share of
23 Fund A would be calculated, how to submit a Claim Form, the conditions of eligibility for a
24 settlement share of Fund B, their right to comment on (including object to) the Settlement or opt
25 out of the Settlement to pursue their claims individually, and their right to appear in person or by
26 counsel at the final approval hearing and be heard regarding approval of the Settlement.
27 Adequate periods of time were provided by each of these procedures.
28

1 6. The Court finds and determines that this notice procedure afforded adequate
2 protections to Class Members and provides the basis for the Court to make an informed decision
3 regarding approval of the Settlement based on the responses of Class Members. Notice was
4 accomplished in the manner prescribed by the Settlement. The Court finds and determines that
5 the notice provided in this case was the best notice practicable, which satisfied the requirements
6 of law and due process.

7 **Notice to Attorneys General Pursuant to CAFA**

8 7. Pursuant to CAFA, within ten days after the filing of the motion seeking
9 preliminary approval of the Settlement, Uber served upon the Attorney General of the United
10 States and the appropriate state officials of the states in which the Class Members reside a notice
11 of the Settlement consisting of: a copy of the complaint in this action; a notice of the scheduled
12 judicial hearing in this action; copies of the Settlement; and the proposed Notice. The Notice of
13 Settlement also invited comment on the Settlement. This Final Approval Order is being entered
14 at least 90 days after the later of the dates on which the appropriate federal and state officials
15 were served with the notice of proposed settlement.

16 8. The Court finds and determines that Uber’s notice of Settlement was timely,
17 adequate, and compliant with the statutory requirements of CAFA. Accordingly, 28 U.S.C.
18 §1715(e) has no application to the Settlement.

19 **Certification Under Fed. R. Civ. P. 23 and the FLSA**

20 9. For the reasons stated in the Preliminary Approval Order, this Court finds and
21 determines that the proposed Settlement Class, as defined in Section 1 of the Settlement and in
22 Section II.A of its Preliminary Approval Order, meets all of the legal requirements for class
23 certification under Federal Rule of Civil Procedure 23 (“Rule 23”) (a) and (b)(3), and it is hereby
24 ordered that the Settlement Class is finally approved and certified as a Class for purposes of
25 settlement of this action.

26 10. This Court finds and determines that the action meets all of the legal requirements
27 for certification as a collective action under section 16(b) of the FLSA, 29 U.S.C. § 216(b), for
28

1 the three-year period preceding the filing of Plaintiffs' complaint, and it is hereby ordered that
2 the action is certified as a collective action for purposes of settlement of this action.

3 **Fairness**

4 11. Pursuant to Rule 23(e), the Court further finds and determines that the terms of
5 the Settlement are fair, reasonable, and adequate to the Class and to each Class Member and that
6 the Class Members who have not opted out will be bound by the Settlement, that the Settlement
7 is ordered finally approved, and that all terms and provisions of the Settlement should be and
8 hereby are ordered to be consummated. The Court specifically finds that the Settlement is
9 rationally related to the strength of Plaintiffs' claims given the risk, expense, complexity, and
10 duration of further litigation. This Court also finds that the Settlement is the result of arms'-
11 length negotiations between experienced counsel representing the interests of the Class Members
12 and Uber, under the supervision of an experienced and independent third-party mediator, after
13 thorough factual and legal investigation. *Staton v. Boeing Co.*, 327 F.3d 938, 960 (9th Cir.
14 2003); *Class Plaintiffs*, 955 F.2d at 1291.

15 12. The Court finds and determines that the payments to be made to the Class
16 Members as provided for in the Settlement, Section 5, are fair and reasonable. The proposed
17 plan of allocation bases each Class Member's recovery on (a) the number of weeks during the
18 Covered Period the Class Member worked, (b) the Class Member's position, (c) whether the
19 Class Member worked in California, (d) when the Class Member was employed with Uber, (e)
20 whether the Class Member worked full-time or part-time, (f) whether the Class Member
21 previously signed a release of claims, and (g) whether the Class Member submitted a Claim
22 Form and the contents of the Claim Form. The plan of allocation is rational. The Court hereby
23 gives final approval to the payments and orders those amounts be paid to the claimants out of the
24 Net Fund value in accordance with the terms of the Settlement.

25 **Class Member Response**

26 13. The Court further finds that the response of the Class Members to the Settlement
27 supports settlement approval. Of the 485 Class Members, only two opted out of the Settlement.
28

1 No Class Members objected to the Settlement.

2 **Appointment of Class Representatives and Class Representative Service Awards**

3 14. The Court confirms as final the appointment of Roxana del Toro Lopez and Ana
4 Medina as Class Representatives of the Rule 23 Class and the nationwide FLSA Class under
5 section 16(b). The Court finds and determines that the award of \$50,000 to Ms. del Toro Lopez
6 and \$30,000 to Ms. Medina for their services as Class Representatives, in addition to their
7 Individual Settlement Payments, is fair and reasonable.

8 15. Plaintiffs have satisfied the criteria as set forth in *Staton*, 327 F.3d 938. Under
9 *Staton*, service awards should be evaluated using “relevant factors, includ[ing] the actions the
10 plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted
11 from those actions, . . . the amount of time and effort the plaintiff expended in pursuing the
12 litigation . . . and reasonabl[e] fear[s of] workplace retaliation.” *Id.* at 977 (internal quotation
13 marks omitted) (alterations in original). Here, the Class Representatives’ initiation of this suit
14 caused them personal exposure and potential adverse consequences with future employers.

15 16. Ms. del Toro Lopez and Ms. Medina were substantially involved throughout the
16 litigation, educating Class Counsel regarding Class Members’ job duties and Uber’s policies and
17 procedures. The Court hereby approves the Class Representative Service Awards as set forth
18 herein, to be made to Class Representatives out of the Qualified Settlement Fund in accordance
19 with the terms of the Settlement.

20 **Appointment of Class Counsel; Attorneys’ Fees and Costs**

21 17. The Court hereby finds that the requested payment of \$2,500,000 in attorneys’
22 fees and \$152,958 in litigation costs and expenses, for a total payment of \$2,652,958 to Class
23 Counsel, is fair and reasonable and orders that payment be made to Class Counsel out of the
24 Gross Fund Value in accordance with the terms of the Settlement. *See, e.g., Vizcaino v.*
25 *Microsoft Corp.*, 290 F.3d 1043 (9th Cir. 2002); *In re Wash. Pub. Power Supply Sec. Litig.*, 19
26 F.3d 1291, 1297 (9th Cir. 1994). First, in granting the award, the Court recognizes that the fee is
27 25% of the total fund, which is consistent with the Ninth Circuit’s 25% “benchmark” for class
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1 action settlements, *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir.
2 2011), and the norm in this district in cases involving comparable common funds. *See e.g.*
3 *Hopwood v. Nuance Commc'ns, Inc.*, No. 4:13-cv-02132-YGR, 2015 WL 12941896, at *2 (N.D.
4 Cal. Oct. 28, 2015) (finding 25% of common fund of \$6,500,000 to be fair and reasonable);
5 *Pimental v. Google Inc.*, No. 11-cv-02585-YGR, 2013 WL 12177158, at *3 (N.D. Cal. June 26,
6 2013) (finding 25% of common fund of \$6,000,000 to be fair and reasonable). Second, while it
7 is difficult to monetize the value of the injunctive relief, “[t]he fact that [class] counsel obtained
8 injunctive relief in addition to monetary relief for their clients is . . . a relevant circumstance to
9 consider in determining what percentage of the fund is reasonable as fees.” *Staton*, 327 F.3d at
10 946. Third, the Settlement contemplates that during the injunctive period, Class Counsel will
11 continue to engage for three years without payment to monitor the programmatic relief that Uber
12 has undertaken. These efforts are to be completed in addition to the hours noted.

13 Fourth, under a lodestar cross-check, the lodestar multiplier of 2.9x supports the fee
14 award. *See id.* at 968. Class Counsel attest to performing substantial work on behalf of the Class
15 Members, totaling \$856,314 in lodestar. Except as set forth below, the Court finds the hours
16 worked by Class Counsel to have been reasonably incurred for the benefit of the Class Members.
17 Class Counsel’s hourly rates, ranging from \$250 to \$850 for attorneys, are reasonable in light of
18 the market for legal services of this type and quality. In addition, Class Counsel attested at the
19 final approval hearing that the matter was leanly staffed, with the bulk of the work performed by
20 two associates and one partner. Moreover, the Court finds the fact that only one law firm was
21 involved in representing the Class Members mitigates against the risk of duplicative work. The
22 Court hereby confirms as final the appointment of Adam T. Klein, Jahan C. Sagafi, Rachel Bien,
23 Rachel Williams Dempsey, and Iris Mattes of Outten & Golden LLP as Class Counsel for the
24 Rule 23 and FLSA Classes. Class Counsel has capably and effectively represented the Class
25 Members’ interests.

26 Notwithstanding the foregoing, and as stated on the record at the final approval hearing,
27 the Court finds that certain factors have contributed to an inflated lodestar figure. For example,
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1 Class Counsel charged excessively high hourly rates for work performed by its contract and staff
2 attorneys, ranging from \$280 to \$425, in contrast to the \$25 to \$75 that these individuals are
3 actually paid, excluding benefits. Moreover, having reviewed the billing timesheets submitted to
4 the Court at the final approval hearing, the Court finds Class Counsel's charges for
5 administrative tasks at attorney and paralegal rates, as opposed to nonchargeable administrative
6 overhead, to be inappropriate. Such charges include, *inter alia*, booking travel to the mediation,
7 processing reimbursement requests for mediation-related travel, transcribing voicemails, and
8 formatting motions. In addition, while there may have been internal reasons for having four
9 attorneys attend the mediation, charging the Class Members for the attendance of all four
10 attorneys is not appropriate. The Court also finds that Class Counsel should not be compensated
11 for time spent on media-related activity, especially since there is no indication in the billing
12 timesheets or elsewhere that any such activity was "directly and intimately related to the
13 successful representation of [the Class Members]" or "contribute[d], directly and substantially, to
14 the attainment of [the] litigation goals." *L.H. v. Schwarzenegger*, 645 F. Supp. 2d 888, 900 (E.D.
15 Cal. 2009) (internal quotation marks omitted).

16 In light of the above, the Court would typically reduce the award accordingly, and Class
17 Counsel are so admonished. However, the Court finds that the amount of any reduction is offset
18 by the work Class Counsel will be performing over the next three years without payment to
19 monitor the programmatic relief that Uber has undertaken. Accordingly, the Court approves the
20 requested award.

21 **Settlement Administrator Report**

22 18. Upon completion of administration of the Settlement, the Settlement
23 Administrator, JND Legal Administration, will provide written certification of such completion
24 to the Court and counsel for the Parties.

