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9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF ALAMEDA**

12 **UNLIMITED JURISDICTION**

13 CHARLES JAMES, on behalf of himself and
14 other aggrieved employees,

15 Plaintiffs,

16 v.

17 UBER TECHNOLOGIES, INC. and DOES 1
through 10, inclusive,

18 Defendants.
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Case No. 23CV032350

ASSIGNED TO HON. VICTORIA
KOLAKOWSKI FOR ALL PURPOSES

**DECLARATION OF XINYING VALERIAN
IN SUPPORT OF UNOPPOSED MOTION
TO APPROVE PAGA SETTLEMENT**

Date: March 4, 2024
Time: 2:30 p.m.
Dept: 16

Reservation #: 207519825231

1 I, Xinying Valerian, hereby declare as follows:

2 1. I am a member in good standing of the bar of the State of California and founder of
3 Valerian Law, P.C., counsel of record representing Plaintiff Charles James in this case. I make these
4 statements based on personal knowledge and would so testify if called as a witness.

5 2. My firm first began our investigation of Plaintiff's claims at Uber Technologies, Inc.,
6 including the allegedly defective commission contracts, in January 2023.

7 3. Plaintiff filed his complaint against Uber alleging PAGA claims that Uber was
8 violating Labor Code sections 201, 204, 232, 232.5, 432.5, and 2751 on May 2, 2023. Plaintiff
9 provided LWDA notice of these purported violations on February 22, 2023, and an amended notice
10 on March 7, 2023.

11 4. In response to the original PAGA notice, Uber attempted to cure the Labor Code
12 section 2751 violations. My firm disputed the validity of the attempted cure. The LWDA eventually
13 determined that Uber had failed to cure. In the process, Plaintiff learned that the alleged section 2751
14 violations were limited to the Uber 4 Business group in which he worked.

15 5. Plaintiff thereafter filed the first amended complaint in this case adding PAGA claims
16 alleging that Uber had also been violating Labor Code section 1197.5, subds. (b) & (k), on or about
17 February 21, 2024. Prior to filing that complaint, Plaintiff provided LWDA notice of the purported
18 violations on December 13, 2023.

19 6. Settling the case took substantial effort. Negotiations spanned over a year that
20 eventually resulted in a mediator's proposal. Negotiations were overseen by Peter Rukin, Esq., a
21 well-respected mediator of wage and hour and employment claims. The parties mediated the case on
22 December 11, 2023, with Peter S. Rukin after conducting an initial round of written discovery
23 (including requests for the production of documents, special interrogatories, and requests for
24 admission) and also informally exchanging information, including the number of allegedly aggrieved
25 employees and the total number of pay periods worked by the allegedly aggrieved employees. By
26 then, Plaintiff had propounded five document requests, seven special interrogatories, seven requests
27 for admission to Uber. Plaintiff also reviewed over 400 pages of documents that Uber produced in
28 response to Plaintiff's written discovery. Plaintiff also reviewed information that Uber provided

1 informally in advance of the mediation. This information allowed Plaintiff to fully vet the strength of
2 the claims, including the risks involved.

3 7. The Parties were aware during their negotiations that the claims in this case were
4 limited and could be quickly overtaken by expenses. Accordingly, the parties worked together to
5 exchange information about the facts and the merits and reached resolution without the need for a
6 costly and potentially ineffective mediator.

7 8. Though the Parties did not reach a settlement at that mediation session, the Parties
8 continued to engage in settlement discussions through the mediator remotely and eventually agreed
9 on August 12, 2024, to a settlement in principle. The parties only finally agreed on a settlement
10 agreement after several months of further hard-fought negotiation. Attached hereto as **Exhibit 1** is a
11 true and correct copy of the executed Private Attorneys General Act Settlement Agreement.

