

SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Uladzimir Tabola for himself and on behalf of the State of California (collectively “Plaintiff”), on the one hand, and Defendants Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC (“Defendants”), on the other (collectively, the “Parties”), subject to the approval of the Court in accordance with California Labor Code section 2699(1), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff on behalf of himself individually, and as a representative of the State of California pursuant to the Private Attorneys General Act (“PAGA”).

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Action” means the civil action, including as amended in the manner described herein, *Uladzimir Tabola, Alexander Kazakov, and Maksim Hancharuk, individually and on behalf of all other aggrieved employees, Plaintiffs, v. Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC, and DOES 1-25 inclusive, Defendants*, pending in the Superior Court of California in and for the County of San Francisco, Case No. CGC-16-550992.
- (b) “Approval Date” means the date the Court grants approval of this Agreement by signing and filing the Final Order and entering Judgment in accordance with the terms and conditions of this Agreement.
- (c) “Complaint” means the Complaint for Damages filed on or about March 16, 2016 in the Action, and all amendments thereto.
- (d) “Court” means the Superior Court for the State of California, County of San Francisco.
- (e) “Defendants” means the Defendants in this Action, Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC.
- (f) “Defense Counsel” or “Counsel for Defendants” means:

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- (g) “Driver Penalty Payment” means the portion of the Settlement Sum that shall be paid to each PAGA Cohort Member per the terms and conditions of this Agreement.
- (h) “Effective Date” means the date by which all of the following have occurred:
 - (1) The Court has approved the Settlement;
 - (2) The Court has issued the Final Order, approved amendment of the Complaint as described herein, dismissed all of Plaintiff’s claims with prejudice in their entirety, and entered Judgment in accordance with the terms described herein; and
 - (3) The judgment is final, meaning that (i) it is appealable and (ii) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for re-hearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment order in its entirety. If the Parties’ Settlement is not approved as described herein, the Settlement shall be void *ab initio* and of no further force or effect, and the Parties shall be returned in all respects to their respective positions as of July 16, 2019, the day before the mediation in this matter.
- (i) “Final Order” means the final Court order entered in this Action in accordance with the terms herein, approving amendment of the Complaint as described herein, approving this Agreement (and the Settlement described herein) under the specific terms requested, dismissing all of Plaintiff’s claims with prejudice in their entirety.

- (j) “Judgment” means the Court adopting and approving the terms of the Settlement, entering the Final Order, and retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.
- (k) “LWDA” means the State of California Labor and Workforce Development Agency.
- (l) “Plaintiff” means Uladzimir Tabola.
- (m) “PAGA” means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*
- (n) “PAGA Claims” means any and all claims under or pursuant to PAGA based on alleged misclassification of PAGA Cohort Members as independent contractors or any PAGA-enabling violation of any law arising from any act or omission by the Released Parties, whether known or unknown, suspected or unsuspected, to which Plaintiff or the State of California on behalf of the PAGA Cohort Members may have been entitled or may be entitled under the California Labor Code including, but not limited to, penalties based on or arising from alleged violations of California Labor Code sections 200, 201, 202, 203, 204, 206, 206.5, 208, 210, 212, 216, 221, 222, 222.5, 225.5, 223, 224, 226, 226.2, 226.3, 226.7, 226.8, 232.5, 245, 245.5, 246, 246.5, 247, 247.5, 248, 248.5, 249, 351, 352, 353, 354, 355, 356, 432.5, 500, 510, 512, 515, 551, 552, 558, 558.1, 1174, 1174.5, 1175, 1182.11-1182.13, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2753, 2802, 2804, 2810.5, 2699(f); and to the fullest extent permissible under governing law, the California Code of Regulations and/or Industrial Welfare Commission Wage Orders, including, but not limited to Wage Order 9-2001, and any and all other statutes, laws, or regulations on which a claim for penalties under PAGA may be based.
- (o) “PAGA Cohort Members” means any individual who used the Uber software applications to generate leads in California during the PAGA Release Period.
- (p) “PAGA Release Period” means:
 - (1) For PAGA Claims arising out of or relating to alleged failure to pay for all hours worked or unlawful deductions, from January 5, 2015 through December 31, 2019.
 - (2) For PAGA Claims arising out of or relating to alleged unpaid sick leave violations, from July 1, 2015 through December 31, 2019.
 - (3) For PAGA Claims arising out of or relating to all other allegations, from January 30, 2017 through December 31, 2019.
- (q) “Plaintiff’s Counsel” means:

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- (r) “Released Parties” means Uber Technologies, Inc., and any and all subsidiaries of Uber Technologies, Inc., including, but not limited to Rasier, LLC, Rasier-CA, LLC, Uber USA, LLC, Portier, LLC, and each of their past, present, and future parents, affiliated companies, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, investors, directors, executives, trustees, agents, employees, attorneys, representatives, benefit plans sponsored or administered by the Released Parties, and any other persons or entities acting on behalf of or in concert with any of the foregoing.
- (s) “Settlement Agreement” or “Agreement” means the Parties’ agreement, as detailed herein, to dispose of the Action, the PAGA Claims, and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, attorneys’ fees and costs, administration costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action.
- (t) “Settlement Sum” means the total gross settlement amount of Ten Million Eight Hundred Thirty-One Thousand and Five Hundred dollars (\$10,831,500.00) to be paid by Defendants as provided by this Agreement to fully and finally settle, resolve and conclude this Action as provided under this Agreement, without any admission of fault or liability. Under no circumstances shall the Settlement Sum exceed \$10,831,500.00.

II. FACTUAL BACKGROUND

- (a) On January 6, 2016, Plaintiff Tabola and former plaintiff Kazakov served a letter to the LWDA and Defendants (“January 2016 Letter”), in accordance with the requirements of Labor Code section 2699.3(a), to notify the LWDA of alleged violations of the California Labor Code by Uber Technologies, Inc. arising from the alleged misclassification of drivers as independent contractors. The January 2016 Letter alleged that, by virtue of the alleged misclassification, Uber Technologies, Inc. had violated California Labor Code sections 200-204, 210, 221-224, 225.5, 226, 226.7, 226.8, 245-249, 351-354, 500, 510, 512, 558, 1174, 1182.11-1182.13, 1194, 1194.2, 1197, 1198, 2802, and 2699(f). The January 2016 Letter also indicated that Plaintiff and former plaintiff Kazakov intended to pursue a representative civil action under the PAGA against Uber pursuant to Labor Code section 2698 *et seq.* The LWDA declined to investigate the alleged violations, permitting Plaintiff and former plaintiff Kazakov to initiate a PAGA action in superior court.

- (b) On April 14, 2016, former plaintiff Hancharuk served a letter to the LWDA and Defendants (“April 2016 Letter”), in accordance with the requirements of Labor Code section 2699.3(a), to notify the LWDA of alleged violations of the California Labor Code by Uber Technologies, Inc. arising from the alleged misclassification of drivers as independent contractors. The April 2016 Letter alleged violations identical to those alleged in the January 4, 2016 letter. The LWDA declined to investigate the alleged violations, permitting Plaintiff and other former plaintiffs to initiate a PAGA action in superior court.
- (c) On March 16, 2016, Plaintiff Tabola and other former plaintiffs initiated the Action by filing a Complaint in the Superior Court of the State of California for the County of San Francisco, entitled *Uladzimir Tabola, Alexander Kazakov, Yahor Zgurski, and Maksim Hancharuk, individually and on behalf of all other aggrieved employees, Plaintiffs, v. Uber Technologies, Inc., Rasier, LLC and Rasier-CA, LLC, and Does 1 through 25, Defendants*, Case No. CGC-16-550992. The Action was brought individually and on a representative basis under PAGA on behalf of the State of California and other allegedly aggrieved drivers in California, based on the alleged misclassification as independent contractors of drivers in California and alleged derivative violations of the California Labor Code, Business and Professions Code, and IWC Wage Orders. The Complaint alleged the following causes of action: (1) failure to pay for all hours worked; (2) failure to pay minimum wage; (3) failure to pay California overtime; (4) failure to provide meal periods; (5) unlawful deductions; (6) failure to pay all wages due at termination; (7) failure to provide paid sick leave; (8) failure to provide accurate itemized wage statements; (9) unlawful collection of gratuities; (10) failure to provide employment records upon request; (11) failure to reimburse expenses; (12) violation of Private Attorneys General Act; and (13) unfair competition pursuant to California Business and Professions Code §§ 17200 *et seq.*
- (d) By amendment dated June 1, 2018, Plaintiff Yahor Zgurski withdrew from this action to pursue individual claims in arbitration.
- (e) On September 7, 2018, Plaintiff Tabola, and other former plaintiffs served an Amended letter to the LWDA and Defendants (“September 2018 Letter”), in accordance with the requirements of Labor Code section 2699.3(a), to notify the LWDA of alleged violations of the California Labor Code by Uber Technologies, Inc. arising from the alleged misclassification of drivers as independent contractors. The September 2018 letter sought to confirm that Plaintiff intended to represent “all current and former California drivers who provided transportation services for Uber and to Uber’s passengers using the Uber App...starting from February 12, 2015 to the present.” The LWDA declined to investigate the alleged violations.
- (f) The Parties engaged in written discovery, including requests for production and interrogatories.
- (g) On July 17, 2019, the Parties engaged in a one-day mediation session with the Joel Grossman. After an arms-length negotiation facilitated by Mr. Grossman, the Parties reached this Settlement and signed a Memorandum of Understanding memorializing

this Settlement. The Memorandum of Understanding is incorporated herein by reference, but to the extent it is inconsistent with this Agreement, it is superseded by this Agreement, and this Agreement controls.