25 **Compliance Hearing re: Post-Distribution Accounting**

26 19. The Court hereby SETS a compliance hearing for **Friday, January 18, 2019** on
27 the Court's **9:01 a.m.** calendar in the Federal Building, 1301 Clay Street, Oakland, California in
28

1 Courtroom 1. No later than five (5) business days prior to the date of the hearing, the parties
2 shall file a Post-Distribution Accounting in compliance with this District’s Procedural Guidance
3 for Class Action Settlements, *see*

4 <https://www.cand.uscourts.gov/ClassActionSettlementGuidance>.

5 If compliance is complete, the parties need not appear, and the compliance hearing will
6 be taken off calendar.

7 **Release**

8 20. By operation of the entry of this Final Approval Order and pursuant to the
9 Settlement, all Qualified Claimants are permanently barred from prosecuting against Uber any
10 Claim as set forth in Section 12 of the Settlement. The Court has reviewed the release in Section
11 12 of the Settlement and finds it to be fair, reasonable, and enforceable under Rule 23, the FLSA,
12 and all other applicable law.

13 **Contingency on Finality**

14 21. If, for any reason, the Settlement ultimately does not become Final (as defined in
15 the Settlement, Section 1.10), this Final Approval Order will be vacated; the Parties will return to
16 their respective positions in this action as those positions existed immediately before the parties
17 executed the Settlement; and nothing stated in the Settlement or any other papers filed with this
18 Court in connection with the Settlement will be deemed an admission of any kind by any of the
19 Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in
20 this action or in any other action.

21 **Final Judgment and Dismissal**

22 22. By means of this Final Approval Order, this Court hereby enters final judgment in
23 this action, as defined in Federal Rule of Civil Procedure 58(a)(1).

24 23. Without affecting the finality of the Court’s judgment in any way, the Court
25 retains jurisdiction over this matter, for a period of three (3) years, for purposes of resolving
26 issues relating to interpretation, administration, implementation, effectuation, and enforcement of
27 the Settlement. Nothing in this Final Approval Order will preclude any action to enforce the
28

1 Parties' obligations under the Settlement or under this order, including the requirement that Uber
2 make the settlement payments in accordance with the terms of the Settlement.

3 24. The Parties are hereby ordered to comply with the terms of the Settlement.

4 25. This action is dismissed with prejudice, each side to bear its own costs and
5 attorneys' fees except as provided by the Settlement and the Court's orders.

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7
8 Dated: November 14, 2018



9 The Honorable Yvonne Gonzalez Rogers
United States District Judge

EXHIBIT 1

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16 *Attorneys for Plaintiffs and Proposed Class and
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18 UNITED STATES DISTRICT COURT
19 NORTHERN DISTRICT OF CALIFORNIA
20 OAKLAND DIVISION

20 ROXANA DEL TORO LOPEZ and ANA
21 MEDINA, on behalf of themselves, and all
22 others similarly situated,

23 Plaintiffs,

24 vs.

25 UBER TECHNOLOGIES, INC.,

26 Defendant.

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Case No. 4:17-cv-06255-YGR

**FIRST AMENDED COLLECTIVE,
CLASS ACTION AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Room: 1, 4th Floor
Judge: Hon. Yvonne Gonzalez Rogers

Trial Date: None Set
Date Action Filed: October 27, 2017

1 Subject to approval by the United States District Court for the Northern District of
2 California, this Collective, Class Action and PAGA Representative Action Settlement
3 Agreement sets forth the full and final terms by which Defendant Uber Technologies, Inc.
4 (“Uber”) and the Named Plaintiffs and Class Representatives, Roxana del Toro Lopez and
5 Ana Medina, on behalf of themselves, the State of California, and the Rule 23 Class and
the Collective Action Plaintiffs as defined below, have settled and resolved all claims that
have been raised in the Litigation.

6 **RECITALS**

7 WHEREAS, an amended collective, class and representative action Complaint
8 (“Complaint”) was filed on March 22, 2018, alleging (i) gender, race and national origin
9 discrimination in compensation, raises, job assignments, job code placement, evaluations
10 and ratings, promotions, demotions and other terms and conditions of employment; (ii)
11 unequal pay; (iii) failure to timely pay all wages due; (iv) unfair competition; and (v)
12 gender, race and national origin harassment;

13 WHEREAS, Uber, under new executive-level leadership, implemented many new
14 diversity and inclusion initiatives in 2017, implemented a new pay structure, made
15 compensation adjustments, and implemented other new employment practices that are
16 consistent with the objectives of this Agreement;

17 WHEREAS, Uber denies and continues to deny all of the allegations made and has
18 denied and continues to deny that it is liable or owes damages to anyone with respect to
19 the alleged facts or causes of action asserted. Nonetheless, without admitting or
20 conceding any liability or damages, the Parties have agreed to settle the lawsuit on the
21 terms and conditions set forth herein to avoid the burden and expense of continuing
22 litigation;

23 WHEREAS, the Parties engaged in a substantial pre-litigation and post-litigation
24 exchange of documents, data and analyses, had joint meetings with experts, and had a
25 series of meetings to explore their respective factual positions and arguments;

26 WHEREAS, the Parties engaged in settlement negotiations in January 2018 before
27 David Rotman, Esq., of Rotman Mediation Services, an experienced mediator who is
28 skilled in the resolution of complex class actions, including discrimination and fair pay
class and collection action lawsuits;

WHEREAS, the Parties and their counsel recognize that, in the absence of an
approved settlement, they would face a long litigation course, including extensive, costly
and time consuming discovery, a motion for class certification under Federal Rule of Civil
Procedure 23, a motion for certification and if certified, decertification, of the collective
action, motions for summary judgment, and trial and appellate proceedings that would
consume time and resources and present each of them with ongoing litigation risks and
uncertainties;

1 WHEREAS, the Parties wish to avoid these risks and uncertainties, as well as the
2 consumption of time and resources, through settlement pursuant to the terms and
3 conditions set forth herein;

4 WHEREAS, based upon their analysis and evaluation of a number of factors, and
5 recognizing the substantial risks of continued litigation, including the possibility that the
6 litigation, if not settled now, might result in no recovery or a recovery that is less
7 favorable to the Plaintiffs, counsel for Plaintiffs is satisfied that the terms and conditions
8 of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best
9 interests of Plaintiffs, Rule 23 Class Members, and the Collective Action Plaintiffs;

10 WHEREAS, the class representatives believe that the settlement set forth herein
11 serves the best interests of Class Members based on all the facts and circumstances,
12 including the risk of significant delay and the uncertainty of class certification, as it
13 provides prompt relief for class Members;

14 WHEREAS, it is the desire of the Parties to fully, finally, and forever settle,
15 compromise, and discharge all disputes and claims arising from or related to the litigation
16 which exist between them and between the named Plaintiffs, the Rule 23 Class Members,
17 the Collective Action Plaintiffs, and the released parties;

18 NOW, THEREFORE, in consideration of the mutual covenants and promises set
19 forth herein, as well as the good and valuable consideration provided for herein, the
20 Parties agree to a full and complete settlement of the litigation on the following terms and
21 conditions:

22 **1. DEFINITIONS**

23 The following terms shall have the meanings defined in this Section, wherever
24 used in this Agreement, and in all of its exhibits:

- 25 1.1 **Agreement.** “Agreement” means this settlement agreement and all exhibits
26 attached to it.
- 27 1.2 **CAFA Notice.** “CAFA Notice” means the notice required pursuant to 28 U.S.C.
28 § 1715(b).
- 1.3 **California Class.** “California Class” means all women (of any race or national
 origin) and all Latino/Latina/Hispanic, African American/Black, Native American,
 Alaskan Native, and/or multiracial individuals (who are in part one of the
 foregoing races) who are or were employed in a Covered Position in the State of
 California by Uber Technologies, Inc., at any time from July 31, 2013 through the
 date of the Order Granting Preliminary Approval.
- 1.4 **Class Counsel.** “Class Counsel” means the law firm of Outten & Golden LLP.

- 1 **1.5 Collective Action Plaintiffs.** “Collective Action Plaintiffs” means all women
2 who are or were employed in a Covered Position in any of the 50 United States by
3 Uber Technologies, Inc., at any time from July 31, 2014 through the date of the
4 Order Granting Preliminary Approval who do not opt out of the monetary relief
5 provisions of the Settlement and who affirmatively cash a settlement check that
6 bears the legend: “I have received and read the Class Notice in *del Toro Lopez, et*
7 *al. v. Uber Technologies, Inc.* By negotiating this check and accepting payment, I
8 (i) consent to join in this lawsuit and the Equal Pay Act collective action, (ii) elect
9 to participate in the Settlement, and (iii) agree that I have waived and released the
10 Released Parties from all Released Claims as defined in the Settlement Agreement
11 and in the Notice in this lawsuit. This Release shall become effective on the
12 Effective Date.”
- 13 **1.6 Court.** “Court” means the Court having jurisdiction over this Litigation, at any
14 stage (presently the United States District Court for the Northern District of
15 California).
- 16 **1.7 Covered Position.** A “Covered Position” means Software Engineer I (10397),
17 Software Engineer II (10407), Senior Software Engineer (10415), Senior Software
18 Engineer II (20132) and Staff Software Engineer (10426) or their predecessor job
19 codes. “Covered Position” does not include individuals currently or formerly
20 employed as interns, temporary workers, independent contractors or contract
21 workers by Uber or by any contractor of Uber.
- 22 **1.8 Defendant or Uber.** “Defendant” or “Uber” means Uber Technologies, Inc.
- 23 **1.9 Defendant’s Counsel.** “Defendant’s Counsel” means the law firm of Paul
24 Hastings LLP.
- 25 **1.10 Effective Date.** “Effective Date” means the date on which the Court has entered
26 the Order Granting Final Approval, provided that no timely objection has been
27 made or that all timely objections have been resolved or withdrawn, thus triggering
28 the appeal waiver in Section 10.4.7. If an objection to the Settlement is timely
 filed and has not been resolved or withdrawn by the date on which the Court has
 entered the Order Granting Final Approval, the Effective Date shall be the date on
 which the deadline for taking an appeal has passed, or, if there is an appeal of the
 Court’s Order Granting Final Approval, the day after all appeals are fully and finally
 resolved in favor of final approval of the Agreement.
- 1.11 EPA.** “EPA” means the Equal Pay Act of 1963, as amended, 29 U.S.C. 206(d).
- 1.12 Fairness Hearing.** “Fairness Hearing” means the hearing during which the Court
 shall finally approve the Agreement and make such other rulings as are
 contemplated by this Agreement or as modified by any subsequent mutual
 agreement of the Parties in writing and approved by the Court.

