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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

ULADZIMIR TABOLA, individually and
on behalf of all others aggrieved
employees,

Plaintiff,

v.

UBER TECHNOLOGIES, INC., RASIER,
LLC AND RASIER-CA, LLC AND DOES
1 THROUGH 25,

Defendants.

CASE NO.: CGC-16-550992

Assigned for All Purposes to
Hon. Andrew Y.S. Cheng, Dept. 613

**[PROPOSED] APPROVAL ORDER AND
JUDGMENT RE PAGA SETTLEMENT**

Date: March 4, 2020
Time: 10:30 AM
Dept.: 613
Judge: Hon. Andrew Y.S. Cheng

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Plaintiff Uladzimir Tabola and Defendants Uber Technologies, Inc., Rasier, LLC, and Rasier-
3 CA, LLC's (collectively, the "Parties") Joint Application for Approval of PAGA Settlement came for
4 hearing on March 4, 2020, at 10:30 a.m. in Department 613 of the Superior Court of California, County
5 of San Francisco. All parties were represented by counsel of record. The Court, having considered the
6 Parties' moving and opposing papers and oral arguments, and good cause appearing therefrom,
7 HEREBY ORDERS, ADJUDGES, AND DECREES as follows:

8 1. All terms used herein shall have the same meaning as defined in the Settlement
9 Agreement.

10 2. This Court has jurisdiction over the subject matter of this litigation and over all parties
11 to this litigation, including the Plaintiff, the State of California Labor and Workforce Development
12 Agency ("LWDA"), and the PAGA Cohort Members. "PAGA Cohort Members" is defined as any
13 individual who used the Uber software applications to generate leads in California during the PAGA
14 Release Period.

15 3. After considering the pleadings and arguments of the Parties, the Court finds that the
16 Settlement has been reached as a result of intensive, serious, and non-collusive arms-length
17 negotiations. The Court further finds that the Parties have conducted extensive investigation and
18 research, and counsel for the Parties are able to reasonably evaluate their respective positions. The
19 Court also finds that the Settlement Agreement, at this time, will avoid additional substantial costs, as
20 well as avoid the delay and risks that would be presented by the further prosecution of the Action.

21 4. This Court further finds that, in light of the risk that Plaintiff will recover nothing on
22 behalf of the LWDA and PAGA Cohort Members, the Settlement Agreement is, in all respects,
23 reasonable and effectuates the purposes and objectives of the PAGA statute. The Court has reviewed
24 the monetary recovery that is being granted as part of the Settlement Agreement and finds that it
25 affords significant monetary value to the LWDA and PAGA Cohort Members. The Settlement is
26 consistent with California's public policy favoring resolution of disputes, and accomplishes the
27 PAGA's objectives.
28

1 5. The Court therefore approves the Settlement Payment Procedures outlined in paragraph
2 III.C of the Settlement Agreement, including without limitation: (1) the Enhancement Award and
3 Settlement Payment to Plaintiff Tabola in the amount of \$1,500; (2) Claims Administration Costs to
4 the Claims Administrator in an amount up to, but not to exceed, \$700,000.00; (3) payment to the
5 LWDA in the amount of 75% of the Net Settlement Amount; and (4) distribution of the remaining
6 25% of the Net Settlement Sum to the PAGA Cohort Members using the distribution formula in
7 accordance with the Settlement Agreement.

8 6. The Court hereby approves the Settlement and directs the Parties to effectuate it
9 according to its terms. As of the Approval Date, the PAGA Claims of each and every PAGA Cohort
10 Member are and shall be deemed to be conclusively released as against the Released Parties, as
11 follows: any and all claims under or pursuant to PAGA based on alleged misclassification of PAGA
12 Cohort Members as independent contractors or any PAGA-enabling violation of any law arising from
13 any act or omission by the Released Parties, whether known or unknown, suspected or unsuspected,
14 to which Plaintiff or the State of California on behalf of the PAGA Cohort Members may have been
15 entitled or may be entitled under the California Labor Code including, but not limited to, penalties
16 based on or arising from alleged violations of California Labor Code sections 200, 201, 202, 203, 204,
17 206, 206.5, 208, 210, 212, 216, 221, 222, 222.5, 225.5, 223, 224, 226, 226.2, 226.3, 226.7, 226.8,
18 232.5, 245, 245.5, 246, 246.5, 247, 247.5, 248, 248.5, 249, 351, 352, 353, 354, 355, 356, 432.5, 500,
19 510, 512, 515, 551, 552, 558, 558.1, 1174, 1174.5, 1175, 1182.11-1182.13, 1194, 1194.2, 1197,
20 1197.1, 1198, 1198.5, 1199, 2753, 2802, 2804, 2810.5, 2699(f); and to the fullest extent permissible
21 under governing law, the California Code of Regulations and/or Industrial Welfare Commission Wage
22 Orders, including, but not limited to Wage Order 9-2001, and any and all other statutes, laws, or
23 regulations on which a claim for penalties under PAGA may be based. “Released Parties” means Uber
24 Technologies, Inc., and any and all subsidiaries of Uber Technologies, Inc., including, but not limited
25 to Rasier, LLC, Rasier-CA, LLC, Uber USA, LLC, Portier, LLC, and each of their past, present, and
26 future parents, affiliated companies, subsidiaries, divisions, predecessors, successors, partners, joint
27 venturers, shareholders, insurers, reinsurers and assigns, and each of their past, present and future
28 officers, investors, directors, executives, trustees, agents, employees, attorneys, representatives,

1 benefit plans sponsored or administered by the Released Parties, and any other persons or entities
2 acting on behalf of or in concert with any of the foregoing.

3 7. The Settlement is not an admission of liability by Defendants or any of the other
4 Released Parties, nor is this Judgment a finding of the validity of any claims in the Actions or of any
5 wrongdoing by Defendants or any of the other Released Parties. Neither this Judgment, the Settlement,
6 nor any document referred to herein, nor any action taken to carry out the Settlement is, may be
7 construed as, or may be used as an admission by or against Defendants or any of the other Released
8 Parties of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the
9 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed as,
10 or deemed to be evidence of, an admission or concession with regard to the denials or defenses by
11 Defendants or any of the other Released Parties and shall not be offered in evidence against Defendants
12 or any of the Released Parties in any action or proceeding in any court, administrative agency or other
13 tribunal for any purpose whatsoever other than to enforce the provisions of this Judgment, the
14 Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the
15 Released Parties may file in the Action or in any other proceeding this Judgment, the Settlement, or
16 any other papers and records on file in the Action as evidence of the Settlement and to support a
17 defense of res judicata, collateral estoppel, release, waiver or other theory of claim preclusion, issue
18 preclusion or similar defense to any PAGA claim or any PAGA-enabling violation of any law as to
19 the PAGA Cohort Members.

20 8. Without affecting the finality of this Judgment in any way, this Court hereby retains
21 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and
22 all orders and judgments entered in connection therewith.

23
24 Dated: _____

25
26 _____
27 HON. ANDREW Y.S. CHEN
28 Judge of the Superior Court

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