

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement (“Agreement”) is made by and between Plaintiff Charles Howell James IV (“Plaintiff”), on behalf of himself and the Labor Workforce and Development Agency (“LWDA”), and Defendant Uber Technologies, Inc. (“Defendant” or “Uber”).

1. **DEFINITIONS**

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

- 1.1 “Action” means the PAGA action against Uber entitled *James v. Uber Technologies, Inc.*, Case No. 23CV032350, that was filed on May 2, 2023, that is pending in the Superior Court of California in and for Alameda County.
- 1.2 “Address Search” means the Administrator’s investigation and search for current mailing addresses for Covered Employees using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Covered Employees.
- 1.3 “Administrator” means the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.4 “Administrator’s Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount for the administration of the Settlement and related matters as described in this Agreement and in accordance with any Order from the Court pertaining to this Agreement.
- 1.5 "Approval Order" means the Court’s Order granting approval of this PAGA Settlement consistent with this Agreement.
- 1.6 “Covered Employees” means all individuals who fall into one or more of the following groups:

Sales Employees: all Uber employees employed by Uber in California who are or were subject to an Uber sales incentive plan during the PAGA Period.

U4B Employees: all Sales Employees in the Uber for Business division who were paid at least in part with a sales bonus pursuant to an Uber sales incentive plan during the PAGA Period.

Former Employees: all Sales Employees whose employment with Uber ended during the PAGA Period.

- 1.7 “Covered Employee Data” means each Covered Employee’s name, last-known mailing address, social security number, and the Covered Employee group(s) the Covered Employee fall within.
- 1.8 “Court” means the Alameda County Superior Court of California.
- 1.9 “Defense Counsel” means Elizabeth Staggs Wilson, Lisa Lin Garcia, and Blair Senesi of Littler Mendelson, P.C.
- 1.10 “Effective Date” means the date the Court’s Approval Order and Judgment consistent with this Settlement becomes final and is no longer appealable. For purposes of this Settlement, the phrase “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the Approval Order and Judgment approving this Settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of Judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the Approval Order and Judgment, the day after the last date for filing a request for further review of the Approval Order and Judgment passes, and no further review is requested; or (c) if an appeal is filed and the Approval Order and Judgment are affirmed and further review of the order is requested, the day after the review is finally resolved and the Approval Order and Judgment is affirmed. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendant will not be obligated to fund any portion of the Gross Settlement Amount, until and unless there is no possibility of an appeal or further appeal that could potentially prevent the Settlement from becoming final and binding.
- 1.11 “Gross Settlement Amount” means Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) which is the total amount Uber agrees to pay under the Settlement under Para. 3.1, Monetary Terms. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff’s Counsel Fees, Plaintiff’s Counsel Expenses, and the Administrator’s Expenses.
- 1.12 “Individual PAGA Payment” means a Covered Employee’s share of 25% of the PAGA Penalty Amount calculated according to the formula described in Para. 3.2.3.
- 1.13 “Judgment” means the judgment entered by the Court upon approval of this Agreement.
- 1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i), to receive a share of the PAGA Penalties.
- 1.15 “LWDA PAGA Payment” means the seventy-five percent (75%) of the PAGA Penalty Amount paid to the LWDA under Labor Code section 2699, subdivision (i).