12 9. During negotiations, I estimated that the best-case scenario for PAGA civil penalties
13 would be approximately \$1,190,800. The estimation assumed that Plaintiff would prevail on all the
14 claims and obtain legal rulings in his favor on every issue, including the accrual of subsequent
15 penalties for each pay period of employment and stacking violations of Labor Code section 2751,
16 subdivision (a) with violations of Labor Code section 2751, subdivision (b), and running the board
17 on the Labor Code claims. Ahead of mediation, I used the information Uber provided about the
18 number of employees and pay periods worked to calculate the civil penalties across each of the
19 claims in the case as follows:

<u>Claim</u>	<u>Civil Penalty</u>
LC 201/204/210	\$629,000
LC 2751(a) & (b) (no stacking)	\$121,200
LC 232, 232.5, 432.5 (no stacking)	\$440,600
TOTAL	\$1,190,800

23 In the end, the settlement represents approximately 19% of the soaking-wet civil penalties. This
24 compares very favorably to other PAGA settlements, especially given the Court's discretion to
25 reduce penalties, and achieves an excellent result for a small group of aggrieved employees.

26 10. My firm has vigorously prosecuted the case throughout the litigation. We successfully
27 staved off Uber's attempt to get rid of the case early and forced the issues in the case to be
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1 considered on their merits. We also researched the legal issues regarding penalty accrual and the
2 Court's exercise of discretion extensively and discussed the case law with opposing counsel.

3 11. In the end, I am confident that we had a very good sense of how the case would turn
4 out had it been tried to the Court. Uber vehemently contests the merits and the manageability of
5 Plaintiff's claims and has asserted numerous defenses to Plaintiff's claims. In this regard, there was
6 substantial risk that even if the Court found at trial that Uber violated Labor Code section 2751,
7 subdivision (a), the Court would have likely substantially reduced the penalties to be awarded after
8 trial even more than the parties' discounted during their settlement discussions. For instance, the
9 Court could nonetheless decide that such a violation warrants only a single penalty rather than a
10 penalty accruing in each pay period until the violation is cured. There were also factual disputes that
11 presented substantial risks on the merits. For instance, Plaintiff contends that the aggrieved
12 employees were all subject to a proprietary information agreement that limited their disclosure of
13 wages and working conditions. Uber disputes this allegation. Uber contends that it never restricted
14 its employees' ability to speak about their wages and working conditions in the confidentiality
15 agreement or otherwise and has produced their employee handbook in discovery that purports to
16 exclude the disclosure of wages and working conditions from the requirement to keep proprietary
17 information confidential. Uber also denies Plaintiff's claim that the Covered Employees were not
18 timely paid all of their wages at the time of separation of employment. Notably, even if Plaintiff
19 prevailed at trial on these novel issues, there was also the risk of a costly trial and delayed justice
20 through appeals. Significantly, expert costs had not yet been incurred but would have diminished the
21 net recovery of the State and employees, had the case not settled at the time that it did. Attorneys'
22 fees and costs also would have likely overwhelmed the penalties that would be awarded. The
23 proposed settlement, which provides the waiting time penalties and other civil penalties to a small
24 group of aggrieved employees therefore constitutes an excellent result when compared to what
25 would have been obtained after trial.

26 12. Plaintiff has at all times in this case advanced the interests of the LWDA and the
27 aggrieved employees by regularly meeting with counsel via video conference and phone calls,
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1 gathering documents, assisting counsel in identifying potential claims, and participating in all
2 settlement negotiations.

3 13. I am not aware of any overlapping PAGA actions or other cases asserting claims like
4 those asserted in the complaint in this case. Accordingly, I do not expect that the proposed settlement
5 in this case will extinguish claims in any other currently pending cases.

6 **Settlement Implementation**

7 14. According to Uber's records produced in discovery and at mediation, there are
8 approximately 229 Covered Employees.

9 15. The settlement fund allocates the Individual PAGA Payments to be paid to the
10 Covered Employees among three employee groups: 78% to Sales Employees, 21% to U4B
11 Employees, and 1% to Former Employees. This allocation reflects the amount of civil penalties
12 arising from the distinct Labor Code violations experienced by each group after discounting for the
13 various litigation risks attendant to each claim, with U4B Employees receiving additional civil
14 penalties for the unique alleged violation of Labor Code section 2751, and Former Employees
15 receiving additional civil penalties for the alleged violations of Labor Code sections 201 and 204
16 related to final wage payments, above and beyond the civil penalties for the civil penalties arising
17 from the alleged violation of Labor Code sections 232, 232.5, 432.5, and 1197.5(k), to which all
18 Sales Employees may be entitled.