- (h) The Parties reached this Settlement only after extensive discovery and investigation were performed.
- (i) On September 25, 2019, Plaintiff served an amended notice letter to the LWDA and Defendants (“September 25, 2019 Letter”), pursuant to Labor Code section 2699.3(a). The September 25, 2019 Letter asserts that Plaintiff seeks civil penalties against Uber, Rasier, LLC, Rasier-CA, LLC, and any and all of Uber’s wholly-owned subsidiaries, for violation of each and every provision of the Labor Code, including, but not limited to, the California Labor Code sections 200, 201, 202, 203, 204, 206, 206.5, 208, 210, 212, 216, 221, 222, 222.5, 225.5, 223, 224, 226, 226.2, 226.3, 226.7, 226.8, 232.5, 245, 245.5, 246, 246.5, 247, 247.5, 248, 248.5, 249, 351, 352, 353, 354, 355, 356, 432.5, 500, 510, 512, 515, 551, 552, 558, 558.1, 1174, 1174.5, 1175, 1182.11-1182.13, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2753, 2802, 2804, 2810.5, 2699(f), and Wage Order 9-2011. Pursuant to California Labor Code section 2699.3(a)(2)(A), Plaintiff’s administrative remedies with respect to the amended violations alleged in the September 25, 2019 Letter were exhausted on November 29, 2019. The Parties will submit a Stipulated Motion for Judicial Approval of the Parties’ Private Attorneys General Act Settlement and [Proposed] Order (“Joint Motion”) to the Court only (1) after receipt from the LWDA of a notice that the LWDA does not intend to investigate the alleged violations contained in the September 25, 2019 Letter; or (2) at least sixty-five (65) days after service of the September 25, 2019 Letter, if the LWDA provides no response to the September 25, 2019 Letter. Should the LWDA inform Plaintiff’s Counsel or Defendants that it intends to investigate the alleged violations, the Settlement will be null and void *ab initio*.
- (j) This Settlement Agreement shall cover the claims in all pending and anticipated actions brought under the PAGA against Defendants, including:
 - (1) *Rowe v. Rasier-CA, LLC*, Superior Court of California, County of Los Angeles, Case No. NC060982;
 - (2) *Toyserkani v. Raiser, LLC*, Superior Court of California, County of Los Angeles, Case No. BC660915;
 - (3) *Rosales v. Uber Technologies, Inc.*, Superior Court of California, County of Los Angeles, Case No. BC685555;
 - (4) *Alamas v. Uber Technologies, Inc.*, Superior Court of California, County of Los Angeles, Case No. 19STCV29939;
 - (5) *Adolph v. Uber Technologies, Inc.*, Superior Court of California, County of Orange, Case No. 30-2019-01103801-CU-CO-CXC;

- (6) *Sherman v. Uber Technologies, Inc.*, Superior Court of California, County of Los Angeles, Case No. BC656880;
- (7) *Gregg v. Uber Technologies, Inc.*, Superior Court of California, County of Orange, Case No. BC719085;
- (8) *Ramon Segarra v. Uber Technologies, Inc.* (notice of PAGA claims); and
- (9) *In re Jericho Nicolas, Anthony Sanchez, Barton Lasheem, Benjamin Laney, Carlos Alvarez, Christine Tringali, David Kim, Dora Waters, Eric Calvillo Hernandez, Gary Baumgarten, Jackson Rodriguez, Jaime Del Real, Jamin Goodner, Jason Thais, Jorge Jimenez, Jose Contreras, Juan Jamarron, Juan Montalvo, Kamal Suri, Kelly Clifton, Kevin Byler, Kevin Neely, Lisette Castillo, Lorianne Blakey, Marcos Montes, Mark Glinoga, Michael Kramer, Michael Vela, Richard Trujillo, Rick Anderson, Sherbas Khalid, Steven Robert Callahan, William Hooper IV, Yazmin Garcia, and Yhon Lara v. Uber Technologies, Inc.* (notice of PAGA claims).
- (k) The Settlement embodied in this Agreement is contingent on (i) issuance by the Court of a Final Order approving the Settlement, dismissing all of Plaintiff's claims with prejudice in their entirety, (ii) amendment of the Complaint to add the PAGA Claims described in Plaintiff's September 25, 2019 Letter, (iii) entry of Judgment enforcing the terms of the Settlement, and retaining jurisdiction to ensure compliance with the Court's Final Order only, (iv) discharge of Defendants and the Released Parties from liability for any and all PAGA Claims released by this Agreement, (v) release of all PAGA Claims against the Released Parties by Plaintiff, as the representative of the State of California and on behalf of all PAGA Cohort Members, (vi) release of all claims against Defendants and the Released Parties by Plaintiff, (vii) submission of the Court's Final Order by Plaintiff's Counsel to the LWDA within ten (10) days of entry of the order pursuant to California Labor Code § 2699(1)(3), and (viii) all parties bearing their respective fees and costs except as expressly provided in this Agreement.
- (l) Defendants dispute and deny Plaintiff's allegations and various causes of action asserted in the Complaint, including, without limitation, Plaintiff's individual and PAGA Claims.

III. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. Cooperation

The Parties will cooperate in seeking approval of the Settlement described in this Agreement, including by drafting and filing the Joint Motion. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Agreement.

B. Court Approval

Because this Action includes PAGA claims, this Agreement requires review and approval by the Court. *See* Cal. Lab. Code § 2699(1)(2). Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is expressly contingent upon the Court's approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of the Final Order in a form agreed to by the Parties and entry of Judgment in accordance therewith). If Court approval is not given and the Final Order is not entered, under the specific terms requested, this entire Agreement shall automatically be deemed null and void *ab initio*, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

The Parties will jointly file, by no later than January 7, 2020, or a date otherwise ordered by the Court, the Joint Motion to the Court for an Order approving this Agreement. If the Court does not grant the application for approval and issue the Final Order under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. But, under no circumstances may a modified settlement be entered by the Court without a written agreement signed by all Parties.

The Parties agree there is no statutory right for any PAGA Cohort Member to object, opt out or otherwise exclude himself or herself from the Settlement. Except as otherwise stated, Plaintiff will vigorously defend against any attempt by any PAGA Cohort Member or by any entity or agency to intervene in this matter or object to/opt-out of this settlement. The Parties further agree there is no right or opportunity for any PAGA Cohort Member to appeal the approval of the Settlement by the Court. The Parties will jointly defend against any appeal filed with respect to the Final Order.

Plaintiff shall submit a copy of the Judgment in this Action and a copy of any other order providing for or denying an award of civil penalties within ten (10) days after entry of the Judgment and/or order, in compliance with Section 2699(1)(3) of the California Labor Code. If Plaintiff fails to satisfy this condition in strict compliance with Section 2699(1)(3) of the California Labor Code, the Settlement shall be voidable at Defendants' option.

C. Settlement Payment Procedures

(a) Settlement Payments

In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), Defendants agree to pay the Settlement Sum, which is the total and all-inclusive amount Defendants will be obligated to pay under the Settlement embodied by this Agreement. Other than payment of that portion of the Settlement Sum specifically allocated to settle the PAGA Claims, there shall be no other payments arising out of or related to drivers' alleged misclassification as independent contractors for the PAGA Release Period assessed against Defendants or any of the Released Parties on behalf of Plaintiff as representative of the State of California on behalf of any PAGA Cohort Member, or any other individual or entity. The Settlement Sum shall be allocated as follows:

- (1) Enhancement Award and Settlement Payment for Plaintiff's Global Release: Plaintiff Tabola shall receive One Thousand and Five Hundred dollars (\$1,500) from the Settlement Sum ("Enhancement Award and Settlement Payment").
- (2) Attorneys' Fees and Costs: Plaintiff's Counsel may apply to the Court for up to 30% of the total Settlement Sum ("Attorneys' Fees and Costs") as attorneys' fees and costs pursuant to PAGA, which provides for the recovery of attorneys' fees and costs. Any modification of such application by the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement Agreement, or (iii) impose any obligation on the Defendants to increase the consideration paid in connection with the Settlement. Plaintiff's Counsel's entitlement to fees and costs is a material condition of this Settlement, but the amount of the Attorneys' Fees and Costs awarded is not.
- (3) Claims Administration Costs: The cost of administering the Settlement ("Claims Administration Costs") shall be paid from the Settlement Sum and shall not exceed Seven Hundred Thousand dollars (\$700,000). Claims Administration Costs paid to an outside Claims Administration service must come out of the Settlement Sum. The Parties agree to retain Epiq Class Action & Claims Solutions, Inc. ("Claims Administrator") to serve as the Claims Administrator in this matter.
- (4) Payment of PAGA Penalties: The total sum available for payment of PAGA penalties shall be calculated by deducting the Attorneys' Fees and Costs awarded, the Enhancement Award and Settlement Payment and Claims Administration Costs from the Settlement Sum (this will yield the "Net Settlement Amount"). Of the Net Settlement Amount, seventy-five percent (75%) shall be distributed to the LWDA ("LWDA Payment") and the remaining twenty-five percent (25%) shall be distributed to the PAGA Cohort Members ("Driver Penalty Payments").

