

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (the “Agreement”) is made and entered into by and between Barbra Decker (“Plaintiff”), on one hand, and Postmates, LLC f/k/a Postmates, Inc. (“Postmates”), Uber Technologies, Inc. (“Uber”), and Portier, LLC (“Portier”) (together with Uber, “Uber Eats”) on the other hand, to resolve any and all claims and/or disputes Plaintiff has or may have individually against Postmates and Uber. Plaintiff, Postmates, and Uber are collectively referred to as the “Parties.”

RECITALS

1. Plaintiff asserted individual and non-individual California Labor Code Private Attorneys General Act of 2004 (“PAGA”) claims against Postmates for alleged civil penalties based on Plaintiff’s theory that Plaintiff qualified as an employee, not an independent contractor, during the period Plaintiff used the Postmates platform as a courier.

2. Plaintiff also is prepared to file and/or could file litigation in court and/or a demand with the appropriate arbitration provider asserting claims that Uber Eats misclassified Plaintiff as an independent contractor and thereby violated certain federal, state, and/or local laws, and any other claims arising from Plaintiff’s relationship with Uber Eats during the period Plaintiff used the Uber Eats platform as a courier.

3. Postmates and Uber Eats deny Plaintiff’s allegations and claims for penalties or other relief. However, to avoid the costs and inherent risks of litigation and/or arbitration, the Parties have agreed to resolve this dispute through the settlement memorialized below, which shall fully and completely resolve Plaintiff’s individual claims, as well as any and all other claims and/or disputes Plaintiff has or may have individually against Postmates, Uber, and the Released Parties identified below.

4. The term “Released Parties” shall include (1) Postmates, LLC, including all of Postmates’ divisions, subsidiaries, parent corporations, affiliates, predecessors, successors, shareholders, owners, investors, representatives, directors, insurers, officers, agents, servants, employees, attorneys, and all persons connected with them (whether or not acting within the scope of their duties), past and present; (2) Uber Technologies, Inc., including all of Uber’s divisions, subsidiaries, parent corporations, affiliates, predecessors, successors, shareholders, owners, investors, representatives, directors, insurers, officers, agents, servants, employees, attorneys, and all persons connected with them (whether or not acting within the scope of their duties), past and present; and (3) Portier, LLC, including all of Portier’s divisions, subsidiaries, parent corporations, affiliates, predecessors, successors, shareholders, owners, investors, representatives, directors, insurers, officers, agents, servants, employees, attorneys, and all persons connected with them (whether or not acting within the scope of their duties), past and present.

TERMS OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, promises, and agreements contained herein, Postmates, Uber Eats, and Plaintiff agree as follows:

1. EFFECTIVE DATE. The effective date of this Agreement is the date this Agreement is fully executed (*i.e.*, it is signed by Plaintiff, Postmates, and Uber Eats). Signatures by Plaintiff, Postmates, and Uber Eats are a condition precedent to the obligations of the Parties under this Agreement, including Postmates and Uber Eats's obligation to issue the payment provided for under Paragraph 5, below.

2. DISMISSAL OF THE ACTION. With respect to the action that Plaintiff filed against Postmates on or about September 17, 2020 in the Superior Court of the State of California for the County of San Francisco (Case No. CGC-20-587984) (the "Action"), Plaintiff agrees to and instructs her counsel to dismiss the Action against Postmates with prejudice as to Plaintiff's individual PAGA claims and without prejudice as to the non-individual PAGA claims of the State of California by executing and filing a request for dismissal with the Court within seven (7) days of Plaintiff's counsel's receipt of the payment provided for under Paragraph 5 of this Agreement.

3. NON-ADMISSION. This Agreement is a compromise and general release by Plaintiff of all individual claims, known or unknown, and a covenant not to sue. This Agreement does not constitute an admission of liability by Plaintiff or the Released Parties, nor an admission, directly or by implication, that Postmates or Uber Eats has violated any law, rule or regulation, or any contractual right or any other duty or obligation of any kind, including any duty or obligation owed to or allegedly owed to Plaintiff. This Agreement shall not in any way be construed as an admission that Postmates or Uber Eats or any of its representatives have acted wrongfully with respect to Plaintiff or any other person, and shall be construed strictly as an instrument to avoid litigation. This Agreement is not and shall not be construed as evidence of, nor an admission by Postmates or Uber Eats, of the existence of any employment relationship between Postmates or Uber Eats and Plaintiff. This Agreement further does not constitute an admission by Plaintiff or the Released Parties that Plaintiff's claims do not have merit, or that the monetary consideration represents the actual amount of liability should the claims be litigated or arbitrated to a judgment or award.