19 16. The parties have jointly selected Simpluris as the settlement administrator. Simpluris
20 has extensive experience administering PAGA settlements and submitted one of the lowest of three
21 bids that Plaintiff solicited. Attached as **Exhibit 2** is a true and correct copy of the declaration of
22 Eric Springer attesting to Simpluris' capabilities to act as settlement administrator.

23 **Individual Settlement of Other, Separate Claims**

24 17. Plaintiff has individual claims related to Uber's alleged discrimination against him
25 including alleged underlevelling and racially disparate compensation, and his eventual termination.
26 Plaintiff, who is African American, alleges that he was underlevelled, paid less than his white
27 coworkers for the same work, denied promotion, and eventually terminated due to his race. His
28 termination days before his quarterly commissions would vest resulted in the forfeiture of nearly

1 \$105,000 in commissions, excluding interest. He therefore asserted claims for lost commissions, as
2 well as economic and emotional distress damages arising from alleged discrimination. Plaintiff has
3 separately asserted claims of discrimination and forfeited commissions against Uber and has entered
4 into a separate settlement agreement with Uber as to those claims. There is no overlap between those
5 claims and the PAGA claims in this action as those are non-PAGA claims. Plaintiff is paying
6 attorneys' fees on his individual settlement and no attorneys' fees attributable to Plaintiff's
7 individual settlement are being paid from the Gross Settlement Amount.

8 **Valerian Law's Qualifications and Experience**

9 18. I received my J.D., *magna cum laude*, from New York University School of Law in
10 2007 where I was awarded Order of the Coif. I graduated from Harvard College with a B.A. in 2003,
11 also *magna cum laude*, with high honors in Social Studies.

12 19. I am the managing partner of Valerian Law, P.C., which I founded in September
13 2017. My current practice is focused on representation of employees in class and representative
14 actions as well as in individual or multi-plaintiff negotiations and litigation. Before starting my own
15 practice, I was the Managing Attorney at the San Francisco office of Sanford Heisler Sharp, LLP
16 ("SHS"), a national plaintiff-side employment firm. At SHS, I litigated class, collective, PAGA, and
17 individual employment cases. Before joining Sanford Heisler Sharp, LLP full-time in 2013, I was an
18 attorney at Ram Olson Cereghino & Kopczynski, LLP, where I worked on consumer class actions. I
19 also clerked in the U.S. District Court for the Central District of California for the Honorable A.
20 Howard Matz (Ret.) for two years.

21 20. I have prosecuted class, representative, and individual cases in state and federal courts
22 in various areas of employment law including the following: *Pham v. Wood Tech, Inc.*, Case No.
23 22CV011080 (Cal. Superior Ct., Alameda, 2022) (meal-and-rest break litigation where class and
24 PAGA settlement was reached after certification of class); *Chettero v. Aurora Behavioral*
25 *Healthcare Hospital*, Case No. SCV-268610, 2021) (same); *Abrishamcar v. Oracle America, Inc.*,
26 No. 535490 (Cal. Super. Ct., San Mateo, 2015) (ongoing PAGA-only representative action arising
27 from unlawful practices relating to commission wages, with two phases of trial completed); *Branner*
28 *v. Covenant Aviation Security, LLC*, No. 20-CIV-03164 (San Mateo Superior Court) (pregnancy