- 1 **1.13 Fund B Calculation Notice.** “Fund B Calculation Notice” means the
2 individualized notice sent by the Settlement Administrator to each Class Member
3 who timely submits a Claim Form, informing them of (a) the dollar value of their
4 shares of the Fund A and Fund B and (b) the deadline by which they can opt out or
5 object to the Settlement.
- 6 **1.14 Gross Fund.** The “Gross Fund” means the common settlement fund account in
7 the sum of Ten Million Dollars (\$10,000,000) that is established by the Settlement
8 Administrator and shall be used to pay all settlement payments to the Rule 23
9 Class and the Collective Action Plaintiffs; all Service Award(s); the LWDA
10 Payment; Class Counsel’s attorneys’ fees (including fees for monitoring the
11 settlement), costs, and expenses; and the fees and expenses of the settlement
12 administrator. It shall not be used to pay the employer’s share of payroll taxes,
13 which shall be paid by Uber separate and apart from (*i.e.*, in addition to) the Gross
14 Fund. There shall be no reversion of any monies from the Gross Fund to Uber.
15 Uber shall not be responsible for any additional payment not expressly set forth in
16 this Agreement.
- 17 **1.15 Litigation.** “Litigation” means the First Amended Complaint filed in the
18 United States District Court for the Northern District of California Case No. 4:17-
19 cv-06255-YGR, on behalf of Named Plaintiffs, and the allegations and claims made
20 therein.
- 21 **1.16 Named Plaintiffs and Class Representatives.** “Named Plaintiffs” and “Class
22 Representatives” means Roxana del Toro Lopez and Ana Medina.
- 23 **1.17 Nationwide Class.** “Nationwide Class” means all women (of any race or national
24 origin) and all Latino/Latina/Hispanic, African American/Black, Native American,
25 Alaskan Native, and/or multiracial individuals (who are in part one of the
26 foregoing races) who are or were employed in a Covered Position by Uber
27 Technologies, Inc., in the United States at any time from July 31, 2013 through the
28 date of the Order Granting Preliminary Approval.
- 1.18 Net Fund.** The “Net Fund” is defined as the Gross Fund minus court-approved
Class Counsel’s attorneys’ fees (including fees for monitoring the settlement),
costs, and expenses (*see* Sections 5.2.5 – 5.2.6); class representative Service
Awards (*see* Section 5.2.3); the fees and expenses of the Settlement Administrator
(*see* Section 5.2.4); and the PAGA Payments (*see* Sections 5.2.1 – 5.2.2). The Net
Fund shall be divided into Fund A and Fund B.
- 1.18.1** Fund A shall be distributed to Class Members without the need for the
submission of a Claim Form, based on the plan of allocation set forth in
Section 5.4.

- 1 1.18.2 Fund B shall be distributed to Class Members who timely file Claim Forms,
2 pursuant to, and are deemed by the Settlement Administrator to be eligible for
3 an award under, Section 5.5. Any remainder not claimed and awarded from
4 Fund B shall be redistributed to Fund A. No amount shall revert to Uber.
- 5 1.19 **Notice.** “Notice” means the Notice of Collective, Class Action and PAGA
6 Representative Action Settlement, substantially in the form attached hereto as
7 Exhibit A, and as approved by the Court.
- 8 1.20 **Order Granting Final Approval.** “Order Granting Final Approval” means the
9 final order entered by the Court after the Fairness Hearing.
- 10 1.21 **Order Granting Preliminary Approval.** “Order Granting Preliminary
11 Approval” means the Order entered by the Court preliminarily approving, *inter alia*,
12 the terms and conditions of this Agreement, the manner and timing of providing
13 Notice, and the time period for, and the manner of, opt-outs and objections.
- 14 1.22 **PAGA.** The California Private Attorneys General Act (“PAGA”), Cal. Lab. Code
15 §§2698-2699.
- 16 1.23 **PAGA Penalty.** “PAGA Penalty” refers to the Fifty Thousand Dollar (\$50,000) civil
17 penalty, allocated and distributed as provided by Sections 5.2.1 and 5.2.2.
- 18 1.24 **Parties.** “Parties” means the Plaintiffs and Defendant Uber Technologies, Inc.
- 19 1.25 **Plaintiffs.** “Plaintiffs” means, collectively, “Named Plaintiffs,” “Rule 23 Class
20 Members,” and “Collective Action Plaintiffs.”
- 21 1.26 **Qualified Settlement Fund.** The Gross Fund shall be paid to a “Qualified
22 Settlement Fund” established by the Settlement Administrator within ten (10)
23 calendar days of the date on which the Court grants final approval of the
24 settlement.
- 25 1.27 **Released Parties.** “Released Parties” means Uber Technologies, Inc. and all of
26 its incumbent and former officers, directors, owners, members, managers,
27 shareholders, investors, agents, insurers, attorneys, employees, fiduciaries,
28 assigns, and representatives, in their individual and/or representative capacities.
- 1.28 **Rule 23 Class.** “Rule 23 Class” means, collectively, the “Nationwide Class” and the
“California Class.”
- 1.29 **Rule 23 Class Members.** “Rule 23 Class Member” or “Class Member” means all
individuals in the Rule 23 Class, as approved by the Court, who did not opt out of
the monetary relief provisions of the Settlement.

1 1.30 **Service Award(s).** “Service Award” means the additional amounts paid to the
2 Named Plaintiffs listed in Section 7.1, subject to Court approval, for their service in
3 this Litigation.

4 1.31 **Settlement Administrator.** The “Settlement Administrator” means the entity selected
5 by Class Counsel subject to Uber’s approval. JND Legal Administration has been
6 selected as the Settlement Administrator.

7 2. GENERAL TERMS

8 2.1 It is the desire of the Parties to fully, finally, and forever settle, compromise, and
9 discharge all disputes and claims arising from or related to the Litigation which
10 exist between them, and between the Released Parties and the Rule 23 Class
11 Action, Collective Action and PAGA Representative Plaintiffs.

12 2.2 It is the intention of the Parties that this Agreement shall constitute a full and
13 complete settlement and release of all Released Claims against all Released
14 Parties and a dismissal of all pending actions covered by the Released Claims.

15 2.3 Uber denies all claims as to liability, wrongdoing, damages, penalties, interest,
16 fees, injunctive relief and all other forms of relief, as well as the class and
17 collective allegations asserted in the Litigation. Uber has agreed to resolve the
18 Litigation via this Agreement, but to the extent this Agreement is deemed void or
19 the Effective Date does not occur, Uber does not waive, but rather expressly
20 reserves, all rights to challenge any and all claims and allegations asserted by the
21 Class Representatives in the Litigation upon all procedural and substantive
22 grounds, including without limitation the ability to challenge class or collective
23 action treatment on any grounds and to assert any and all other potential defenses
24 or privileges. The Class Representatives and Class Counsel agree that Uber
25 retains and reserves these rights, and they agree not to take a position to the
26 contrary. Specifically, and the Class Representatives and Class Counsel agree
27 that, if the Litigation were to proceed, they shall not argue or present any
28 argument that Uber should be barred from contesting class action certification
pursuant to Federal Rule of Civil Procedure 23 on any grounds relating to this
Agreement, pursuing decertification of the conditionally certified Equal Pay Act
collective action, or asserting any and all other potential defenses and privileges.
The Class Representatives and Class Counsel hereby waive any such argument,
including any argument based on this settlement or this Agreement or any exhibit
and attachment hereto, or any act performed or document executed pursuant to or
in furtherance of this settlement or this Agreement. This Agreement shall not be
deemed an admission by, or a basis for estoppel against, Uber that class action
treatment pursuant to Federal Rule of Civil Procedure 23 or conditional
certification of the Equal Pay Act collective action pursuant to 29 U.S.C. §216(b)
is proper or cannot be contested on any grounds. Additionally, neither the
Agreement nor the settlement, nor any act performed or document executed

1 pursuant to, or in furtherance of, the Agreement or the settlement: (a) is or may be
2 deemed to be or may be used as an admission or evidence of the validity of any
3 Released Claim, or of any wrongdoing or liability of the Released Parties, or any
4 of them; or (b) is or may be deemed to be or may be used as an admission or
5 evidence of any fault or omission of the Released Parties, or any of them, in any
civil, criminal, or administrative proceeding in any court, administrative agency,
or other tribunal.

6 2.4 Class Members shall release the class claims pled in the First Amended Complaint
7 in *del Toro Lopez v. Uber*, a copy of which is appended as Exhibit E. The release
8 shall not cover claims for disability discrimination, retaliation or wrongful
termination.

9 2.5 Neither this Agreement nor anything in it, nor any part of the negotiations that
10 occurred in connection with the creation of this Settlement, shall constitute
11 evidence with respect to any issue or dispute in any lawsuit, legal proceeding, or
12 administrative proceeding, except for legal proceedings concerning the
enforcement or interpretation of this Agreement.

13 2.6 The Parties agree to cooperate fully with each other, and shall aim to effectuate
14 and implement all terms and conditions of this Agreement and to obtain the
15 Court’s approval of this Agreement and all of its terms. Each of the Parties, upon
16 the request of any other, agrees to perform such further acts and to execute and
deliver such other documents as are reasonably necessary to carry out the
provisions of this Agreement.

17 **3. BUSINESS PRACTICES PROGRAMMATIC RELIEF AND REPORTING**

18 Uber shall implement the business practices described in subsections 3.1 through 3.7 of
19 this Section for its operations in the 50 United States and the District of Columbia.

20 3.1 **Duration of Changes in Business Practices.** The actions in this Section shall be
21 implemented with respect to the Covered Positions, commencing immediately
22 upon the Effective Date, and shall remain binding on the Parties and their agents
23 and successors for a three- (3-) year period following the Effective Date, unless a
different timeframe is provided for a particular component of the changes in
business practices described herein.

24 3.2 **Diversity Objectives and Reporting.**

25 3.2.1 Uber shall continue to monitor progress toward its diversity objectives
26 (including but not limited to diversity objectives set forth in the
27 recommendations prepared by Eric H. Holder, Jr., Partner, Covington &
28 Burling LLP, which can be viewed at
<https://drive.google.com/file/d/0B1s08BdVqCgrUVM4UHBpTGROLXM/v>

1 iew and which shall be posted publicly on the Settlement Administrator's
2 website for this settlement) and shall report progress at least quarterly to its
3 executive leadership team and members of its Board of Directors.
4 Highlights shall be shared with Uber employees quarterly by the Chief
5 People Officer.

6 3.2.2 Uber shall continue to publicize its diversity representation to its work force
7 at least twice annually.

8 3.2.3 Every member of Uber's executive leadership team shall participate in a
9 semi-annual business review with Uber's CEO, which includes the
10 organization's diversity representation, pipeline, diversity growth progress,
11 and actions taken to increase the representation of women and under-
12 represented minority groups.

13 3.2.4 Uber shall require all new hires and current employees to complete diversity
14 and inclusion training.