The Driver Penalty Payment for each PAGA Cohort Member shall be calculated based on a pro rata allocation of that PAGA Cohort Member's "Active Weeks." An "Active Week" means any week, measured from Monday at 12:00 a.m. until Sunday at 11:59 p.m., in which a PAGA Cohort Member accepted a lead using Uber's software applications. For Active Weeks during the period of January 5, 2015 through January 29, 2017, a PAGA Cohort Member will be awarded 0.5 points. For Active Weeks during the Period of January 30, 2017 through December 31, 2019, a PAGA Cohort Member will be awarded 1 point. The pro rata allocation will be determined by dividing the Driver Penalty Payments by the total number of Active Week points for all PAGA Cohort Members. Each PAGA Cohort Member will then be paid an individual Driver Penalty Payment equal to the Active Week Amount multiplied by that PAGA Cohort Member's total number of Active Week points.

(b) Distribution Process

- (1) Within thirty (30) days following the Effective Date, Defendants will transmit to the Claims Administrator the amount of the Settlement Sum.

- (2) Within forty-five (45) days following the Effective Date, the Claims Administrator shall pay from the Settlement Sum the Court-approved Enhancement Award and Settlement Payment and Attorneys' Fees and Costs described in Sections III(C)(a)(1)-(2), in the form of: (1) a check for the Attorneys' Fees and Costs awarded made payable to "Klein Law Group LLP" delivered to Plaintiff's Counsel; and (2) one check for the Enhancement Award and Settlement Payment to Plaintiff Tabola, delivered to Plaintiff's Counsel.
- (3) Within forty-five (45) days following the Effective Date, the Claims Administrator shall pay from the Settlement Sum the LWDA Payment to the LWDA, in the amount calculated pursuant to the terms of this Settlement.
- (4) Within forty-five (45) days following the Effective Date, the Claims Administrator shall be paid Claims Administration Costs, not to exceed Seven Hundred Thousand (\$700,000).
- (5) Within sixty (60) days following the Effective Date, the Claims Administrator shall disburse Driver Penalty Payments to each PAGA Cohort Member to the last known physical address on file with Defendants in their regularly maintained records. Prior to this disbursement, the Claims Administrator shall run a single skip trace for every PAGA Cohort Member to determine whether any more recent physical address information than that reflected in Defendants' regularly maintained records may be found. PAGA Cohort Members who receive their Driver Penalty Payments via U.S. Mail will receive a letter along with their Driver Penalty Payment explaining the reason for the payment, the content of which will be agreed upon by the Parties. Such mailing as described in this paragraph shall be conclusive evidence of payment of the Driver Penalty Payments, and shall satisfy any and all due process requirements.
- (6) All funds not claimed within one hundred and eighty (180) days of mailing of payment shall be sent to the California State Controller's Office Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA Cohort Member.

(c) No Additional Contribution by Defendants

Defendants' monetary obligation under this Agreement is limited to the Settlement Sum. Defendants shall not be required to contribute any additional monies above the Settlement Sum under any circumstances whatsoever. Nor shall Defendants be required to pay more than the Settlement Sum to obtain the relief (including, but not limited to, the Settlement, the amendment of the Complaint, releases of claims, issuance of the Final Order, dismissing all of Plaintiff's claims with prejudice in their entirety, and entering Judgment in accordance with the terms and conditions of this Agreement) provided in this Agreement or to fully and finally settle and resolve the PAGA Claims.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or

invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement, and all previous disbursements from the Settlement Sum (including, without limitation any Enhancement Award and Settlement Payment, the Attorneys' Fees and Costs awarded, any Driver Penalty Payment, and/or the LWDA Payment) will immediately be paid back to Defendants by the person(s) and/or entity who received such disbursement.

(d) No Claims Resulting from Payments

No person shall have any claim of any kind whatsoever against any of the Parties, Defense Counsel, and/or Plaintiff's Counsel, based on distribution of the Settlement Sum made in accordance with this Agreement.

(e) Tax Indemnity

The Enhancement Award and Settlement Payment to Plaintiff constitutes payments for non-wages, shall be reported on an IRS Form 1099, and shall not be subject to local, state or federal tax withholdings by Defendants. The Driver Penalty Payments are made for the settlement of penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Plaintiff and each PAGA Cohort Member will be responsible for paying all applicable state, local and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard. Plaintiff and Plaintiff's Counsel shall cooperate with Defendants and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiff any PAGA Cohort Member should any taxing authority challenge the allocation of Enhancement Award and Settlement Payment and/or Driver Penalty Payments.