1 accommodations class action settlement approved in March 2021); *Casteel v. Alaska Airlines, Inc.*,
2 No. RG20052826 (Cal. Super. Ct., Alameda, 2020) (statewide PAGA representative action
3 involving novel Labor Code section 232.5 violations; settled pre-litigation and granted approval by
4 the Superior Court); *Fletscher v. Overland Solutions, Inc.*, No. RG17852058 (Cal. Super. Ct.,
5 Alameda) (wage and hour class and PAGA representative action; final approval of class settlement
6 granted April 15, 2019); *Pan v. Qualcomm, Inc.*, No. 3:2016-cv-01885 (S.D. Cal. 2016) (gender
7 discrimination putative class and collective action initiated in pre-suit mediation in 2015 and
8 approved as class settlement in 2017); *Schaffer v. Massage Green Int’l Franchise Corp.*, No.
9 BC571914 (Cal. Super. Ct., Los Angeles) (minimum wage class and PAGA representative action;
10 final approval of class settlement granted in 2017); *Tian, et al. v. Ma Laboratories, Inc.*, No. 1-11-
11 cv-195373 (Cal. Super. Ct., Santa Clara) (unpaid overtime wages for a class of hourly workers;
12 certified as a class action in 2014 and final approval granted in 2015); and *Ha, et al. v. Google Inc.,*
13 *et al.*, No. 1:16-cv-290847 (Cal. Super. Ct., Santa Clara) (unpaid overtime wages on behalf of
14 Google contract recruiters; final approval of class settlement granted).

15 21. I have led several wage and hour class actions filed in 2021 or later in California state
16 courts, and have been appointed class counsel in contested certification proceedings. In my wage and
17 hour class and representative cases, I have represented low-wage and manual labor workers,
18 including immigrants with limited English proficiency, as well as workers at various levels of so-
19 called white-collar jobs.

20 22. I am active in the legal community, and I am frequently invited to present on
21 employment law and litigation by bar organizations and continuing education providers, such as the
22 California Employment Lawyers’ Association, Bridgeport Continuing Education, and local bar
23 associations. Since 2017 I have presented on PAGA litigation and employment class actions in
24 multiple venues and conferences. I have been teaching audiences of both defense lawyers and
25 plaintiffs’ lawyers for Bridgeport continuing education on wage and hour litigation and PAGA
26 litigation for numerous years. In 2016 and 2017, I was designated a “Northern California Rising
27 Star” by Super Lawyers Magazine. In each year since 2022, I received recognition as a Northern
28 California Super Lawyer.

1 23. I have billed 46.4 hours on this case through December 15, 2024. I worked on nearly
2 all aspects of this case from the outset. My work included developing theories, drafting pleadings,
3 negotiating with defense representatives, working with mediators, supervising investigation
4 activities, working with Plaintiff, reviewing discovery, and overseeing document review and
5 reviewing key documents and data myself. My customary billing rate was \$900 per hour in 2023 and
6 2024. All told, I recommend approval of this proposed settlement.

7 24. Dan L. Gildor: Mr. Gildor is Senior Counsel at Valerian Law. In 2002 he graduated
8 from the University of California at Berkeley School of Law (then-Boalt Hall), Order of the Coif.
9 After law school, Mr. Gildor clerked for the Honorable Barbara J. Rothstein in the United States
10 District Court Judge for the Western District of Washington. Mr. Gildor has a master's degree from
11 Stanford University and a Bachelor of Science degree from the Massachusetts Institute of
12 Technology.

13 25. Mr. Gildor has more than twenty years of experience as a litigator at both trial and
14 appellate levels. Mr. Gildor specializes in consumer and wage and hour class actions and has been
15 named class counsel in many state and federal actions, including *Sosa v. Dreyer's Grand Ice Cream*
16 (Alameda County, No. RG08424366); *Naranjo v. GNC* (Alameda County, No. RG12619626); *Ely v.*
17 *Davey Tree Surgery Co.* (Alameda County, No. RG08398173); *Bolton v. U.S. Nursing* (N.D. Cal.,
18 No C12-4466 LB); *Mejia v. Prologix Distribution Services* (West) (N.D. Cal, No. 12-CV-4840
19 YGR); *Minns v. Advanced Clinical Employment Staffing* (N.D. Cal., No. 13-CV-03249-SI), *Arens v.*
20 *Popcorn, Indiana* (N.D. Cal. (N.D. Cal., No. 14-CV-1323-SC), *Edenborough v. ADT* (N.D. Cal., No.
21 16-2233 JST), and *Pennington v. Apple, Inc.* (N.D. Cal., No. C12-2375 PSG). He has participated in
22 various cases that resulted in published opinions including *Burbank v. State Water Resources*
23 *Control Board* (2005) 35 Cal.4th 613 and *Building Industry Assn. of San Diego County v. State*
24 *Water Resources Control Bd.* (2004) 124 Cal.App.4th 866. He has also published pieces in the
25 Ecology Law Quarterly and Plaintiff Magazine.