- 1.16 “Notice” means the Court-approved notice to be mailed to Covered Employees, along with their Individual PAGA Payment checks, in the form, without material variation, attached as Exhibit A.
- 1.17 “Operative Complaint” means the first amended complaint filed on February 21, 2024, in this Action.
- 1.18 “PAGA Period” means the period beginning February 22, 2022, through and including May 31, 2024.
- 1.19 “PAGA” means the Private Attorneys General Act, Labor Code, section 2698 et seq.
- 1.20 “Plaintiff’s PAGA Notices” means Plaintiff’s February 22, 2023, March 7, 2023, and December 13, 2023 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3.
- 1.21 “PAGA Penalty Amount” means the Gross Settlement Amount *minus* the sum of: (a) the court-approved Plaintiff’s Counsel Fees; (b) the court-approved Plaintiff’s Counsel Expenses; and (c) the court-approved Administrator’s Expenses.
- 1.22 “Parties” means Plaintiff and Uber.
- 1.23 “Plaintiff’s Counsel” means Xinying Valerian and Dan L. Gildor of Valerian Law, P.C. and Dominic Valerian of Gallo LLP.
- 1.24 “Plaintiff’s Counsel Expenses” means the amount allocated to Plaintiff’s Counsel for reimbursement of reasonable expenses as set forth herein, as approved by the Court in connection with this Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.25 “Plaintiff’s Counsel Fees” means the amount allocated to Plaintiff’s Counsel, as approved by the Court to compensate them for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all work defending the Settlement or any aspect of challenge to or approval of the Settlement on appeal or other direct, collateral or other attack, all post-Settlement compliance procedures, and related litigation work billed in connection with the Action.
- 1.26 “Released Claims” means the following claims: (a) any and all PAGA claims, arising during the PAGA Period, for civil penalties predicated on California Labor Code sections 201, 204, 210, 232, 232.5, 432.5, 1197.5(k), and/or 2751, et seq. as to any of the Covered Employees; (b) any and all other PAGA claims, arising during the PAGA Period, for civil penalties that were asserted or which could have been asserted based, in whole or in part, on the facts and/or factual allegations pleaded in the Complaint, the Operative Complaint and/or Plaintiff’s PAGA Notices as to any of the Covered Employees; and (c) any and all claims for attorney’s fees, costs or other relief stemming from (a) and (b) of this Paragraph. The term “Released Claims” does not

include PAGA claims predicated on violation of California Labor Code section 1197.5(b), which is the Seventh Cause of Action in the Operative Complaint.

- 1.27 “Released Parties” means Defendant and each of its past, present and future direct or indirect parents, subsidiaries, affiliates as well as each of its/their past, present and future officers, directors, employees, partners, members, shareholders, agents, attorneys, insurers, reinsurers, assigns, and any individual or entity which could be jointly liable with Defendant.
- 1.28 “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.

2. RECITALS

- 2.1 On May 2, 2023, Plaintiff filed a Complaint in the Action against Uber, alleging PAGA claims that Uber was violating Labor Code sections 201, 204, 210, 232, 232.5, 432.5, and 2751. Prior to filing the Complaint, Plaintiff provided LWDA notice of these purported violations on February 22, 2023, and an amended notice on March 7, 2023.
- 2.2 Thereafter, on or about February 21, 2024, Plaintiff filed the Operative Complaint adding PAGA claims alleging that Uber had also been violating Labor Code section 1197.5, subds. (b) & (k). Prior to filing the Operative Complaint, Plaintiff provided LWDA notice of these purported violations on December 13, 2023.
- 2.3 Uber denies all claims, liability or wrongdoing alleged in the Action.
- 2.4 During the Action, Plaintiff propounded five document requests, seven special interrogatories, seven requests for admission on Uber. Plaintiff also reviewed over 400 pages of documents that Uber produced in response to Plaintiff’s written discovery. Finally, the Parties exchanged substantial information under the mediation and settlement communication privileges in advance of the mediation. This investigation is sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5 The Parties mediated the Action on December 11, 2023, with Peter S. Rukin. Though the Parties did not reach a settlement at that mediation session, the Parties continued to mediate remotely and eventually agreed on August 12, 2024, to a settlement that led to this Agreement.
- 2.6 The Parties, Plaintiff’s Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.7 The Parties understand, acknowledge, and agree this Agreement constitutes a compromise of the Released Claims. It is also the desire and intention of the Parties to implement a final and complete resolution of the Action. The Parties further

acknowledge nothing in this Agreement shall be construed as an admission by Defendant of liability.

- 2.8 This Agreement contemplates (i) entry of an Approval Order by the Court approving this Settlement in the Action; (ii) a Judgment consistent with the terms of this Agreement in the Action; and (iii) all Parties bearing their respective fees and costs except as expressly provided in this Settlement.

3. **MONETARY TERMS**

- 3.1 Gross Settlement Amount. Subject to the Court's approval of the Settlement, Defendant promises to pay \$225,000.00 and no more as the Gross Settlement Amount, as full and final settlement and compromise of the Released Claims in the Action. The Gross Settlement Amount includes all the Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Counsel Fees, Plaintiff's Counsel Expenses, and the Administrator's Expenses. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Para. 4.2 of this Agreement.

- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court:

- 3.2.1 To Plaintiff's Counsel. Plaintiff's Counsel will file an application or motion for an award of Plaintiff's Counsel Fees of not more than \$75,000 (33⅓ percent) of the Gross Settlement Amount and an award of Plaintiff's Counsel Expenses of not more than \$2,535.34. Uber will not oppose requests for these payments provided they do not exceed these amounts.