In the event any taxing authority asserts that the characterization of Plaintiff's Enhancement Award and Settlement Payment is inappropriate and/or Plaintiff fails to pay any tax liability resulting from the payments made hereunder, and Defendants are made to pay any taxes, settlements, interest, penalties, and/or other sums (hereinafter collectively referred to as "Tax Payments") to a taxing authority as a result of the payments made to Plaintiff, Plaintiff shall fully indemnify and reimburse Defendants for any and all such Tax Payments upon demand and reasonable verification of sums paid.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission

Defendants dispute that Plaintiff or any PAGA Cohort Member are improperly classified as independent contractors, dispute the allegations and each and every cause of action in the Action, and dispute that the Action may be maintained on a class or representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Settlement Sum and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendants (and/or any of the Released Parties) in any way, shape or form, and Defendants and the Released Parties deny any such liability or wrongdoing.

B. Non-Evidentiary Use

Except for purposes of effectuating the Settlement pursuant to this Agreement and/or for Defendants (and/or a Released Party) to establish that the State of California on behalf of a PAGA Cohort Member has resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Settlement Sum) nor the fact of settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendants or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

C. Nullification

If (a) the Court should for any reason fail to approve this Settlement consistent with the specific terms agreed to by the Parties and set forth herein, (b) the Court should for any reason fail to enter the Final Order and Judgment, or (c) the Final Order and/or Judgment is reversed, modified, or declared or rendered void, then this Agreement shall automatically be considered null and void *ab initio*.

In that instance, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (ii) all Parties to this Agreement and the pleadings in this Action shall stand in the same position they were the day prior to the July 17, 2019 mediation in this Action, without prejudice to either Party, and as if the Memorandum of Understanding executed following the Parties' July 17, 2019 mediation regarding this Action and Agreement had been neither entered into nor filed with the Court; and (iii) Defendants will not have any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement, and all previous disbursements (if any) from the Settlement Sum will immediately be paid back to Defendants in accordance with Section III(C)(c) of this Agreement.

Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

V. RELEASE AND WAIVER OF CLAIMS

A. Individual Release

Plaintiff for himself and his administrators, executors, heirs, successors, assigns, and attorneys, hereby irrevocably and unconditionally release and forever discharge the Released Parties from all claims of any nature whatsoever, whether known or unknown, suspected or unsuspected, that Plaintiff has or asserts to have, or which Plaintiff at any time heretofore had, or asserted to have, or that Plaintiff may hereafter have, or assert to have, up to and including the Effective Date of this Agreement, against the Released Parties, including but not limited to any claims concerning any aspect of Plaintiff's contractual relationship with Released Parties and, to the extent applicable, the termination of the contractual relationship with Released Parties. The term "claims" includes any claim or cause of action, regardless of the forum in which it may be brought, and includes, but

is not limited to, any alleged breach of express or implied contract, breach of the covenant of good faith and fair dealing, breach of any obligation arising out of any law or public policy of the United States of America, the State of California or any other governmental entity, discrimination or harassment on the basis of race, sex, sexual preference, age, national origin, religion, medical condition, disability, marital status or otherwise (including but not limited to any and all claims that may be brought under the Civil Rights Acts of 1866, 1964 and 1991, the California Fair Employment and Housing Act, any amendments to the foregoing, or any other federal, state, county or local law, ordinance, regulation or order relating to discrimination and employment), unpaid wages, expenses, gratuities, and benefits (including failure to provide workers' compensation benefits) for any and all alleged violations of the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Code of Regulations, the federal Fair Labor Standards Act and/or any local ordinance), unfair business practices (including, but not limited to, any and all alleged violations of the California Business and Professions Code § 17200 *et seq.*), intentional or negligent infliction of emotional distress, fraud, misrepresentation, defamation, interference with contract or other interests, or any other claims or causes of action for damages of any nature, including without limitation, actual, compensatory, punitive, and liquidated damages, penalties, and attorneys' fees, costs and expenses.

Plaintiff expressly waives any and all past, current or future claims, known or unknown, through the Effective Date of this Agreement, regarding the amount allegedly owed to him for any services he allegedly performed during his contractual relationships with any of the Released Parties.