26 26. Mr. Gildor's prior affiliations include approximately nine years at Chavez & Gertler
27 LLP, a well-renowned class action law firm where he was a partner, and several years in the Office
28 of the Director – Legal Unit in the Department of Industrial Relations. Earlier in his legal career, Mr.

1 Gildor was a staff attorney at several public interest environmental organizations such as the Natural
2 Resources Defense Council, the Save Our Springs Alliance, and the Environmental Law Foundation.
3 Mr. Gildor's legal experience includes clerking for the United States Department of Justice,
4 Earthjustice, and the law firms of Pillsbury Winthrop and Shute, Mihaly and Weinberger LLP.

5 27. Mr. Gildor has billed 80.92 hours to this case through December 15, 2024. He
6 negotiated and drafted the proposed settlement agreement, drafted the motion for settlement
7 approval as well as the PAGA notices and the complaints in this case. He also propounded the
8 discovery in this case and met and conferred with Uber about the responses to that discovery. His
9 customary hourly rate was \$900 per hour in 2023 and 2024.

10 28. Over the course of this litigation, other legal staff—legal assistants and paralegals—
11 billed over 60 hours through December 15, 2024, at rates ranging from \$250 to \$325 per hour.

12 **Valerian Law's Rates**

13 29. Valerian Law sets its rates for attorneys and staff based on prevailing market rates in
14 the San Francisco Bay Area for attorneys with comparable skill, experience, and qualifications,
15 handling similar matters. Our firm monitors private law firm rates in the Bay Area and major
16 California legal markets. We set our rates to be comparable to rates charged by lawyers and legal
17 support staff with comparable law practices, experience, skill, and credentials.

18 30. Our rates in 2023-2024 ranged from \$900 for attorneys with over 15 years of
19 experience and \$275-\$325 for support staff.

20 31. Valerian Law's hourly rates as stated above are the usual and customary hourly rates
21 charged for services. Clients paying hourly have been charged and have paid the firm's customary
22 rates, including our 2022, 2023 and 2024 rates.

23 32. I am familiar with the hourly rates generally charged by litigators in the San
24 Francisco Bay Area and throughout California. More specifically, I am familiar with the hourly rates
25 charged and the billing and work practices of employment lawyers with skills, qualifications, and
26 experience similar to those of Plaintiff's counsel in this action. I gained familiarity with market rate
27 ranges by tracking developments in the legal market and discussing attorneys' fees, billing, and work
28 practices from both the plaintiffs' and defense bar through my various legal community activities; by

1 reviewing legal newspapers and surveys pertaining to market rates; by reviewing and calculating
2 market rates by reference to the Laffey Matrix (<http://www.laffeymatrix.com/see.html>), by
3 reviewing rates charged by firms that my firm has associated with or whom we have opposed; by
4 setting billing rates for my own firm; and based on my years as a plaintiffs' side employment lawyer.

5 33. The Adjusted Laffey Matrix is one of several sources that courts have consulted in
6 determining objectively a reasonable market rate for a particular geographic market. The rates of
7 Claimant's Counsel are lower than the Laffey rates adjusted for our region, as shown below.