15 **3.3 Independent Consultant to Work with Uber on Validated Classification and**
16 **Selection Practices for Class Positions.**

17 3.3.1 Uber shall retain APT Metrics or a similar expert who specializes in
18 industrial organizational psychology (the "Independent Consultant") to
19 consult with Uber in reviewing and modifying, if appropriate, the following
20 for the Engineer I and II, Senior Engineer I and II, and Staff Engineer
21 positions. The Independent Consultant shall work directly with the
22 Engineering and People representatives who have been designated by Uber
23 and are responsible for this work internally:

- 24 (1) Minimum standards for applicants for each job code;
- 25 (2) Preferred qualifications for applicants for each job code (recognizing
26 that additional preferred qualifications may be added for specific
27 openings);
- 28 (3) Core selection inquiries and documentation forms;
- (4) Leveling guides and guidance for leveling new hires in the proper job
 code;
- (5) A process and standards for setting a new hire's starting
 compensation within the job code's pay range established by Uber
 after its consideration of market surveys and market supply and
 demand;

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- (6) A new-hire compensation offer work-up form to document new hire compensation decisions;
- (7) Performance/contribution assessment standards/criteria, including the inclusion of an EEO compliance measurement in the performance/contribution assessment for managers of people and members of the Human Resources organization; and
- (8) A validated promotion assessment process.

3.4 Evaluations, Promotions, and Compensation Rewards for Class Positions.

- 3.4.1 At the beginning of a PERF cycle, Uber shall notify employees of the PERF steps, timeline, performance/contribution assessment standards/criteria, and deliverables each employee is entitled to receive.
- 3.4.2 Uber shall use PERF assessment forms and instructions that have been created with input by the Independent Consultant.
- 3.4.3 Employees shall have an opportunity to submit written input in an online tool on their performance and qualifications, by a specified date in each PERF cycle. An employee’s submission of this information is not a prerequisite for rewards or promotion.
- 3.4.4 Uber’s Human Resources team shall organize calibration groups that facilitate comparison of individuals who are performing similar work in the same Vice President organization (or a combination of such organizations if Uber deems it appropriate).
- 3.4.5 Uber shall make its best efforts to have each calibration group led by an individual who has received training on leading calibration groups. The leader shall read or have sub-group leaders read the timely submissions of every employee in the calibration group. The training, which may be online, shall include the leader’s role in ensuring a review of every employee’s performance/contributions and competencies, in looking for bias and discrimination in the review process, and in ensuring that responsibility (favorable and unfavorable) is properly attributed. If Uber uses a separate promotion assessment process, the process leaders shall receive analogous training.
- 3.4.6 Managers who participate in the calibration, PERF and promotion assessment processes must first complete training on the job-related PERF practices, preparation required by them, and implicit bias, which can be online or in person, before participating in the calibration or other assessment process.

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- 3.4.7 Uber shall require managers to complete specified preparation on each employee they manage before participating in a calibration or assessment meeting, including a review of timely employee submissions about their own performance as provided in Section 3.4.3, and to conduct any follow-up prescribed by the calibration team leader before finalizing the employee’s written performance/contribution and promotion assessment.
- 3.4.8 Uber shall consider significant leadership contributions to its employee resource groups and diversity and inclusion programs in awarding annual cash bonuses.
- 3.4.9 Uber shall monitor the base salary, all bonuses and promotions for adverse impact based upon race/Hispanic status (for any group that comprises at least 2% of the work force) and gender at the conclusion of each PERF cycle. Any promotions that were made off cycle shall be included in the analysis for the subsequent cycle.

3.5 Flexible Work Arrangements, Maternity and Parental Leave, and Other Policies.

- 3.5.1 Uber shall maintain and make available to all employees written policies on maternity, paternity, and parental leave; accommodation for breastfeeding and the location of lactation rooms; flexible work hours; and the procedure for requesting a reduced schedule with reduced pay.
- 3.5.2 Uber shall appoint a Flexible Work Liaison in Human Resources to receive and work with employees and their managers on requests for flexible work schedules, reduced hours for reduced pay, and maternity/parental leaves.
- 3.5.3 The employee’s manager shall make the ultimate decision whether to approve a flexible work schedule or reduced hours for reduced pay as well as the duration of the schedule based on agreed criteria (with the caveat that employees on flexible work schedules or reduced hours must be available as needed to fulfill business requirements that arise), and shall document and communicate to the employee and the Flexible Work Liaison the decision reached and reasons for denying a request, if the request is not granted.

3.6 Access to Management and Executive Leadership.

- 3.6.1 Uber shall offer a mentor to every Class Member. All mentors shall be trained on their roles, Uber’s expectations and techniques for success. Uber shall invite feedback from mentees on the engagement and effectiveness of their mentors and shall use that feedback to guide further training, mentor feedback and mentee assignments.

1 3.6.2 All executive leadership team members shall meet at least annually with the
2 following employee resource groups: LadyEng, LosUbers, and UberHue
(or their successors).

3 3.7 **Support to Address Skill Gaps.** All Software Engineer I new hires shall receive
4 a check-in approximately three months after their date of hire. At that time, Uber
5 shall outline in writing any technical and non-technical skill or competency gaps
6 detected as of that date, the resources Uber shall make available to address them,
7 the steps the employee should take to address them (including self-study), and a
date for a follow-up assessment of progress.

8 3.8 **Structure Changes.** If Uber changes the Covered Positions (*e.g.*, consolidates or
divides them into different job codes), the provisions of Section 3 shall apply to
9 the successor job codes during the term of this Agreement.

10 3.9 **Monitoring and Reporting.** Uber shall provide written reports to Class Counsel
11 setting forth its progress in implementing its commitments under Section 3 of this
12 Agreement (“Compliance Reports”) and shall meet with Class Counsel to discuss
13 such progress in accordance with the following schedule following the Effective
Date:

14 3.9.1 For the first two years following the Effective Date, such reporting and
15 meetings shall occur twice yearly, as close as feasible to the 6-month
anniversaries of the Effective Date.

16 3.9.2 At the end of the third, final year following the Effective Date, Uber shall
17 provide a final written report and the parties shall meet for a final time, as
close as feasible to the three-year anniversary of the Effective Date.

18 **4. COMPLIANCE DISPUTE RESOLUTION PROCEDURE FOR BUSINESS**
19 **PRACTICE CHANGES**

20 4.1 **Special Master.** No later than thirty (30) calendar days after the Effective Date,
21 the Parties shall jointly request that the Court appoint, pursuant to Federal Rule of
22 Civil Procedure 53, a Special Master. The Parties have selected Fred Alvarez,
23 Esq., as the Special Master. In the event that the appointee becomes unavailable,
the Parties shall meet and confer on a replacement and jointly request that the
Court appoint a replacement.

24 4.2 **Good Faith Review.** No later than thirty (30) calendar days after service of
25 Uber’s Compliance Reports (*see* Section 3.9), or, if at any time during the course
26 of this programmatic relief, Class Counsel identifies other grounds that they
27 believe constitute non-compliance with the terms of this Agreement, Defendant’s
28 Counsel and Class Counsel shall confer on whether Uber has complied with the
obligations under the terms of this Agreement. If the Parties disagree, then Class

1 Counsel shall, within fourteen (14) calendar days, submit to the Special Master a
2 statement of position contending that Uber failed to comply with the obligations
3 under the terms of this Agreement. Uber may, within fourteen (14) calendar days
4 of receiving that statement of position, submit a response/opposition to the Special
5 Master.

6 **4.3 Review by Special Master.** Upon receiving the Parties' submissions, the Special
7 Master may request additional written submissions, or require the Parties to appear
8 for a hearing, if appropriate. In any event, within thirty (30) calendar days of
9 receiving the Parties' submission(s), the Special Master shall issue a written
10 decision regarding whether Uber has met its obligations or is non-compliant with
11 the Agreement in any respect. If Uber has not met its obligations or is non-
12 compliant with the Agreement, it shall have thirty (30) calendar days following
13 receipt of the Special Master's decision to meet the obligations or otherwise cure
14 any non-compliance. If Uber fails to cure within this time period, Plaintiffs or
15 their representatives may seek to enforce compliance through the Court.

16 **4.4 Objections to Special Master's Decision.** Should either Party disagree with the
17 Special Master's ruling, such Party may file an objection before the assigned
18 district court judge pursuant to Federal Rule of Civil Procedure 53 after first
19 conferring in good faith with the other Party in an effort to resolve the dispute.

20 **4.5 Special Master Fees.** Uber shall pay the Special Master's fees and expenses, if
21 any, separate and apart from the Settlement Fund.

22 **5. MONETARY RELIEF**

23 **5.1 Gross Fund Payment.** No later than ten (10) calendar days after the date on
24 which the Court grants final approval of the settlement, Uber shall wire Ten
25 Million Dollars (\$10,000,000) to the Settlement Administrator for the Gross Fund.

26 **5.2 Gross Fund.** The Gross Fund shall be deposited into a common fund and
27 allocated as follows, as of the Effective Date:

28 **5.2.1** Thirty-Seven Thousand Five Hundred Dollars (\$37,500) for the PAGA
Penalty payment to the California Labor and Workforce Development
Agency ("LWDA") (*i.e.*, 75% of the total PAGA Penalty);

5.2.2 Twelve Thousand Five Hundred Dollars (\$12,500) (*i.e.*, 25% of the total
PAGA Penalty), for distribution in accordance with Section 5.3 among the
California Class Members for pay periods worked in California from June
22, 2016 through the date of Order Granting Preliminary Approval;

5.2.3 Service Awards as awarded by the Court, in an aggregate amount not to
exceed Eighty Thousand Dollars (\$80,000) as described in Section 7.1 and

1 as approved by the Court. Should the Court award less, the remainder shall
2 be added in proportionate shares to Funds A and B;

3 5.2.4 The fees and costs of the Settlement Administrator, estimated to be One
4 Hundred Ten Thousand Dollars (\$110,000), including but not limited to the
5 cost of Notice and processing of Claim Forms;

6 5.2.5 Class Counsel's costs as awarded by the Court, not to exceed One-Hundred
7 Seventy Thousand Dollars (\$170,000). Should the Court award less, the
8 remainder shall be added in proportionate shares to Funds A and B;

9 5.2.6 Class Counsel's attorneys' fees as awarded by the Court, not to exceed
10 Three Million Dollars (\$3,000,000), which includes but is not limited to
11 their continuing obligations under this Agreement. Should the Court award
12 less, the remainder shall be added in proportionate shares to Funds A and B;

13 5.2.7 One Million Nine Hundred Thousand Dollars (\$1,900,000) to Fund B,
14 defined in Section 1.18.2, which shall be distributed to Class Members who
15 timely file Claim Forms, based on the plan of allocation set forth in Section
16 5.5. Any remainder not claimed and awarded from Fund B shall be
17 redistributed to Fund A. No amount shall revert to Uber; and

18 5.2.8 The Gross Fund minus the amounts set forth in Sections 5.2.1 through 5.2.7
19 to Fund A, defined in Section 1.18.1, which shall be distributed to Class
20 Members without the need for the submission of a Claim Form, based on the
21 plan of allocation set forth in Section 5.4.