4. OLDER WORKERS' BENEFIT PROTECTION ACT WAIVER.

a. Plaintiff specifically intends that the Claims Plaintiff is releasing herein include any claims that Plaintiff may have under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers' Benefit Protection Act of 1990.

b. Plaintiff is advised to consult with her counsel before signing this Agreement because Plaintiff is permanently giving up significant legal rights. Plaintiff acknowledges that she has been so advised.

c. Plaintiff acknowledges that she has been given at least twenty-one (21) calendar days to execute and return this Agreement.

5. MONETARY CONSIDERATION AND TERMS OF PAYMENT. In exchange for the promises contained in this Agreement, including Plaintiff's waiver and release of all claims, rights, or causes of action that Plaintiff may have individually concerning any aspect of Plaintiff's relationship with the Released Parties, and provided that all conditions precedent to payment described herein have been satisfied, Postmates and Uber Eats shall collectively pay to Plaintiff a gross total of THIRTY TWO THOUSAND DOLLARS AND NO CENTS (\$32,000) (the "Settlement Amount") by check payable to Arns Davis Law Firm for alleged penalties, attorneys' fees and costs. Uber will mail the settlement check via overnight mail to the address listed below:

Arns Davis Law Firm
515 Folsom Street, 3rd Floor
San Francisco, CA 94109

a. No deductions or withholding for taxes or otherwise shall be taken from this amount, for which Uber will issue an IRS Form 1099. Plaintiff agrees that, absent this Agreement, Plaintiff would not be entitled to this payment. Plaintiff's counsel shall, at the same time Plaintiff executes this Agreement and delivers it to Uber Eats, provide Uber Eats with information necessary for an IRS Form W-9 to be issued.

b. The Parties agree that the Settlement Amount constitutes good and sufficient consideration for settlement of this matter, and that Plaintiff is not otherwise entitled to the Settlement Amount.

c. Uber will pay the Settlement Amount to Plaintiff's counsel within fifteen (15) business days of the Effective Date. Each Party agrees to cooperate fully and execute and deliver any and all supplementary documents and to take all additional actions, which reasonably may be necessary or appropriate, to give full force and effect to the terms and intent of this Confidential Settlement Agreement without the receipt of further consideration.

6. TAX TREATMENT. Plaintiff agrees that Plaintiff will assume and be responsible for any federal, state, and/or local tax obligations and/or consequences that may arise out of the payments agreed to in this Agreement. Plaintiff will not seek any indemnification from the Released Parties regarding taxability of the proceeds of the amounts payable herein. Notwithstanding the foregoing, if any claim is asserted against a Released Party by any taxing authority with respect to the payments, Plaintiff agrees that Plaintiff shall be liable for any taxes owed.

7. RELEASE OF CLAIMS. Plaintiff hereby irrevocably and unconditionally cancels, terminates, abrogates, waives, releases and forever discharges the Released Parties from any and all complaints, claims for relief, causes of action, liabilities, obligations, controversies, damages and suits, of any nature whatsoever, known or unknown relating to, or resulting from any events occurring prior to the execution of this Agreement ("Claim" or "Claims"), that Plaintiff, individually, now has, owns, or holds, or claims to have, own, or hold, or that Plaintiff at any time had, owned, or held, or claimed to have had, owned, or held, against any of the Released Parties. Notwithstanding any other provision of this Agreement, Plaintiff represents that Plaintiff will not file or participate in any action, charge, or complaint or proceeding of any kind—individual,

representative, collective, or class—against Postmates or Uber Eats arising out of or relating to the facts alleged in the Action or as described above. It will not violate this Agreement if Plaintiff is compelled to testify and testifies truthfully as required by law. These are bargained-for provisions of this Agreement and are further consideration for the covenants and conditions contained herein.