8 34. The adjustment to the Laffey Matrix is determined as follows: We use the locality pay
9 adjustment method applied by the Northern District of California in *In re HPL Technologies, Inc.*
10 *Securities Litigation* (N.D. Cal. 2005) 366 F.Supp.2d 912 and *Theme Promotions v. News Am. Mktg.*
11 *FSI, Inc.* (N.D. Cal. June 14, 2010) 731 F.Supp.2d 937, 948. We use federal courts' locality pay
12 tables available at <https://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates> to
13 calculate the adjustment to apply to the Laffey Matrix rates, which are for Washington, D.C. The
14 2024 differential between the Washington-Baltimore-Arlington locality pay (+33.26%) and the San
15 Jose-San Francisco-Oakland locality pay tables (+45.41%), is 12.15%, meaning there should be a
16 12.15% increase for our region compared to the Laffey Matrix rates. In 2023, that adjustment was
17 11.66%.

18 35. Pursuant to this court-sanctioned method, Adjusted Laffey Matrix rates for the San
19 Jose-San Francisco-Oakland market are as follows:

20 Adjusted Laffey Matrix Rates

Year	Years Out of Law School		
	Paralegals/ Law Clerks	11–19 years	20 + years
6/1/23 - 5/31/24 Adjusted	\$251	\$985	\$1,185
6/1/22 - 5/31/23 Adjusted	\$268	\$927	\$1,113

26 36. Our usual rates have been awarded in past actions. *See, e.g., Pham v. Wood Tech,*
27 *Inc.*, Case No. 22 CV011080 (Cal. Super. Ct., Alameda; Jan. 24, 2023) (adopting Valerian Law's
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1 customary rates of \$850-\$875 for attorneys with over 15 years of experience and \$250-\$300 for
2 support staff in awarding discovery sanctions and class counsel fees after settlement); *Casteel v.*
3 *Alaska Airlines, Inc.*, Case No. RG20052826 (Cal. Super. Ct., Alameda; March 11, 2020; approving
4 Valerian Law's customary hourly rates including \$850 for Xinying Valerian, \$775 for Dominic
5 Valerian, \$425 for associate and \$250 for legal assistants for work performed 2018 to 2020;
6 *Fletscher v. Overland Solutions, Inc.*, Case No. RG17852058 (Cal. Super. Ct., Alameda Apr. 15,
7 2019) (awarding fees of one-third of common fund with a lodestar cross-check based on an hourly
8 rate of \$850 for Ms. Valerian's time); *Pan v. Qualcomm Inc.*, No. 16-cv-01885-JLS-DHB, 2017 U.S.
9 Dist. LEXIS 120150 (S.D. Cal. July 31, 2017) (awarding fees of one-third of common fund with a
10 lodestar cross-check based on an hourly rate of \$750 for Ms. Valerian's time).

11 **Valerian Law's Timekeeping Practices**

12 37. It is my firm's policy to record the time spent on all matters throughout each day, as
13 contemporaneously as possible, in increments of one tenth of an hour. Our firm has always used
14 software that enables contemporaneous time-tracking through a timeclock. We conduct monthly
15 audits of all timekeepers' billings to ensure compliance with firm policy. We maintain our
16 timekeeping data in an electronic format in the ordinary course of business.

17 **Valerian Law's Billing Judgment Adjusted Lodestar in this Case**

18 38. The requested \$75,000 in attorneys' fees is substantially less than my firm's lodestar,
19 even after the application of billing judgment. My firm has accrued fees in pursuing Plaintiff's
20 PAGA case, through December 15, 2024, exceeding \$131,000. This does not include time spent
21 since then finalizing the written agreement and also excludes fees incurred preparing this motion and
22 on settlement administration work in the future.

23 39. I believe that \$131,000 is an appropriate lodestar fee because it is based on necessary
24 time that my staff and I spent on this case. Staffing was lean and dictated by staffing constraints,
25 case needs, and the case schedule. Additional staff necessarily had to pitch in to ensure coverage.
26 Legal assistants performed both standard paralegal duties and traditional junior associate work, such
27 as reviewing document productions.
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41. The accrued expenses claimed here are reflected in my firm's books and records as maintained in the ordinary course of business. Based on my experience, the cost bill here is ordinary when compared with the costs of litigation in cases that settle relatively close to trial. These out-of-pocket costs reflect a careful and frugal approach to litigation expenditures and were reasonably necessary for the prosecution of this action.