Plaintiff acknowledges that he is expressly waiving any and all claims that may entitle him to participate, either as a named plaintiff or class or representative group members, in *O'Connor v. Uber Technologies, Inc.*, United States District Court, Northern District of California, Case No. 3:13-cv-03826-EMC; *Del Rio v. Uber Technologies, Inc. et al.*, United States District Court, Northern District of California, Case No. 3:15-cv-03667; *Hood v. Uber Technologies, Inc. et al.*, Case No. 1:16-cv-00998-CCE-JLW (Middle District of North Carolina); *Rowe v. Rasier-CA, LLC*, Superior Court of California, County of Los Angeles, Case No. NC060982; *Toyserkani v. Raiser, LLC*, Superior Court of Los Angeles, Case No. BC660915; *Johnston v. Uber Technologies, Inc.*, United States District Court, Northern District of California, Case No. 3:16-cv-03134-EMC; *Rosales v. Uber Technologies, Inc.*, Superior Court of California, County of Los Angeles, Case No. BC685555; *Gregg v. Uber Technologies, Inc.*, Superior Court of California, County of Los Angeles, Case No. BC719085; *Alamas v. Uber Technologies, Inc.*, Superior Court of California, County of Los Angeles, Case No. 19STCV29939; *Adolph v. Uber Technologies, Inc.*, Superior Court of California, County of Orange, Case No. 30-2019-01103801-CU-CO-CXC; *Ramon Segarra v. Uber Technologies, Inc.* (notice of PAGA claims); *In re Jericho Nicolas et al.* (notice of PAGA claims); *Sherman v. Uber Technologies, Inc.*, Superior Court of California, County of Los Angeles, Case No. BC656880; and/or any other similar case involving allegations of employment misclassification. To the extent a class has been certified and/or a settlement has been reached in any of the aforementioned matters or in any similar matters, Plaintiff agrees that the release of his claims in this Action precludes any recovery in any subsequent action.

Plaintiff agrees that his waiver and release of rights and claims as set forth herein is knowing and voluntary and that Plaintiff is receiving consideration herein which may be in addition to anything of value to which they already are entitled. Plaintiff acknowledges the following: (a) Plaintiff is represented by and has consulted with his attorney prior to executing this Agreement; (b) this

Agreement has been written in a manner calculated to be understood by Plaintiff and Plaintiff has consulted his attorney if Plaintiff does not understand any provisions contained in this Agreement; (c) the individual release and waiver in this Agreement specifically covers any claims of age discrimination; (d) this Agreement does not waive rights or claims that may arise after Plaintiff executes it; (e) Plaintiff had twenty-one (21) days to consider this Agreement but can elect to sign it sooner; and (f) Plaintiff is provided with a seven (7) day period to revoke this Agreement by delivering written notification of revocation in person or by messenger addressed to Defense Counsel for Uber, which will expire seven (7) days after they execute this Agreement. Plaintiff acknowledges and agrees that, in the event that Plaintiff revokes this Agreement pursuant to this provision, Plaintiff will not be entitled to receive any payments, and this Agreement will be null and void *ab initio*.

Plaintiff also waives and releases to the maximum extent allowed by law all monetary and other relief that may be sought on his behalf by other persons or agencies. The sole exclusions from this release shall be the consideration provided in exchange for this Agreement, any claim that cannot be waived by private agreement under federal, state, or local law.

B. Section 1542 Waiver

Plaintiff hereby waives the provisions of Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

C. PAGA Cohort Member Release

Upon entry of the Final Order, Plaintiff as representative of the State of California on behalf of all PAGA Cohort Members shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged each and all of the Released Parties from any PAGA Claims that arose or may be alleged to have arisen, or that have been brought or could have been brought by Plaintiff, the State of California, or any PAGA Cohort Member, at any time during the PAGA Release Period.

Moreover, notwithstanding the provisions of Section 1542 of the California Civil Code (above), and to implement a full and complete release and discharge of Released Parties, Plaintiff on behalf of himself and the State of California, expressly acknowledges this Agreement is intended to include in its effect, without limitation, all PAGA Claims Plaintiff and the State of California on behalf of the PAGA Cohort Members do not know or suspect to exist in their favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any and all known or unknown PAGA Claims related to the claims being released.

D. No Additional Attorneys' Fees Or Costs

The Parties agree to bear its/their own attorneys' fees and costs related to this Action except as specifically provided above with respect to the Attorneys' Fees and Costs awarded, and Plaintiff's

Counsel waives any and all rights to further attorneys' fees and costs in connection with this Action.

VI. MISCELLANEOUS PROVISIONS

A. Independent Contractor Classification

The PAGA Cohort Members shall remain classified by Defendants as independent contractors and no aspect of this Settlement shall be deemed an admission by Defendants or any Released Parties that any PAGA Cohort Member was or is misclassified.

B. Plaintiff's Counsel Representation

Plaintiff's Counsel represents that, as of the signing of this Agreement, they do not represent, nor have they been approached to represent, any individuals seeking to bring claims against Defendants, or any of their wholly-owned subsidiaries, except for those individuals already disclosed to Counsel for Defendants, Sophia Behnia.

C. Amendment to PAGA Letter

Plaintiff served the LWDA with an amended exhaustion letter on September 25, 2019 encompassing all the PAGA Claims intended to be released by this Agreement.