22 **5.3 Allocation of the PAGA Penalty Payment to California Class Members Who
23 Worked During Pay Periods from June 22, 2016 through Date of Order
24 Granting Preliminary Approval ("PAGA Period").**

25 The total sum of Twelve Thousand Five Hundred Dollars (\$12,500) shall be
26 divided among California Class Members for pay periods worked in California
27 during the PAGA Period for their claims for penalties under PAGA (liability
28 commences on June 22, 2016). Each California Class Member's share shall be
calculated by (i) dividing the number of pay periods the Class Member worked
during the PAGA Period by the total number of pay periods worked by all
California Class Members during the PAGA Period, and then (ii) multiplying the
member's fractional percentage by \$12,500.

5.4 Allocation of Individual Monetary Awards from Fund A.

5.4.1 **Category 1: All Work Weeks Nationwide – July 31, 2013 through July
30, 2014.** For each work week they were paid for work from July 31, 2013
through July 30, 2014, all Rule 23 Class Members shall receive **one point**,
adjusted by the appropriate Job Title Multiplier, as set forth in Table 1.

1 These points account for the following claims: claims under California
2 Business and Professions Code Section 17200 *et seq.* and Section 1981 of
3 the 1866 Civil Rights Act for the period from July 31, 2013 through July 30,
4 2014.

5 However, if any Class Member had previously signed a release
6 encompassing claims covered by Section 5.4.1, the Class Member shall
7 receive zero points under Section 5.4.1.

8 **Table 1: Job Title Multipliers**

Job Code Group	Job Title Multiplier
10397 (Software Engineer I)	1.0
10407 (Software Engineer II)	1.2
10415 (Senior Software Engineer)	1.4
20132 (Senior Software Engineer II)	1.6
10426 (Staff Software Engineer)	1.8

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16 **5.4.2 Category 2: All Work Weeks in California from July 31, 2014 through**
17 **Date of Order Granting Preliminary Approval.**

18 For each work week they were paid for work in California from July 31,
19 2014 through the date of Order Granting Preliminary Approval, the Rule 23
20 Class Members and the Collective Action Plaintiffs shall receive the **two**
21 **and a half (2.5) points**, adjusted by the appropriate Job Title Multiplier, as
22 set forth in Table 1. These points account for the following claims: claims
23 under the Equal Pay Act of 1963, as amended, 29 U.S.C. 206(d) (liability
24 period commences on July 31, 2014), Title VII of the Civil Rights Act of
25 1964 (liability period commences on October 5, 2016), and Section 1981 of
26 the 1866 Civil Rights Act, and their claims under the California Fair
27 Employment and Housing Act, Cal. Gov't Code §12940, *et seq.* (liability
28 period commences on July 31, 2016), the California Equal Pay Act, Cal.
Lab. Code §1197.5 (liability commences on July 31, 2014), the California
Fair Pay Act, Cal. Lab. Code §1197.5 (liability commences on January 1,
2016), the California Business & Professions Code §17200, *et seq.* (liability
commences on July 31, 2014), and the California Labor Code §§201, 202,
203, 204, and 558.1 (liability commences on July 31, 2014).

1 However, if the Class Member had previously signed a release
2 encompassing claims covered by Section 5.4.2, the Class Member shall
3 receive fifty (50) percent of the points otherwise due for the time period
4 covered by the release.

5 **5.4.3 Category 3: All Work Weeks Outside of California from July 31, 2014**
6 **through Date of Order Granting Preliminary Approval.**

7 For each work week they were paid for work in the United States but
8 *outside of* the State of California from July 31, 2014 through the date of
9 Order Granting Preliminary Approval, the Nationwide Class Members and
10 the Collective Action Plaintiffs (Excluding those in California) shall receive
11 **two (2) points**, adjusted by the appropriate Job Title Multiplier, as set forth
12 in Table 1. These points account for the following claims: claims under the
13 Equal Pay Act of 1963, as amended, 29 U.S.C. 206(d) (liability period
14 commences on July 31, 2014), Title VII of the Civil Rights Act of 1964
15 (liability period commences on October 5, 2016), Section 1981 of the 1866
16 Civil Rights Act, and the other state and local claims they are releasing
17 under this Agreement.

18 However, if the Class Member had previously signed a release
19 encompassing claims covered by Section 5.4.3, the Class Member shall
20 receive fifty (50) percent of the points otherwise due for the time period
21 covered by the release.

22 **5.4.4 Part-time Employees.** The points of any Rule 23 Class Member and
23 Collective Action Plaintiff who works or has worked on a part-time basis
24 shall be pro-rated consistent with the individual's base salary proration for
25 each work week for each point calculation in Sections 5.4.1 through 5.4.3.

26 **5.4.5 Calculating the Value of Each Collective Action Plaintiff's and Class**
27 **Member's Award from Fund A.**

28 **Step 1:** The Settlement Administrator shall sum each individual's total
points from Sections 5.3.1 through 5.3.3, to the extent any section is
applicable to the individual, applying the relevant multipliers.

Step 2: The Settlement Administrator shall calculate each individual's
percentage of the Settlement Awards Fund by dividing the individual's total
points as determined in Step 1 by the total points in Fund A of all Collective
Action Plaintiffs and Class Members who did not file Opt-Out Statements.

Step 3: The Settlement Administrator shall then multiply the individual's
percentage as determined in Step 2 by the amount of Fund A to determine
each individual's award.

1 5.4.6 **Uber to Provide Information.** No later than fifteen (15) calendar days
2 after the date of the Order Granting Preliminary Approval, Uber shall
3 provide the Settlement Administrator with the information required by the
4 Settlement Administrator to issue the Notice and finalize the initial
5 calculations required for Fund A, including the dates worked in each
6 Covered Position through that Preliminary Approval date for all Collective
7 Action Plaintiffs and Class Members.

6 5.5 **Allocation of Individual Monetary Awards from Fund B for Effects of**
7 **Harassment and Discrimination (Beyond Compensation Loss).**

8 5.5.1 Rule 23 Class Members who experienced and seek an award for (a) gender,
9 race or national origin harassment or hostile work environment, regardless
10 of whether or not they sought medical or psychological treatment, and/or (b)
11 gender, race or national origin discrimination in compensation, raises, job
12 assignments, job code placement, evaluations, ratings, promotions,
13 demotions, or other terms and conditions of employment that caused them to
14 seek medical or psychological treatment, in either case while employed by
15 Uber on or after July 31, 2013, may submit a Claim Form to the Settlement
16 Administrator for an award from Fund B no later than the deadline set forth
17 in the Notice and Claim Form.

18 5.5.2 The Settlement Administrator shall evaluate Claim Forms for Fund B based
19 on objective criteria, in light of the claims being released and the factual
20 showing made in each Claim Form. Class Counsel and Defendant's
21 Counsel (which is outside counsel, Paul Hastings LLP, as defined in Section
22 1.9) together shall assist the Settlement Administrator in its evaluations.
23 Each question in the Claim Form will be worth a designated number of
24 points, with a total of 100 possible points available per Claim Form. The
25 dollar value per point will be equal to the value of Fund B divided by the
26 aggregate total of all points awarded by the Settlement Administrator,
27 except that the maximum possible value per point shall be \$1,000, such that
28 the maximum possible value per Claim Form shall be One Hundred
29 Thousand Dollars (\$100,000), unless the Parties agree that there are special
30 circumstances warranting an upward adjustment. Any such upward
31 adjustment will be disclosed to the Court in the Motion for Order Granting
32 Final Approval.

33 5.5.3 The Settlement Administrator shall complete the evaluation no later than
34 thirty-five (35) calendar days from the Claim Form submission deadline.

35 5.5.4 The Settlement Administrator shall make the final determination on the
36 dollar awards from Fund B for each Rule 23 Class Member, subject to
37 approval of the Court at the Final Approval Hearing.

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5.5.5 Any amount remaining unallocated from Fund B shall be allocated to Fund A.

5.6 **Distribution of Monetary Awards.** The Settlement Administrator shall distribute the individual monetary awards accordingly on the time schedule described herein and pursuant to the orders of the Court.

5.7 **Payroll Taxes.** Separate and apart from the Gross Fund, the Settlement Administrator shall calculate and Uber shall pay to the Settlement Administrator the employer’s share of any statutory FICA, FUTA, and other payroll taxes arising from any payments to Collective Action Plaintiffs and Class Members for wages. The Settlement Administrator shall be responsible for remitting those taxes to the appropriate state and federal taxing authorities, filing the required tax returns and issuing the required IRS forms to the Class Members and Collective Action Plaintiffs.

5.8 **Control of the Gross Fund.** The Gross Fund shall be controlled by the Settlement Administrator subject to the terms of this Agreement and any orders of the Court. Interest earned on the Gross Fund, if any, shall derive from interest earned on uncashed checks, if any, and may be retained by the Settlement Administrator to cover the cost of administering the resolution of those uncashed checks.

5.9 **Common Fund.** The Gross Fund shall constitute a “common fund.” Upon opening this account, Uber shall execute an election statement provided by the Settlement Administrator which shall be affixed to the initial tax return of the Gross Fund in order to establish the start date of the Gross Fund. The Gross Fund shall be created, managed and disbursed by the Settlement Administrator under the supervision of Class Counsel and Defendant’s Counsel. The Settlement Administrator shall be the only entity authorized to make withdrawals or payments from the Gross Fund.

5.10 **Return of Gross Fund.** The Settlement Administrator shall have the obligation to return to Uber the entire Gross Fund (excluding the costs incurred by the Settlement Administrator) within seven (7) calendar days in the event that this Agreement is rendered null and void.

6. ATTORNEYS’ FEES AND COSTS

6.1 At least twenty-one (21) calendar days before the objection deadline, Class Counsel shall petition the Court for an award of attorneys’ fees in a sum not to exceed Three Million Dollars (\$3,000,000) and costs not to exceed One Hundred Seventy Thousand Dollars (\$170,000) that shall fully compensate Class Counsel for the attorneys’ fees and litigation costs incurred at any time in connection with the Action, including any applicable multiplier. Should the Court award a lesser

1 amount of fees or costs, the difference between this amount and the amount
2 awarded for fees and costs shall be added in proportionate shares to Funds A and
3 B.

4 6.2 Uber agrees that Plaintiffs are entitled to an award of reasonable attorneys' fees
5 and costs in the Action. The Parties agree that the full amount of the attorneys'
6 fees and costs awarded in this action shall be paid from the Gross Fund.