Valerian

11	
VALERIAN DECL. ISO UNOPPOSED MOT. TO APPROVE PAGA SETTLEMENT	Case No. 23CV032350

Exhibit 1

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 it 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.

4896-6937-2422.1 / 073208-3029

Exhibit 2

Xinying Valerian (SBN 254890)
xinying@valerian.law
Dan Gildor (SBN 223027)
dan@valerian.law
VALERIAN LAW, P.C.
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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

UNLIMITED JURISDICTION

CHARLES JAMES, on behalf of himself and
other aggrieved employees,

Plaintiffs,

v.

UBER TECHNOLOGIES, INC. and DOES 1
through 10, inclusive,

Defendants.

Case No. 23CV032350

**DECLARATION OF ERIC SPRINGER ON
BEHALF OF SIMPLURIS, INC.
(PROPOSED SETTLEMENT
ADMINISTRATOR)**

DECLARATION OF ERIC SPRINGER

I, Eric Springer, declare as follows:

1. I am the Director of Client Services for Simpluris Inc., (“Simpluris”). I am over 18 years of age and authorized to make this declaration on behalf of Simpluris and myself, and make this declaration based upon my own personal knowledge.

2. Simpluris has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability, insurance and consumer issues. Simpluris specializes in pre-settlement consultation, data management, legal notification, call center support, claims processing and tax reporting.

3. We have provided notification and/or claims administration services in more than 9,000 cases. Over the past seventeen (17) years, Simpluris has handled approximately \$8 billion in settlements. A true and correct copy of Simpluris’ company resume (“Simpluris Resume”) is attached as **Exhibit A**.

4. Simpluris is committed to the security of not only our data and information but the Parties’ data and information as well. We have not experienced any security breaches in our company history. A true and correct copy of our SOC 2 Certification demonstrating our commitment to security is attached as **Exhibit B**. Additionally, Simpluris maintains insurance coverage in the amount of \$3,000,000 for Errors and Omissions.

5. Simpluris does not have any affiliation with counsel for this matter.

6. Simpluris has been selected by counsel to serve as the PAGA Settlement Administrator for this case. In this capacity, Simpluris will be charged with, among other responsibilities: (a) providing the PAGA Letter to the PAGA Employees; (b) calculating individual settlement payments, distributing funds, and tax-reporting following final approval; (c) mailing settlement checks; (d) answering questions from PAGA Employees

7. The mailing addresses contained in the PAGA Employee List will be processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual has filed a U.S. Postal Service change of address request, the address listed with the NCOA will be utilized in connection with the mailing of the PAGA Letter and Payment.

8. For any PAGA Letters and Payments that are returned to Simpluris as undeliverable, Simpluris will perform address traces in an attempt to find an updated address. The address trace will utilize the PAGA Member’s name, previous address and Social Security Number. In the event an updated address is obtained, the PAGA Notice documents will be promptly re-mailed to those PAGA Members via First Class mail. For PAGA Letter and Payment documents that are returned by the Post Office with forwarding addresses attached, these PAGA Letter and Payment documents will be promptly re-mailed to those PAGA Members at the forwarding address via First Class mail.

9. Simpluris has agreed to administer the case for a fixed fee of \$3,500. If the scope of work increases or decreases significantly, Simpluris will inform the parties and request approval of an adjustment, whether increased or decreased respectively, to the capped costs. Attached hereto as **Exhibit C** is a true and correct copy of Simpluris’ bid for administering this matter.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this Declaration was executed this 19th day of December, 2024, in Melbourne, Florida.

Eric Springer

Eric Springer

EXHIBIT A

Simpluris, an award winning claims administrator, has administered over 9,000 matters, managed over \$9 billion in settlement funds, and provided its services for over 15 years. Our beginning-to-end services include complete project management, mailings & notification campaigns, contact center, legal intake, data management, disbursements & tax reporting, among others.

Services

Class Action Administration

Simpluris class action and claims administration offers comprehensive settlement planning, execution, and reporting. When you bring a case to Simpluris, our team reviews each matter independently. Our subject matter experts leverage their experience to develop a settlement framework designed to meet the unique aspects of your matter. We take a consultative approach to address your challenges and support preliminary hearing preparation.