a. Without limiting the generality of the foregoing, Plaintiff acknowledges and agrees that among the Claims being released are those arising individually under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Americans with Disabilities Act, the California Fair Employment and Housing Act, any corresponding state or local law, the California Labor Code, including, but not limited to, California Labor Code §§ 132a, 201, 202, 203, 204, 206.5, 207, 208, 210-214, 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 226.8, 227, 227.3, 245-249, 351, 353, 432.5, 450, 510, 512, 558, 925, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1194.5, 1197, 1197.1, 1198, 2750.3, 2753, 2775 *et seq.*, 2800, 2802, *et seq.*, 2698, *et seq.*, 3700, *et seq.*, and 4553.1; the California Wage Orders; California Business and Professions Code §§ 17200, *et seq.*, 7448, *et seq.*; California Code of Civil Procedure §§ 1021.5, 1060, 1280, 1281, 1281.96, 1281.97, 1281.98, and 1281.99; the Fair Labor Standards Act; federal, state, and local minimum wage, regular wages, tips, overtime wages (including, but not limited to, calculation of correct overtime or regular rate), working more than six days in seven, expense reimbursement, wage statements, payroll recordkeeping, reporting time, improper deduction of wages, failure to provide workers' compensation insurance, meal periods, rest breaks, paid sick time, final pay, penalties for timely payment of wages upon discharge, waiting time penalties, PAGA penalties, unfair business practices, all individual claims arising out of or relating to the statutory causes of action described herein, restitution, interest, costs and expenses, attorneys' fees, declaratory relief, injunctive relief, liquidated damages, exemplary or punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest; any related common law claims; any individual claims for wages, penalties, breach of an express or implied contract, breach of the covenant of good faith and fair dealing, breach of fiduciary duty, negligent interference with prospective economic advantage, fraud, misrepresentation, defamation, slander, retaliation, discrimination, harassment, wrongful termination, infliction of emotional distress, loss of future earnings or profits; any other individual claim based upon any state or federal public policy, alleged wrongful conduct or injury arising out of or in any way connected with any acts or omissions occurring prior to the execution of this Agreement. Plaintiff also waives and releases the Released Parties from any claims that this Agreement was procured by fraud or signed under duress or coercion so as to make any of the terms or provisions of this Agreement not binding. This release shall be construed as broadly as possible to effect complete finality over Plaintiff's individual dispute with Postmates or Uber Eats.

b. Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any right that is not subject to waiver by private agreement. Nor shall anything in this Agreement affect the EEOC's rights and responsibilities to enforce the Civil Rights Act of 1964, as amended, or any other applicable law, nor shall anything in this Agreement be construed as a basis for interfering with Plaintiff's protected right to file a timely charge with, or participate in an investigation or proceeding conducted by, the EEOC, or any other state, federal or local government entity; provided, however, if the EEOC or any other state, federal or local government entity commences an investigation on Plaintiff's behalf, Plaintiff specifically waives and releases the right, if any, to recover any monetary or other benefits of any sort whatsoever arising from any such investigation or otherwise.

c. Nothing in this Agreement shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination based on sex, failure to prevent an act of workplace harassment or discrimination based on sex, or act of retaliation against a person for reporting harassment or discrimination or waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Postmates or Uber Eats, or on the part of the agents or employees of Postmates or Uber Eats, when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.

8. **RELEASE OF UNKNOWN CLAIMS.** Plaintiff expressly waives all individual rights, if any, whether or not set forth in this Agreement, notwithstanding section 1542 of the California Civil Code, which Plaintiff fully understands. Section 1542 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.

This waiver is not a mere recital, but is a known waiver of rights and benefits. This is a bargained-for provision of this Agreement and is further consideration for the covenants and conditions contained herein. It is further expressly understood and agreed by the Parties that this Agreement is in full accord, satisfaction and discharge of disputed claims and that this Agreement has been executed with the express intention of effectuating the legal consequences provided for in section 1541 of the California Civil Code, i.e., the extinguishment of all obligations, known or unknown. The Parties have read section 1541 and it is fully understood by them. Section 1541 provides as follows:

AN OBLIGATION IS EXTINGUISHED BY A RELEASE THEREFROM GIVEN TO THE DEBTOR OR THE RELEASED PARTY BY THE CREDITOR OR RELEASING PARTY, UPON A NEW CONSIDERATION, OR IN WRITING, WITH OR WITHOUT NEW CONSIDERATION.

The above is not a mere recital, but is a bargained-for provision of this Agreement and is further consideration for the covenants and conditions contained herein. By waiving all rights under sections 1541 and 1542, Plaintiff acknowledges that this settlement includes all individual claims, demands, or causes of action which Plaintiff may have against any of the Released Parties that exist as of the execution of this Agreement. This waiver does not include rights or claims that may arise after the date this Agreement is executed.