7 6.3 The outcome of any proceeding related to Class Counsel's application for
8 attorneys' fees and costs shall not terminate this Agreement or otherwise affect the
9 Court's Final Approval ruling.

10 6.4 Payment of Class Counsel's attorneys' fees and costs approved by the Court shall
11 be made from the Gross Fund within fifteen (15) calendar days after the Effective
12 Date.

13 **7. SERVICE AWARDS**

14 7.1 At least twenty-one (21) calendar days before the objection deadline, Plaintiffs
15 shall apply to the Court to receive the following Service Awards: Up to Fifty
16 Thousand Dollars (\$50,000) for Plaintiff Roxana del Toro Lopez and up to Thirty
17 Thousand Dollars (\$30,000) for Plaintiff Ana Medina in recognition of their
18 services to the Class and in exchange for signing a general release of all claims in
19 a form acceptable to Uber. Should the Court award a lesser amount of Service
20 Awards, the difference between these amounts and the amounts awarded for
21 Service Awards shall be added in proportionate shares to Funds A and B.

22 7.2 Uber shall not oppose and agrees to pay the Court-approved Service Awards up to
23 the above-listed amounts. The Service Awards and the requirements for obtaining
24 such payments are separate and apart from, and in addition to, the Named
25 Plaintiffs' recovery from the Net Fund.

26 7.3 The outcome of the Court's ruling on the application for Service Awards shall not
27 terminate this Agreement or otherwise affect the Court's Final Approval ruling.

28 7.4 Payment of Service Awards approved by the Court shall be made from the Gross
Fund within fifteen (15) calendar days after the Effective Date.

8. DISTRIBUTION OF INDIVIDUAL MONETARY AWARDS

8.1 **Settlement Checks.** The Settlement Administrator shall mail all individual
monetary awards no later than thirty (30) calendar days after it receives the Gross
Fund Payment set forth in Section 5.1. The face of each check shall clearly state
that it must be cashed within one hundred eighty (180) calendar days.

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8.2 **Reminder Postcards.** The Settlement Administrator shall, thirty (30) calendar days prior to the check expiration date, send a reminder postcard to those Named Plaintiffs, Collective Action Plaintiffs, and Class Members who have not yet cashed their settlement award checks and shall provide Class Counsel and Defense Counsel with copies of those postcards. The Settlement Administrator shall also attempt to contact those Named Plaintiffs, Collective Action Plaintiffs, and Class Members via telephone (and may also use email if the Settlement Administrator has an email address for the individual).

8.3 **Returned Settlement Award Checks.** The Settlement Administrator shall perform an address trace for any undeliverable checks, and re-send the checks if a different address is found, within three (3) business days of receipt of any undeliverable check.

8.4 **Uncashed Checks and Unused Funds.** If any Named Plaintiff, Collective Action Plaintiff, or Class Member fails to cash his/her award check within one hundred eighty (180) calendar days, the funds shall be distributed in equal shares to the following organizations approved by the Court (and any appellate court, if applicable) as valid *cy pres* beneficiaries: Girls Who Code, the Mexican American Legal Defense and Educational Fund (“MALDEF”) and the NAACP Legal Defense and Educational Fund. Funds distributed to MALDEF and the NAACP LDF must be used only for efforts to challenge discrimination in employment. If the Court (or any appellate court, if applicable) determines that any *cy pres* recipient is inappropriate, the funds shall be distributed in equal shares to the remaining *cy pres* recipient(s), and if none remains, then those funds should escheat to the state of the Class Member’s residence.

8.5 **Final Report by Settlement Administrator.** No later than ten (10) calendar days after the check void date, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel with a declaration providing a final report on the disbursements of all funds.

8.6 **Taxability of Settlement Payments.**

8.6.1 For tax purposes:

- (1) Payments to California Class Members for PAGA penalties pursuant to Section 5.3 shall be treated as 1099 non-wage income.
- (2) 50% of payments to Collective Action Plaintiffs and Rule 23 Class Members pursuant to Section 5.4 shall be treated as W-2 wage payments and 50% of such payments shall be treated as 1099 non-wage income as compensatory or liquidated damages/non-wage damages and interest.

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(3) Payments to Rule 23 Class Members pursuant to Section 5.5 shall be designated by the Settlement Administrator as 1099 emotional distress damages or other non-wage income, except that any payments for lost compensation from Fund B shall be designated as W-2 wage payments.

8.6.2 Payments treated as W-2 wages pursuant to Sections 5.4 and 5.5 shall be made net of all applicable employment taxes, including, without limitation, federal, state, and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service (“IRS”) and the payee under the payee’s name and social security number on an IRS Form W-2. Payments treated as compensatory or liquidated damages/non-wage damages and interest pursuant to Section 5.3 and 5.4 shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee’s name and social security number on an IRS Form 1099, as shall penalties for the California Class only. Any Service Awards made pursuant to Section 7.1 shall be made without withholding and reported to the IRS under the payee’s name and social security number on an IRS Form 1099.

8.6.3 In the event that it is subsequently determined by a tax authority that any Plaintiff, Collective Action Plaintiff, or Rule 23 Class Member owes any additional taxes with respect to any money distributed under this Agreement, it is expressly agreed that the determination of any tax liability is between the payment recipient and the tax authorities, and that Uber shall not be responsible for the payment of such taxes, including any interest and penalties.

9. FORM OF NOTICE AND CLAIM FORM

9.1 All Collective Action Plaintiffs and Rule 23 Class Members shall receive a Notice substantially in the form evidenced by Exhibit A and a Claim Form substantially in the form evidenced by Exhibit B, each attached hereto. The Notice shall be tailored for each individual and have pre-printed information regarding that individual’s name, contact information, and information pertinent to the estimated allocation under Fund A for the Named Plaintiff, Collective Action Plaintiff, and/or Class Member. The Notice and Claim Form shall be enclosed in an envelope substantially in the form evidenced by Exhibit C, attached hereto.

10. ADMINISTRATION OF SETTLEMENT

10.1 Settlement Administrator’s Duties.

10.1.1 The Settlement Administrator shall (1) mail the Notice to the Collective Action Plaintiffs and Class Members after performing any address checks

1 required by Section 10.2.4; (2) respond to questions from Collective Action
2 Plaintiffs and Class Members; (3) distribute individual monetary awards to
3 Collective Action Plaintiffs and Class Members; (4) maintain a toll-free
4 number for communicating with Collective Action Plaintiffs and Class
5 Members; (5) no later than fifteen (15) calendar days after the Effective
6 Date, distribute Service Awards to Named Plaintiffs; (6) no later than fifteen
7 (15) calendar days after the Effective Date, distribute amounts approved by
8 the Court as Attorneys' Fees and Incurred Costs to Class Counsel; (7) no
9 later than fifteen (15) calendar days after the Effective Date, place in escrow
10 all other amounts transmitted by Uber; (8) no later than fifteen (15) calendar
11 days after the Effective Date, forward payment to the LWDA; (9) determine
12 the employer's share of taxes owed and remit them to the taxing authorities,
13 file required state and federal tax returns, and take all other actions required
14 by Sections 5.3 through 5.10; (10) distribute funds to the *cy pres* recipients;
15 and (11) perform any other duties necessary to carry out its responsibilities
16 described in this Agreement.

17 10.1.2 The Parties agree to cooperate with the Settlement Administrator and assist
18 it in any way possible in administering the terms of this Agreement. The
19 Parties agree to cooperate in the settlement administration process and work
20 with the Settlement Administrator in making all reasonable efforts to control
21 and minimize the costs and expenses incurred in the administration of the
22 Settlement.

23 10.1.3 At least five (5) business days prior to the Final Approval Hearing, the
24 Settlement Administrator shall provide Class Counsel and Defendant's
25 Counsel with a statement detailing its costs of administration, which Class
26 Counsel shall file with the Court.

27 10.2 Notice and Claim Form Procedures.

28 10.2.1 No later than fifteen (15) calendar days after the date of entry of the order
granting Preliminary Approval, Uber shall provide to the Settlement
Administrator a list of all Collective Action Plaintiffs and Rule 23 Class
Members, including full name (maiden and married names, where
applicable), last known home address, email (if known), telephone
numbers(s), employee identification number, social security number, and
number of work weeks worked during each relevant period in each job code
including whether those work weeks were full-time versus part-time weeks,
in a format reasonably acceptable to the Settlement Administrator
("Settlement Class List"). The Settlement Administrator shall maintain this
list in the strictest confidence and shall not disclose it to anyone except
Class Counsel, who may receive the employee identification number and
number of work weeks worked during each relevant period in each job code,

1 including whether those work weeks were full-time versus part-time weeks,
2 for use only for purposes of administering this Settlement.

3 10.2.2 No later than twenty (20) calendar days after Uber provides the Settlement
4 Class List, the Settlement Administrator shall mail the Notice and Claim
5 Form in substantively the form attached hereto as Exhibits A and B,
6 respectively, and as approved by the Court, to the Collective Action
7 Plaintiffs and Rule 23 Class Members, by United States first class mail,
8 postage prepaid, and will transmit a copy by email to those Collective
9 Action Plaintiffs and Rule 23 Class Members who have provided a personal
10 email address to Uber. The Parties intend to provide actual notice to each
11 Collective Action Plaintiff and Rule 23 Class Member, to the extent
12 practicable.

13 10.2.3 The Settlement Administrator shall also create a secure website to enable
14 Rule 23 Class Members to review the Notice and submit a Claim Form for
15 Fund B online.

16 10.2.4 In order to provide the best notice practicable, the Settlement Administrator
17 shall run the list of Collective Action Plaintiffs and Rule 23 Class Members
18 through the United States Postal Service's National Change of Address
19 database before mailing the Notice.

20 10.2.5 In the event that Notices are returned to the Settlement Administrator by the
21 United States Postal Service because the address of the recipient is no longer
22 valid, *i.e.*, the envelope is marked "Return to Sender," the Settlement
23 Administrator shall perform a standard skip trace up to two (2) times in an
24 effort to attempt to ascertain the current address of the particular individual
25 in question and, if such an address is ascertained, the Settlement
26 Administrator shall re-send the Notice by First Class U.S. Mail to the new
27 address within three (3) business days of receiving the newly ascertained
28 address.

10.2.6 With respect to envelopes marked "Return to Sender," the Settlement
Administrator may also call any identified last-known telephone numbers
(and telephone numbers updated through public and proprietary databases)
of Collective Action Plaintiffs and/or Rule 23 Class Members to obtain
current addresses, and may request from Defendant's Counsel updated
contact information for those currently employed by Uber. Defendant's
Counsel shall provide updated contact information for those currently
employed by Uber in response to requests from the Settlement
Administrator.

10.2.7 Class Members shall have forty-five (45) calendar days from the date of
mailing to submit their Claim Forms for Fund B ("Claims Period"). Rule 23

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Class Members and Collective Action Plaintiffs are not required to file a Claim Form to receive their shares from Fund A.