Plaintiff shall request these amounts as part of his motion for approval of this Settlement. If the Court approves Plaintiff's Counsel Fees and/or Plaintiff's Counsel Expenses less than the amounts requested, the Administrator will allocate the unawarded difference to the PAGA Penalty Amount. The Court-approved Plaintiff's Counsel Fees and Plaintiff's Counsel Expenses amounts shall be paid exclusively from the Gross Settlement Amount. Notwithstanding any other term of this Agreement, any reduction by the Court of Plaintiff's Counsel Fees or Plaintiff's Counsel Expenses shall not be sufficient grounds to void the Agreement. Except as set forth herein, each Party shall bear their own costs and fees of the Action.

The Administrator will pay Plaintiff's Counsel Fees and Plaintiff's Counsel Expenses and issue one or more IRS 1099 Forms in one lump sum payable to Valerian Law, P.C. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees and the Plaintiff's Counsel Expenses and holds Uber harmless, and agrees to indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- 3.2.2 To the Administrator. Administrator's Expenses not to exceed \$3,500.00 except for a showing of good cause and as approved by the Court. To the extent

the Administrator's Expenses are less or the Court approves payment less than the amount set forth herein, the Administrator will allocate the difference to the PAGA Penalty Amount. The Administrator's Expenses payment shall be paid exclusively from the Gross Settlement Amount. Notwithstanding any other term of this Agreement, any reduction by the Court of the Administrator's Expenses shall not be sufficient grounds to void the Agreement.

- 3.2.3 To the LWDA and Covered Employees. PAGA Penalty Amount estimated to be in the amount of \$143,964.66 to be paid from the Gross Settlement Amount, with seventy-five (75%) percent (\$107,973.49) allocated to the LWDA as its LWDA PAGA Payment. The remaining 25% of the PAGA Penalty Amount will be distributed to each Covered Employee as their Individual PAGA Payments as follows: 78% to the Sales Employees, 21% to the U4B Employees, and 1% to the Former Employees. The Administrator will then allocate each share equally among all the individuals in each Covered Employee group. The Administrator shall combine any Covered Employee's share to the extent that the Covered Employee is member of multiple Covered Employee groups.

The Administrator will report the Individual PAGA Payments on IRS 1099 Forms to the Covered Employees to the extent required by law. None of the Individual PAGA Payments are attributable as wages. Accordingly, the Parties acknowledge and agree that Defendant is not responsible for any employer-side taxes in connection with any Individual PAGA Payments under this Agreement. Covered Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. **SETTLEMENT FUNDING AND PAYMENTS**

- 4.1 Covered Employee Data. Defendant will deliver the Covered Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet, not later than ten (10) days after the Court grants approval of the Settlement. To protect privacy rights, the Administrator must maintain the Covered Employee Data in confidence, use the Covered Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Covered Employee Data to only Administrator employees who need access to the Covered Employee Data to effect and perform under this Agreement. The Administrator may not provide the Covered Employee Data to Plaintiff's Counsel without the express written consent from Defense Counsel. The Settlement Administrator shall provide Plaintiff's Counsel with anonymized data that includes a unique Settlement Administrator ID for each Covered Employee. This data will also indicate whether each Covered Employee is classified as a Sales Employee, U4B Employee, and/or Former Employee. This information is provided to enable Plaintiff's Counsel to verify the distribution of the PAGA Penalty Amount and Individual PAGA Payments. Plaintiff's Counsel shall maintain this data in confidence and use such data only for purposes of this Settlement and for no other purpose. Defendant has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the Covered Employee Data submitted to the Administrator omitted

any Covered Employee Data and to provide corrected or updated Covered Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Covered Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Covered Employee Data. Covered Employees will not have the ability to challenge their data for purposes of determining their individual share of the PAGA Penalty Amount.

- 4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.3 Payments from the Gross Settlement Amount. The Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Plaintiff's Counsel Fees payment, and the Plaintiff's Counsel Expenses payment, within 14 days after Defendant funds the Gross Settlement Amount. The Administrator shall also issue payment of the Administrator's Expenses payment at the same time as it mails the other settlement checks. Disbursement of the Plaintiff's Counsel Fees, the Plaintiff's Counsel Expenses and the Administrator's Expenses shall not precede disbursement of the Individual PAGA Payments.