D. Amendment of Complaint

As part of the Joint Motion, the Parties agree to stipulate to an amended complaint to add claims under the PAGA for the alleged violations outlined in Plaintiff's September 25, 2019 Letter. The amendment is contingent on the Court's approval of this Agreement. Should the Court not approve this Agreement and enter the Final Order, the amended complaint will be void and the operative Complaint at the time of the July 17, 2019 mediation will remain operative.

E. LWDA Notice

The LWDA will be given notice of this Settlement pursuant to the 2016 amendments to the PAGA. Cal. Lab. Code § 2699(l). Plaintiff will serve a copy of the Settlement to the LWDA on the same day the Settlement is filed with the Court.

Additionally, a copy of the Court's Final Order will be submitted to the LWDA within ten (10) days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

F. PAGA Cohort Member Data

All data, if any, regarding the number of PAGA Cohort Members and total weeks during which the drivers logged into Uber's software applications, and other similar settlement metrics will be filed under seal to the extent permitted under governing legal standards for filing materials under seal.

G. Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

H. Amendments

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiff and an authorized representative of Defendants.

I. Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, PAGA Cohort Member, the State of California, Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

J. Representation and Warranties

Plaintiff jointly and severally represents and warrants to Defendants that there are no attorneys beyond those named as Plaintiff's Counsel who have claims for fees arising out of the Action or the Settlement contemplated hereby.

K. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

L. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, including, without limitation, the Memorandum of Understanding executed by the Parties.

M. Service Agreements

Nothing in this Agreement is intended to alter or impact the terms of any Partner Agreements, Technology Service Agreements, or other service agreements entered into by Defendants, any wholly-owned subsidiary of Defendants, and Plaintiff and/or any PAGA Cohort Members, including the enforceability of the Arbitration Provision contained therein.

N. Waiver of Compliance

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant,

agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

O. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or its/their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

P. Meet and Confer Regarding Dispute(s)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court. In the event of a dispute, the Parties' July 17, 2019 Memorandum of Understanding shall be instructive as to the Parties' intent in making this Agreement.

Q. Agreement Binding on Successors

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

R. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

S. Fair Settlement

Plaintiff and Defendants, Plaintiff's Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

T. Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

U. Continuing Jurisdiction

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure

Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties, the State of California and the PAGA Cohort Members to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement.

V. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

W. Confidentiality/Public Statements

This Settlement and Agreement shall remain confidential in every respect until the Parties' Joint Motion is filed with the Court.

Plaintiff and Plaintiff's Counsel will not (a) issue any press or other media release, (b) initiate any contact with the press, other media (including social media), or any third party, (c) respond to any inquiry from the press, or media, or (d) have any communication with the press, other media about the Action, including, but not limited to the fact, amount, and/or terms of the Settlement, either before or after the Court approves this Agreement. Plaintiff and Plaintiff's Counsel agree to keep the terms of the Settlement confidential, except as reasonably necessary to obtain judicial approval of the Settlement, including as appropriate in the Parties' anticipated Joint Motion. This Section shall not preclude Uber from sharing the details of this Settlement with opposing counsel in other pending class and putative class, collective and PAGA actions, as well as mediators and their staff, provided any such disclosure is expressly designated as a "Confidential Settlement Communication" and for "Attorneys' Eyes Only."

To the extent limited public disclosures are required to effectuate the Settlement or to notify the courts or parties in any pending, related proceeding, such limited and necessary details may be revealed with the consent of all Parties. However, any such disclosures shall not constitute a waiver of confidentiality with respect to any information not publicly disclosed.

X. No Collateral Attack

The Parties agree that this Agreement may not be subject to collateral attack by any PAGA Cohort Member or the State of California prior to or after entry of the Final Order, to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: _____, 2020

Uladzimir Tabola
Plaintiff and PAGA Representative

Dated: January 28, 2020

UBER TECHNOLOGIES, INC.

By Tony West
Derek A. West
Senior Vice President,
Chief Legal Officer and Corporate
Secretary

Dated: January 28, 2020

RASIER-CA, LLC

By Keir Gumbs
Keir D. Gumbs
Manager

Dated: January 28, 2020

RASIER, LLC

By Keir Gumbs
Keir D. Gumbs
Manager

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: _____, 2020

KLEIN LAW GROUP LLP

By _____
Alexei Kuchinsky
Attorneys for Plaintiff
Uladzimir Tabola

Dated: 01-27-2020, 2020

Uladzimir Tabola

Uladzimir Tabola
Plaintiff and PAGA Representative

Dated: _____, 2020

UBER TECHNOLOGIES, INC.

By _____
Tony West

Dated: _____, 2020

RASIER-CA, LLC

By _____
Keir Gumbs

Dated: _____, 2020

RASIER, LLC

By _____
Keir Gumbs

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: January 27, 2020

KLEIN LAW GROUP LLP

By 
Alexei Kuchinsky
Attorneys for Plaintiff
Uladzimir Tabola