9. **REPRESENTATIONS BY PLAINTIFF.** Plaintiff represents that, with the exception of the Action (which is fully resolved by the Agreement), Plaintiff has not filed or participated in any action, charge, complaint or proceeding of any kind against Postmates or Uber Eats in any court or before any administrative or investigative body or agency. If any agency, court, or arbitrator assumes jurisdiction of any such complaint, claim, or action against Postmates or Uber Eats, Plaintiff agrees to allow Postmates or Uber Eats to direct that agency, court, or

arbitrator to withdraw Plaintiff from or dismiss Plaintiff with prejudice from the matter.

10. CONFIDENTIALITY. Plaintiff represents and agrees that Plaintiff will keep the terms, amounts, and facts of this Agreement completely confidential, except as described in this provision.

a. Plaintiff agrees to keep all information related to this Agreement confidential, including: (1) its amount, terms, and conditions; and (2) all information regarding any actual or threatened claims that Plaintiff was misclassified as an independent contractor and is or was an employee of Postmates or Uber Eats that were brought or could have been brought against any of the Released Parties (collectively “the Confidential Information”). However, Plaintiff may discuss the Confidential Information with Plaintiff’s counsel, Plaintiff’s spouse or spousal equivalent, accountant, and tax preparer and/or tax attorney. Plaintiff may also disclose this Agreement to the extent necessary to enforce its terms. This provision expressly prohibits Plaintiff from voluntarily disclosing any Confidential Information for the purpose of pursuing any other claims or lawsuits against the Released Parties, including in any pending or future class, collective, or representative action.

b. If Plaintiff is asked in any way, shape or form about the resolution of these matters, Plaintiff agrees to respond only that “the matter has been resolved” and nothing more. Nothing in this Agreement limits Plaintiff or Plaintiff’s representatives from cooperating with or providing information to any governmental agency or otherwise disclosing information where there is an affirmative legal duty to do so, but should such disclosure be requested, Plaintiff or Plaintiff’s representative will immediately notify Postmates or Uber Eats (through its counsel, Heather L. Richardson at HRichardson@gibsondunn.com) of the request, to provide Postmates or Uber Eats the opportunity to object, if legally permitted to do so.

c. The breach of the Confidentiality provision shall not affect the continuing validity or enforceability of this Agreement. Plaintiff agrees that any material breach or threatened breach of this Section shall entitle Postmates, Uber Eats, and all Released Parties to damages and immediate injunctive relief to prevent further breach and injury. The Parties acknowledge and agree that the time and expense involved in proving actual damages resulting from violation of this Confidentiality provision render any breach appropriate for liquidated damages. Accordingly, in lieu of requiring actual proof of damages or losses, the Parties agree that, for each breach by Plaintiff, Postmates and Uber Eats will receive from Plaintiff a payment of liquidated damages in the amount of \$10,000. Plaintiff agrees that Postmates, Uber Eats, and Released Parties shall also be entitled to recover reasonable attorneys’ fees for any action taken in response to Plaintiff’s knowing breach of this Section.

11. NON-DISPARAGEMENT. Plaintiff agrees not to: (i) make or cause to be made any disparaging, or derogatory statements or communication, whether written or oral, to any person or entity that are related in any way to the factual or legal allegations giving rise to the Claims affected by the releases in this Agreement; (ii) make or cause to be made any disparaging, or derogatory statements or communication, whether written or oral, to any person or entity about any of the Released Parties and/or any of their current or former directors, officers, or employees based on the factual or legal allegations giving rise to the Claims affected by the releases in this Agreement. Attorneys’ fees and costs for any dispute arising from the Non-Disparagement

provision shall be awarded to the prevailing party. The breach of the Non-Disparagement provision shall not affect the continuing validity or enforceability of this Agreement. Nothing in this section shall prohibit Plaintiff from providing truthful information in response to a subpoena or other legal process.

12. NO INTERFERENCE. Nothing in this Agreement: (a) is intended to waive claims which cannot be released by private agreement; or (b) prevents Plaintiff from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by any government agency. However, by signing this release Plaintiff agrees she is waiving her rights to individual and representative recovery based on any misclassification-related claims asserted in such a charge, complaint, or lawsuit.

13. NO FURTHER RELATIONSHIP BETWEEN THE PARTIES. Plaintiff agrees and acknowledges that her independent contractor relationship with the Released Parties is irrevocably severed and that Plaintiff will no longer contract or seek to contract to use Postmates' and/or Uber Eats' Apps to generate leads in the future. Plaintiff agrees to ignore and not respond to any communications she may receive to the contrary, including but not limited to text or in-app messages or ads that may invite her to seek to use Postmates' and/or Uber Eats' Apps as an independent contractor. Plaintiff agrees and acknowledges she has been paid all compensation and any benefits or remuneration of any kind to which she may have been entitled with respect to her previous relationship with the Released Parties.