The Administrator will issue checks for the Individual PAGA Payments and send them to the Covered Employees via first class mail. All checks will remain negotiable for one hundred eighty (180) days from the initial mailing of the Individual PAGA Payments and will be voided thereafter. The face of each check shall prominently state the date when the check will be voided. The Administrator will cancel all checks not cashed by the void date.

Before mailing any checks to the Covered Employees, the Settlement Administrator must update the Covered Employees' mailing addresses using the National Change of Address Database.

The Notice set forth in Exhibit A shall accompany each check sent to a Covered Employee.

- 4.4 The Administrator must conduct an Address Search for all Covered Employees whose checks are returned undelivered without a forwarding address. The Administrator must re-mail the Notice and checks to any forwarding address provided or to an address ascertained through the Address Search within three (3) days of receiving a returned check. The Administrator need not take further steps to deliver the Notice and checks to Covered Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Covered Employee whose original check was lost or misplaced, requested by the Covered Employee prior to the void date.
- 4.5 For any Covered Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Covered Employee.

- 4.6 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to any Covered Employee (such as retirement or 401(k) plan contributions, compensation, bonuses or benefits under other employment benefit plans or programs) beyond those specified in this Agreement.

5. **RELEASE OF CLAIMS**

- 5.1 **Released Claims.** Upon the Effective Date, Plaintiff, on behalf of the State of California, releases and discharges the Released Parties from any and all Released Claims. The period of the Released Claims shall be for the PAGA Period.

The Covered Employees are barred by the release of the Released Claims from suing the Released Parties under PAGA for civil penalties arising from the Released Claims regardless of whether they cash or otherwise negotiate their checks representing their Individual PAGA Payment.

- 5.2 **Plaintiff's Release.** In addition to the foregoing Released Claims, Plaintiff hereby releases and forever discharges the Released Parties from any and all claims, causes of action, lawsuits, proceedings, complaints, charges, debts, contracts, judgments, damages, claims, and claims for attorneys' fees against the Released Parties, whether known or unknown, which Plaintiff ever had, now has or which Plaintiff due to any matter whatsoever, and which could form the basis for a claim under the PAGA, including, but not limited to, any and all PAGA disputes, claims and/or causes of action pleaded or which could have been pleaded arising, in whole or in part, from the facts and/or factual allegations contained in the Complaint, the Operative Complaint and/or Plaintiff's PAGA Notices, including PAGA claims predicated on California Labor Code sections 201, 204, 232, 232.5, 432.5, 1197.5, and/or 2751, *et seq.*

Plaintiff shall be deemed to have, and by operation of the Court's Approval Order and Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Plaintiff, for himself, has read Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.

Plaintiff understands that Section 1542 gives the right not to release existing claims of which he is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been so apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542, and elects to assume all risks for claims that now exist in his favor, known or unknown.

Plaintiff is bound by the release set forth in this Para. 5.2 regardless of whether Plaintiff cashes or otherwise negotiate his check representing his Individual PAGA Payment.

- 5.3 Dismissal. The Judgment entered by the Court upon approval of this Agreement shall (i) dismiss Plaintiff's individual PAGA claims asserted in the Operative Complaint with prejudice; (ii) dismiss the First through Sixth Cause of Action in the Operative Complaint with prejudice as to all Covered Employees including Plaintiff; and (iii) dismiss the Seventh Cause of Action in the Operative Complaint without prejudice as to all Covered Employees other than Plaintiff. The Judgment shall bar Plaintiff from suing the Released Parties under PAGA for civil penalties as to any and all claims released under Section 5.2 and the Judgment shall bar the Covered Employees from suing the Released Parties under PAGA for civil penalties for any of the Released Claims. After entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement as set forth in Section 8.2.

6. MOTION FOR APPROVAL

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel for review and revision at least five (5) business days in advance of filing all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) the draft application or motion for approval of this Settlement; (ii) a draft proposed Approval Order; (iii) a draft proposed Judgment; (iv) a signed declaration from the proposed Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve as the Administrator and comply with the obligations of the Administrator under this Settlement; competency; operative procedures for protecting the security of Covered Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Covered Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, Plaintiff's Counsel or Defense Counsel; and (iv) any other supporting declarations in support of the application or motion for approval of this Settlement.
- 6.2 Responsibilities of Plaintiff's Counsel. Plaintiff's Counsel is responsible for expeditiously finalizing and filing the motion for approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the motion for approval; and for appearing in Court to advocate in favor of the motion for approval. Plaintiff's Counsel is responsible for delivering the Court's Approval Order and Judgment to the Administrator. Plaintiff's Counsel shall submit to the LWDA all necessary PAGA documents, including a copy of this Agreement and the motion for approval at the time it files the motion, and further submit to the LWDA a copy of the Court's Judgment and Approval Order within ten (10) days after entry of the Judgment and Approval Order.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval and/or the supporting declarations and documents, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting

in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not approve the Settlement or conditions approval on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