10.2.8 The Settlement Administrator shall also send out a reminder email and reminder postcard twenty-five (25) calendar days after the initial mailing of the Notice to those who have not submitted a Claim Form for Fund B or opted out of the settlement.

10.2.9 During the forty-five (45) calendar-day Notice Period, the Settlement Administrator shall provide the Parties with weekly summaries as to the status of Notice mailings, including the number of Notices that were re-mailed, the number of successful and unsuccessful mailings, the number of Claim Forms submitted, and the number of individuals who have opted out and/or objected.

10.2.10 The Settlement Administrator shall provide to the Parties, at least ten (10) calendar days prior to the close of the Notice Period, a list of persons potentially eligible to be Collective Action Plaintiffs and Class Members to whom notices were returned as undeliverable and for whom efforts to obtain an alternative address failed.

10.2.11 Class Counsel shall provide the Court, at least five (5) calendar days prior to the Final Approval Hearing, a declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Notice.

10.3 Opt-Outs.

10.3.1 Individuals in the Rule 23 Class may request exclusion from the monetary relief provisions of the Settlement by “opting out” as follows:

- (1) Class Members who do not submit a Claim Form for Fund B must opt out of the Settlement no later than forty-five (45) calendar days after Notice is first mailed.
- (2) Class Members who submit a Claim Form for Fund B must opt out of the Settlement no later than twenty-one (21) calendar days after the Fund B Calculation Notice is first mailed by the Settlement Administrator.

10.3.2 Any individual who chooses to opt out pursuant to Section 10.3.1(1) or (2) must mail a written, signed statement to the Settlement Administrator saying that s/he wishes to be excluded from the *del Toro Lopez v. Uber Technologies, Inc.* Settlement and that s/he understands that s/he will not receive money from it (“Opt-Out Statement”). The Opt-Out Statement must contain the (1) name, (2) address, (3) telephone number, and (4) signature of

1 the individual to be valid. To be effective, such Opt-Out Statement must be
2 sent via mail and postmarked by a date certain to be specified on the Notice.
3 The postmark date of the mailing envelope shall be the exclusive means
4 used to determine whether a request for exclusion (opt-out) has been timely
5 submitted. The Opt-Out Statement must be personally signed in ink by the
6 Rule 23 Class Member who seeks to opt out. No request to opt out may be
7 made on behalf of a group of Class Members.

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9 10.3.3 The Settlement Administrator shall stamp on the original of any Opt-Out
10 Statement that it receives the date it was received, and shall serve copies of
11 each Opt-Out Statement on Class Counsel and Defendant's Counsel by
12 email no later than two (2) business days after receipt thereof. The
13 Settlement Administrator shall, within two (2) business days after the end of
14 each Opt-Out Period, send a final list of all Opt-Out Statements to Class
15 Counsel and Defendant's Counsel by email. The Settlement Administrator
16 shall retain the stamped originals of all Opt-Out Statements and originals of
17 all envelopes accompanying Opt-Out Statements in its files until such time
18 as the Settlement Administrator is relieved of its duties and responsibilities
19 under this Agreement.

20 10.3.4 The share of any Opt-Out, as calculated pursuant to Section 5.4, shall
21 remain in Fund A for distribution to those who did not timely opt out of the
22 Settlement.

23 10.4 **Objections and Written Comments.**

24 10.4.1 Rule 23 Class Members and Collective Action Plaintiffs who wish to
25 present objections to or written comments about the Settlement at the
26 Fairness Hearing must first do so in a written, signed statement. To be
27 considered, such objections must be mailed to the Class Action Clerk,
28 United States District Court for the Northern District of California, 1301
Clay Street, Oakland, CA 94612, or filed in person at any location of the
United States District Court for the Northern District of California no later
than twenty-one (21) days after the Fund B Calculation Notice is first
mailed by the Settlement Administrator.

10.4.2 The postmark date or filing date of the objection shall be the exclusive
means for determining that an objection is timely. The statement must
contain the name, address, telephone number, and signature of the Class
Member or Collective Action Plaintiff and must clearly identify the case name
and number (*del Toro Lopez v. Uber Technologies, Inc.*, Case Number 17
Civ. 36255) to be valid. Class Members and Collective Action Plaintiffs
who fail to make objections in the manner and by the deadline specified in
Section 10.4.1 shall be deemed to have waived any objections and shall be

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foreclosed from making any objection (whether by appeal or otherwise) to the Agreement.

10.4.3 A Class Member or Collective Action Plaintiff who objects or comments on the Settlement may also appear at the Final Approval Hearing, either in person or through his/her own attorney, but first must file with the Class Action Clerk at the address listed in Section 10.4.1, a “Notice of Intention to Appear at the Fairness Hearing in *del Toro Lopez v. Uber Technologies, Inc.*, Case Number 15 Civ. 36255” (“Notice of Intention to Appear”) no later than the deadline for the objection set forth in Section 10.4.1. This Notice must include the objector’s name, address, telephone number, and signature. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Class Member or Collective Action Plaintiff (or his/her counsel) shall present to the Court in connection with the Fairness Hearing. Any Class Member or Collective Action Plaintiff who does not provide a Notice of Intention to Appear in complete accordance with the deadline and other specifications set forth in the Notice, and who has not filed an Objection in complete accordance with the deadlines and other specifications set forth in this paragraph and the Notice, shall be barred from speaking or otherwise presenting any views at any Fairness Hearing unless the Court, in the exercise of its discretion, excuses compliance with this requirement upon a showing of good cause.

10.4.4 An objector may withdraw his/her objections at any time.

10.4.5 Any lawyer representing a Class Member or Collective Action Plaintiff for the purpose of making objections must also file a Notice of Appearance with the Court by the deadline for the objection set forth in Section 10.4.1.

10.4.6 Any individual who has requested exclusion by submitting a valid Opt-Out Statement may not submit objections to the Settlement.

10.4.7 Plaintiffs and/or Uber may file with the Court written responses to any objections at least seven (7) calendar days before the Fairness Hearing.

10.4.8 **Waiver of Right to Appeal.** Provided that the judgment against Uber is consistent with the terms and conditions of this Agreement, then Named Plaintiffs, Collective Action Plaintiffs, and Class Members who did not timely submit an objection to the Settlement and their counsel, as well as Uber and its counsel, hereby waive any and all rights to appeal from the judgment against Uber, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, a motion under Federal Rule of Civil Procedure 60, and any extraordinary writ, and the judgment therefore shall become final and non-appealable at the time it is entered. The waiver does not include any waiver

1 of the right to oppose any appeal, appellate proceedings, or post-judgment
2 proceedings. Notwithstanding the foregoing, Named Plaintiffs and their
3 counsel do not waive their right to appeal any order regarding attorneys'
fees or costs.

4 **10.5 No Solicitation of Objection or Request to Opt Out.** The Parties agree that the
5 decision to opt out should be left to the individual Class Members. If contacted by
6 a Class Member, Class Counsel may provide any advice or assistance to any Class
7 Member who requests them to do so. If Defendant's Counsel is contacted by
8 Class Members regarding the Settlement, counsel shall refer the call or
9 communication to Class Counsel. In addition, at no time shall Plaintiffs, Uber, or
10 their respective counsel seek to solicit or otherwise encourage Class Members or
any other persons to submit written objections to the settlement or encourage
Class Members to appeal the Court's final approval order and entry of judgment,
or to opt out of the Settlement.

11. PRELIMINARY AND FINAL APPROVAL

12 **11.1 Preliminary Approval by the Court.** Within twenty-eight (28) calendar days of
13 the execution of this Agreement, Plaintiffs shall submit to the Court a Motion for
14 Preliminary Approval of the Settlement ("Preliminary Approval Motion"). The
15 Preliminary Approval Motion shall seek the setting of dates for opt-outs,
objections, and a Fairness Hearing and shall present the [Proposed] Order
Granting Preliminary Approval attached hereto as Exhibit D.

16 **11.2 Final Order and Judgment from the Court.** Plaintiffs shall seek to obtain from
17 the Court an Order Granting Final Approval. The motion shall, among other
18 things, seek: (a) final certification of the Rule 23 Class for purposes of settlement;
19 (b) final approval of settlement of the Collective Action Plaintiffs' EPA claims;
20 (c) final approval of settlement of the Rule 23 Class Members' claims as fair,
adequate, reasonable, and binding on all Class Members who have not opted out;
and (d) an entry of judgment in accordance with this Agreement.

21 **11.3 Fairness Hearing.** The Fairness Hearing shall be held at the Court's
22 convenience, but not earlier than ninety (90) calendar days after CAFA notices are
served.

23 12. RELEASE

24 12.1 Rule 23 Class Members, including Named Plaintiffs.

25
26 Upon the Effective Date, and except as to such rights or claims as may be created
27 by this Agreement, each member of the Rule 23 Class, who does not timely opt
28 out pursuant to this Agreement, on his/her behalf and on behalf of his/her
respective current, former and future heirs, spouses, executors, administrators,

1 agents, and attorneys, fully releases and discharges all Released Parties from all
2 claims asserted in the Complaint under applicable state, local, and federal law or
3 that are based on the same facts and circumstances as the claims brought in the
Complaint.

4 The rights and claims released (“Released Claims”) include: (i) claims for
5 unequal pay, and (ii) claims for disparate treatment and pattern and practice
6 discrimination based on gender, race and national origin with respect to all forms
7 of compensation (including but not limited to salary, bonus, and stock or equity
8 awards), raises, job assignments, job code placement, demotions, denial of
9 promotion, delayed promotion, performance ratings, ratings used for purposes of
10 compensation rewards (including bonus and stock awards), and other terms and
11 conditions of employment; and (iii) claims for disparate impact discrimination
12 based on gender, race and national origin with respect to all forms of
13 compensation (including but not limited to salary, bonus, and stock or equity
awards), raises, job assignments, job code placement, demotions, denial of
promotion, delayed promotion, performance ratings, ratings used for purposes of
compensation rewards (including bonus and stock awards), and other terms and
conditions of employment; and (iv) claims for gender, race and national origin
harassment.