14. AGREEMENT NOT TO CONTEST OR PARTICIPATE IN ANY SETTLEMENT OF PENDING CASES. As of the Effective Date, Plaintiff expressly, voluntarily, and intentionally releases and waives any right that she may have to contest or participate in (and agrees not to contest or participate in) any settlement reached in any other pending action involving class or representative (including PAGA) claims against Postmates or Uber Eats, including, but not limited to, purporting to object to any such settlement and/or filing any appeal relating to any such settlement.

15. DISPUTES.

a. Any party that asserts this Agreement has been violated shall have the right to seek specific performance or other relief, including damages. The prevailing party shall be entitled to reasonable costs and attorneys' fees.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. Unless agreed otherwise, any dispute relating to this Agreement, including but not limited to its formation, meaning, performance, or breach, shall be submitted exclusively to final and binding arbitration before a mutually agreed upon arbitrator in accordance with the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* Any such arbitration shall be confidential, except to the extent necessary for the prevailing party to seek confirmation of an arbitration award in a court of competent jurisdiction.

16. SUCCESSOR. This Agreement shall be binding upon and will inure to the benefit of Plaintiff's individual heirs, successors, agents, executors, and administrators if any, and shall be binding upon and will inure to the benefit of the individual successors, assigns, fiduciaries and

insurers of the Released Parties, their present and former affiliated business entities, their successors, assigns, fiduciaries and insurers, and all of their present and former proprietors, partners, shareholders, directors, officers, employees, agents, and all persons acting by, through, or in concert with any of them.

17. ASSIGNMENT. Plaintiff represents and warrants that Plaintiff has not and will not assign or transfer any claim released by this Agreement to anyone else.

18. CONSTRUCTION. All Parties reviewed and approved the language of this Agreement. Accordingly, the language of this Agreement shall be construed according to its fair meaning and not strictly for or against any of the Parties. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, it shall not affect any other part of the Agreement.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties relating to the rights granted and the obligations assumed in this Agreement, and supersedes any and all previous negotiations, agreements, and/or understandings of any kind relating to the subject matter hereof. This Agreement is executed without reliance upon any representation by the Released Parties, or any representative thereof, regarding the subject matter, basis or effect of this Agreement or otherwise, other than as specifically stated in this written Agreement. This Agreement can be modified only in the form of a writing signed by the Parties. The Parties expressly waive application of any local, state, federal or foreign law, statute or judicial decision allowing verbal modifications, amendments, or additions to a contract notwithstanding an express provision requiring a writing signed by the Parties.

20. VALIDITY OF AGREEMENT. The Parties agree that if any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be part of this Agreement. In the event Plaintiff affirmatively seeks a ruling or a determination is made that the entire Agreement is invalid or unenforceable, Plaintiff agrees to repay to Postmates and/or Uber Eats the entire amount of the Settlement Amount within sixty (60) calendar days of such determination becoming final.

21. COUNTERPARTS. This Agreement may be executed in counterparts, including by fax or electronic transmission, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same Agreement.

22. VOLUNTARY EXECUTION OF FINAL AND BINDING AGREEMENT. This Agreement is a final and binding legal document executed voluntarily and without any duress or undue influence with the full intent of releasing all individual claims. The Parties specifically acknowledge that:

- (a) they were provided reasonable and sufficient time to review the Agreement;
- (b) they have read this Agreement;

(c) they were informed that they could have the Agreement reviewed by legal counsel of their own choosing;

(d) they understand the terms and consequences of this Agreement and of the releases it contains;

(e) they are fully aware of the legal and binding effect of this Agreement; and

(f) Plaintiff has acted voluntarily of Plaintiff's own free will and has not relied upon any representation made by Postmates or Uber Eats regarding this Agreement's subject matter or its effect.

PLEASE READ THE ABOVE CAREFULLY BEFORE EXECUTING. THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN INDIVIDUAL CLAIMS.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the dates set forth opposite their names.

BARBRA DECKER

Signature:

Date: 9/4/2025



POSTMATES, LLC

By: Michelle Parker

Name: Michelle Parker

Title: Director

Date: September 17, 2025

UBER TECHNOLOGIES, INC.

By: Dalene Bramer

Name: Dalene Bramer

Title: Senior Director, Employment legal

Date: October 1, 2025