- 7.1 **Selection of Administrator.** The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, the proposed Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administrator's Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for the purposes of providing reports to state and federal tax authorities.
- 7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 **Administrator Duties.** The Administrator will administer the Settlement consistent with this Agreement, the Approval Order and the Judgment. The Administrator will be responsible for: establishing the QSF; calculating Individual PAGA Payments; preparing, printing, and mailing the Individual PAGA Payment checks and accompanying Notice; mailing one supplemental Notice with an Individual PAGA Payment check to each Covered Employee whose Notice is returned to the Administrator; conducting Address Search consistent with this Agreement; disbursing payment of Plaintiff's Counsel Fees payment and Plaintiff's Counsel Expenses payment; disbursing LWDA PAGA Payment to the LWDA; printing and providing Covered Employees, Plaintiff, and Plaintiff's Counsel with IRS Forms 1099 as required under this Agreement and applicable law; providing a due diligence declaration upon completion of the terms of the Settlement if required by the Court; and for such other tasks as the Parties mutually agree or the Court orders. The Administrator shall keep the Parties timely apprised of the performance of all Administrator responsibilities, and shall not mail any payments to Plaintiff, the LWDA, Plaintiff's Counsel, or any Covered Employee until after the amounts are approved by the Parties and the Court. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Administrator. Any expenses incurred in connection with such preparation and administration shall be part of the Administration Expenses Payment.
- 7.5 **No Right of Covered Employees to Object or Opt-Out.** The Parties agree that, by law, there is no right for any Covered Employee to object, opt out or otherwise exclude himself or herself from the Settlement.

- 7.6 Disbursement. 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 payments made in accordance with this Agreement.
- 7.7 No Representation on Tax Consequences. Defendant makes no representations or warranties with respect to tax consequences of any payment under this Agreement. Plaintiff, Plaintiff's Counsel, and each Covered Employee will be solely 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.
- 7.8 Toll Free Telephone Number.. The Administrator will maintain a toll free telephone number to receive calls from Covered Employees.
- 7.9 Final Report and Compliance Declaration by Settlement Administrator. The Administrator will provide Plaintiff's Counsel and Defense Counsel with a final report detailing its disbursements of the Gross Settlement Amount within 10 days after the Administrator disburses all funds in the Gross Settlement Amount to the LWDA, Plaintiff's Counsel and the Covered Employees. The Administrator will also prepare, and submit to Plaintiff's Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement at least 15 days before any deadline set by the Court. Plaintiff's Counsel is responsible for filing the Administrator's declaration with the Court.

8. ADDITIONAL PROVISIONS.

- 8.1 Waiver of Right to Appeal. Provided the Approval Order and Judgment are consistent with the terms and conditions of this Agreement, specifically including the Plaintiff's Counsel Fees and Plaintiff's Counsel Expenses set forth in this Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.
- 8.2 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to California Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment until performance of this Agreement is complete, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 8.3 Parties to Bear Their Own Attorney's Fees and Costs. With the sole exception of the Plaintiff's Counsel Fees and Plaintiff's Counsel Expenses to be paid from the Gross Settlement Amount, each party to this Agreement shall bear all its or his own attorneys' fees, costs and expenses of any kind, if any, incurred in connection with the prosecution, defense, mediation or settlement of the claims asserted in the Operative Complaint.

- 8.4 No Admission of Liability, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Uber that any of the allegations in the Operative Complaint have merit or that Uber has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Uber's defenses to the claims asserted in the Operative Complaint have merit. The Parties agree that representative treatment is for purposes of this Settlement only. This Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 8.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding all oral representations, warranties, covenants or inducements made to or by any Party. The Parties agree that Plaintiff will enter into a separate confidential settlement agreement concerning the settlement and release of his non-PAGA claims.
- 8.6 Attorney Authorization. Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Uber, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 8.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Agreement, or on any modification of the Agreement that may become necessary to implement the Agreement, the Parties will seek the assistance of the mediator, Peter Rukin, Esq., and/or the Court for resolution.
- 8.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 8.9 No Tax Advice. Neither Plaintiff, Plaintiff's Counsel, Uber nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 8.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