14 The Released Claims arise under the following laws and their implementing
15 regulations and include all forms of damages (including but not limited to
16 economic, emotional distress, punitive and exemplary damages, and damages to
17 reputation): (i) Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000e, *et*
18 *seq.*, (ii) Section 1981 of the Civil Rights Act; (iii) for those who work or worked
19 in California: the California Fair Employment and Housing Act, Cal. Gov’t Code
20 §12940, *et seq.*, the California Equal Pay Act, Cal. Lab. Code §1197.5, the
21 California Fair Pay Act, Cal. Lab. Code §§1197.5 and 1194.5 (on and after
22 January 1, 2016), the California’s Business & Professions Code §17200, *et seq.*,
23 the Labor Code Private Attorneys General Act (PAGA), Cal. Lab. Code §§2698-
24 2699, and Cal. Lab. Code §§201, 202, 203, 204, and 558.1; and (iv) for those who
25 work or worked in the District of Columbia or in states outside of California, the
26 state and local laws of similar import in their respective jurisdictions, including,
27 but not limited to, Arizona Rev. Stat. Ann. §23-341, Colorado Rev. Stat. Ann. §8-
28 5-101, *et seq.*; Illinois Equal Pay Act of 2003, 820 Ill. Comp. Stat. 112/1, *et seq.*;
Kentucky Equal Pay Law, Ky. Rev. Stat. Ann. §337.423; Massachusetts Gen.
Laws Ann. 149 §105A; Michigan Comp. Laws Ann. §408.423 and §750.556;
Missouri Rev. Stat. §290.400; New Jersey Equal Pay Act, N.J. Rev. Stat. §34:11-
56.1, *et seq.*; Equal Pay Provision of the New York State Labor Law, N.Y. Labor
Law §194; Ohio Minimum Fair Wage Standards Act, Ohio Rev. Code Ann.
§4111.17(A); Oregon Equal Pay Statute, Or. Rev. Stat. §652.220; Pennsylvania
Equal Pay Law, 43 Pa. Cons. Stat. §336.3; and Washington Rev. Code
§49.12.175. The Released Claims are limited to the facts and circumstances pled

1 in the Complaint and do not include claims for, among other things, disability
2 discrimination, retaliation, or wrongful discharge.

3 Only as to the claims released herein, each member of the Rule 23 Class waives
4 all rights and benefits afforded by Section 1542 of the Civil Code of the State of
5 California, and does so understanding the significance of that waiver. Section
6 1542 provides:

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

11 Those Rule 23 Class Members who did not opt into the EPA collective action by
12 cashing their settlement check do not release their potential federal EPA claims,
13 29 U.S.C. §206(d).

14 **12.2 Collective Action Plaintiffs, including Named Plaintiffs.** Upon the Effective
15 Date, and except as to such rights or claims as may be created by this Agreement,
16 each Collective Action Plaintiff, on behalf of her respective current, former and
17 future heirs, spouses, executors, administrators, agents, and attorneys, fully
18 releases and discharges all Released Parties from all gender-based discrimination
19 claims involving alleged unequal, disparate, or unfair compensation under the
20 Equal Pay Act, 29 U.S.C. §206(d), that were brought in the Complaint or that are
21 based on the same facts and circumstances as the claims brought in the Complaint.
22 Collective Action Plaintiffs who cash their settlement checks shall be deemed to
23 have accepted this Release. Only as to the claims released herein, each Collective
24 Action Plaintiff waives all rights and benefits afforded by Section 1542 of the
25 Civil Code of the State of California (quoted in Section 12.1), and does so
26 understanding the significance of that waiver.

27 **12.3 Events After Final Approval.** Nothing in this Agreement shall be construed to
28 bar any claims of the Named Plaintiffs, Collective Action Plaintiffs, or the Rule 23
Class Members based on or arising out of events occurring after the date of the
Order Granting Final Approval by the Court of the Agreement.

23 **13. UBER'S RIGHT TO WITHDRAW OR MODIFY AGREEMENT**

24 **13.1** If five percent (5%) or more of the Class Members validly elect not to participate
25 in the Settlement, Uber shall have the absolute right, in its sole discretion and
26 notwithstanding any other provisions of this Agreement, but subject to all the
27 provisions and time limits of this Section, either (i) to withdraw in writing from
28 and rescind this Agreement in which case all actions taken in its furtherance shall
be null and void for all purposes and may not be used or introduced in further
litigation except to determine whether Uber is entitled to withdraw from the

1 Agreement and has validly done so, or (ii) to modify this Agreement through
2 further negotiations with Class Counsel. Uber must exercise this right within ten
3 (10) calendar days after the Settlement Administrator sends the final list of all
4 Opt-Out Statements to Class Counsel and Defendant’s Counsel by email pursuant
5 to Section 10.3.3. If five percent (5%) or more of the Class Members opt out of
6 the monetary relief provisions of the Settlement, and Uber exercises its right to
7 void the Settlement, Uber shall pay the Settlement Administrator’s reasonable fees
8 and expenses incurred as of the date that Uber exercises its right to void the
9 Settlement.

10 13.2 If any of the Named Plaintiffs or Class Representatives submit a timely and
11 complete request for exclusion, Uber shall have the absolute right, in its sole
12 discretion and notwithstanding any other provisions of this Agreement, but subject
13 to all the provisions and time limits of this Section, to withdraw in writing from
14 this Agreement, or to modify this Agreement through further negotiations with
15 Class Counsel. If Uber does withdraw in conformity with the provisions and time
16 limits of this Section, the Agreement will be null and void for all purposes and
17 may not be used or introduced in further litigation except to determine whether
18 Uber is entitled to withdraw from the Agreement and has validly done so. Uber
19 shall have ten (10) calendar days after the expiration of all Class Members’
20 deadlines pursuant to the provisions described in the Notice of Class Action
21 Settlement to withdraw from (or modify through negotiation) this Agreement on
22 the basis that a Named Plaintiff or Class Representative has submitted a timely
23 and complete request for exclusion.

24 **14. INTERPRETATION AND ENFORCEMENT OF AGREEMENT**

25 14.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the
26 Parties with regard to the subject matter contained herein, and all prior and
27 contemporaneous negotiations and understandings between the Parties shall be
28 deemed merged into this Agreement.

14.2 **Binding Effect.** Upon execution of this Agreement by the Parties and their
counsel, this Agreement shall be binding upon the Parties unless the Court fails to
approve the Agreement as set forth herein.

14.3 **Notices to Counsel.** All notices to counsel required or desired to be given under
this Agreement shall be in writing and by overnight mail and email to lead counsel
for the respective Parties. Specifically, such notices shall be mailed to Jahan C.
Sagafi of Outten & Golden LLP and Nancy L. Abell of Paul Hastings LLP for
Uber, their respective addresses set forth below (or to such other address as any
such party of counsel may designate in a notice):

Jahan C. Sagafi
OUTTEN & GOLDEN LLP

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One Embarcadero Center, 38th Floor
San Francisco, CA 94111
jsagafi@outtengolden.com

Nancy L. Abell
PAUL HASTINGS LLP
515 South Flower Street, 25th Floor
Los Angeles, CA 90071
nancyabell@paulhastings.com

14.4 **Arm’s-Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arm’s length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

14.5 **Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

14.6 **Severability.** Following the Effective Date, if any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, subject to the limitations set forth above.

14.7 **Governing Law.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California, without regard to its choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

14.8 **Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby for three (3) years following the Effective Date.

14.9 **Waivers, etc. to Be in Writing.** No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court’s approval of this Agreement, shall be valid or binding unless in writing, signed by, or on behalf of all Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future

1 performance of the same provisions or of any of the other provisions of this
2 Agreement, and such Party, notwithstanding such failure, shall have the right
3 thereafter to insist upon the specific performance of any and all of the provisions
4 of this Agreement.

4 **14.10 Counterparts.** The Parties may execute this Agreement in counterparts, and
5 execution in counterparts shall have the same force and effect as if Plaintiffs and
6 Uber had signed the same instrument. The failure of one or more Plaintiffs to sign
7 this Agreement does not affect its enforceability, except as otherwise set forth
8 herein.

8 **14.11 Facsimile/Electronic Signatures.** Any Party may execute this Agreement by
9 causing her or its counsel to sign on the designated signature block below and
10 transmitting that signature page via facsimile or email to counsel for the other
11 Party. Any signature made and transmitted by facsimile or email for the purpose
12 of executing this Agreement shall be deemed an original signature for purposes of
13 this Agreement and shall be binding upon the Party whose counsel transmits the
14 signature page by facsimile or email.

13 **15. DUTIES OF THE PARTIES FOLLOWING COURT APPROVAL**

14 15.1 In connection with the Final Approval by the Court of this Agreement, Class
15 Counsel, and Counsel for Defendant shall submit a proposed final order and
16 judgment:

16 (a) Granting Final Approval to the Agreement, adjudging the terms thereof to be
17 fair, reasonable, and adequate, and directing consummation of its terms and
18 provisions;

19 (b) Granting final certification of the Rule 23 Settlement Class;

20 (c) Granting final certification for settlement purposes of the conditionally
21 certified EPA Collective Action;

22 (d) Dismissing the Civil Action with prejudice and permanently barring all
23 members of the Settlement Class including the Class Representatives from
24 prosecuting against any Released Parties any of the Released Claims; and

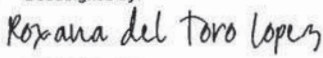
24 (e) All materials, including data, provided by the Parties, their counsel and/or
25 their experts, to the other Party, its counsel and/or its experts, shall be returned to
26 the other Party's counsel or destroyed, within one-hundred eighty (180) calendar
27 days after the Effective Date, with the exception that the Parties may retain copies
28 of their and their own experts' work product; copies of all filed documents
(whether or not filed under seal or submitted to the court without being officially
filed); and any materials necessary to oversee compliance with this Agreement.

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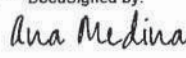
DATED: April 13, 2018

By: 
JAHAN C. SAGAFI
OUTTEN & GOLDEN LLP
*Attorneys for Plaintiffs and Proposed Class and
Collective Members*

DATED: April 13, 2018

DocuSigned by:

By: 528806E841F946A
ROXANA DEL TORO LOPEZ
Named Plaintiff and Class Representative

DATED: April 13, 2018

DocuSigned by:

By: 2AD53B4473CF4AF...
ANA MEDINA
Named Plaintiff and Class Representative

DATED: April __, 2018

By: _____
NANCY L. ABELL
PAUL HASTINGS LLP
*Attorneys for Defendant
Uber Technologies, Inc.*

DATED: April __, 2018

By: _____
TONY WEST
*Senior Vice President, Chief Legal Officer and
Corporate Secretary
Uber Technologies, Inc., Defendant*

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DATED: April __, 2018

By: _____
JAHAN C. SAGAFI
OUTTEN & GOLDEN LLP
*Attorneys for Plaintiffs and Proposed Class and
Collective Members*

DATED: April __, 2018

By: _____
ROXANA DEL TORO LOPEZ
Named Plaintiff and Class Representative

DATED: April __, 2018

By: _____
ANA MEDINA
Named Plaintiff and Class Representative

DATED: April 14, 2018

By: Nancy L. Abell
NANCY L. ABELL
PAUL HASTINGS LLP
*Attorneys for Defendant
Uber Technologies, Inc.*

DATED: April 14, 2018

Tony West
TONY WEST
*Senior Vice President, Chief Legal Officer and
Corporate Secretary
Uber Technologies, Inc., Defendant*