- 8.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 8.12 Prevailing Party Attorney Fees. If any party brings any claim or action for breach of, or to enforce the terms of, this Agreement, the prevailing party in said action shall be entitled to recover its costs and attorneys' fees incurred in the prosecution or defense of said claim or action, in addition to any other relief to which said party may be entitled.
- 8.13 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 8.14 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 8.15 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 8.16 Use and Return of Covered Employee Data. Because Covered Employees' sensitive personal information is included in the Covered Employee Data, except as set forth herein, the Administrator shall maintain the Covered Employee Data securely and in confidence, and while maintaining the strictest standards of data privacy. Access to the Covered Employee Data shall be limited to employees of the Administrator with a need to use the Covered Employee Data for administration of this Settlement. Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the data provided to Plaintiff's Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and Plaintiff's Counsel shall destroy all paper and electronic versions of personnel information as well as any other information designated as confidential that Plaintiff's Counsel received from Defendant unless, prior to the Administrator's payment of all settlement funds, Defendant makes a written request to Plaintiff's Counsel for the return, rather than the destructions, of such records.
- 8.17 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.
- 8.18 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

- 8.19 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

If to Plaintiff, to his attorneys at the following address:

Xinying Valerian (xinying@valerian.law)
Valerian Law, P.C.
2222 Harold Way
Berkeley, California 94704

Dominic Valerian (dvalerian@gallo.law)
Gallo LLP
1604 Solano Ave
Albany, CA 94707

If to Defendant, to their attorney at the following address:

Elizabeth Staggs-Wilson (estaggs-wilson@littler.com)
LITTLER MENDELSON, P.C.
633 W 5th Street, 63rd Floor
Los Angeles, CA 90071

Lisa Lin Garcia (llgarcia@littler.com)
Blair Senesi (bsensi@littler.com)
LITTLER MENDELSON, P.C.
101 Second Street, Suite 1000
San Francisco, California 94105

- 8.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 8.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree pursuant to Code of Civil Procedure section 583.330 that the signing of this Agreement extends the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of the Court's settlement approval process.

Plaintiff acknowledges that he has read this Agreement, that he fully understands his rights, privileges, and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of this Agreement and the consequences of signing this

Agreement.

Dated: 12 / 18 / 2024

CH James IV

Charles Howell James IV
Plaintiff

Dated: February 6, 2025

Elizabeth Coleman

Uber Technologies, Inc.
Defendant
By: Elizabeth Coleman

VP, Deputy General Counsel

Approved as to form:

Dated: 12 / 20 / 2024

VALERIAN LAW, P.C.

Waler

Xinying Valerian
Counsel for Plaintiff

Dated: _____

GALLO LLP

Dominic Valerian
Counsel for Plaintiff

Dated: 02.06.2025

LITTLER MENDELSON, P.C.

Elizabeth Staggs Wilson

Elizabeth Staggs Wilson
Lisa Lin Garcia
Blair Senesi
Counsel for Defendant

Agreement.

Dated: _____

Charles Howell James IV
Plaintiff

Dated: _____

Uber Technologies, Inc.
Defendant
By: _____

Approved as to form:

Dated: _____

VALERIAN LAW, P.C.

Xinying Valerian
Counsel for Plaintiff

Dated: 01 / 06 / 2025

GALLO LLP

Dominic Valerian

Dominic Valerian
Counsel for Plaintiff

Dated: _____

LITTLER MENDELSON, P.C.

Elizabeth Staggs Wilson
Lisa Lin Garcia
Blair Senesi
Counsel for Defendant

Exhibit A

Notice of PAGA Settlement

Why did I get this notice?
You are receiving this notice as a result of a settlement reached in a Private Attorneys General Act ("PAGA") action brought in Alameda County Superior Court against Uber Technologies, Inc. ("Uber") entitled <i>James v. Uber Technologies</i>, Case No. 23CV032350. Uber denies the allegations in the action and asserts that it has complied with California law as to its employees. Nevertheless, to avoid further costs and time in defending the case, Uber has agreed to settle the case. Enclosed is a check representing your share of the settlement.

What are my choices?	
Cash the check	The check is valid for 180 days.
Do Nothing	If you do not cash your check within the time period provided above, your share of the settlement will be sent to the California Controller's Unclaimed Property Fund in your name.

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