Mass Arbitration Administration

Simpluris can provide the technology and operational fulfillment resources needed to manage mass arbitrations from intake to payment in a cost-effective and efficient manner. At Simpluris, we pride ourselves on having an average of 93.5% signed releases. We have experience administering some of the largest mass arbitration cases, including Uber, Lyft, Instacart, Grubhub, Postmates, and DoorDash. Simpluris delivers solutions for matters of any size and complexity.

Regulatory Remediation

Whether internally initiated or formally required by a consent order, Simpluris aids respondents in meeting critical obligations and deadlines. Simpluris is prepared to plan and execute remediation actions tailored to your institution's size and needs. As a third-party administrator, we understand the importance of swift remediation and provide "white glove" customer service from planning, to execution, through final reporting.

Legal Corporate Services

Simpluris' services scale and adapt to meet our client's challenges. We excel at comprehensive settlement administration and remediation; however, we understand that our client's needs include a combination of many legal corporate services. No matter how simple or complex, we ask you to bring us your unique challenges so we may develop a custom solution to fit your needs.

Data Security

Simpluris is committed to the security and overall protection of its customer's data and information. We maintain SOC 1 and SOC 2 certification which requires us to adhere to strict policies and procedures surrounding information security including processing and storage of confidential customer data. Simpluris has and maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00).

Executive Team

Simpluris' history is rooted in class action settlement administration and our management team's experiences are vast and diverse. The Simpluris executive leadership team boasts more than 100 years of experience in corporate, financial and legal administration, including:

- Executive management of the largest legal administration operation in the world that produced 200+ million notifications, 10+ million claims and \$5+ billion funds disbursed per year on average.
- A few of the most notable matters our leadership team has presided over include the largest data breach responses, corporate restructures and antitrust settlement administrations in US history.
- Oversight of the largest consent orders handed down from OCC, DOJ, CFPB & FTC over the last decade.
- Fostering hundreds of client relationships with the premier government entities, law firms and financial institutions in the world.

The Simpluris executive team - Kevin Lee, President & CEO; Doug Norman, SVP Business Operations; Zach Hoffman, Founder, CTO; Patrick Ivie, CRO; Wes Alford, SVP; and Paul Saroj, SVP - are experienced industry experts. Leveraging our past experiences, Simpluris is prepared to handle matters of every scope and scale.

Technology

From Simpluris' inception, our founders had a vision to develop a single comprehensive platform, purpose-built to serve the legal administration industry. Today, our proprietary technology platform, named Cadence, increases data security, mitigates errors caused by siloed databases, and speeds processes by improving transparency and collaboration between departments. Cadence is an innovative and evolving administration engine that sets our case management apart from all other legal administrators. From data ingestion, noticing, and claims processing, through disbursement, taxation, and final reporting, our project management processes are conducted inside Cadence. We see the future of legal tech evolving and are continuously developing our solutions to meet the administration needs of tomorrow.

Client Service

The Simpluris administration team is best known for their dedication to delivering premium service. When you partner with Simpluris, you work alongside a dedicated client service representative. This Simpluris team member will guide you through the settlement life cycle. Your client service representative is your administration conductor, adjusting the tempo as your case progresses. With a comprehensive view of your matter, your client service representative can respond swiftly to changes in your case, proactively notify you of upcoming milestones, and most importantly, be accountable for the successful completion of your matter.

Our team is available any time of day with offices across the nation, including two corporate hubs in Costa Mesa, CA and Orlando, FL.



(800) 779-2104
3194-C Airport Loop Dr.,
Costa Mesa, CA 92626
simpluris.com



EXHIBIT B



Data Security and Technology

800-779-2104
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inquiries@simpluris.com | simpluris.com



Simpluris utilizes purpose-built proprietary software as well as industry best-of-breed technologies to administer complex matters with accuracy, efficiency, security, scalability, and cost-effectiveness. Our technology stack has been built from the ground up to meet the needs of complex matters including class action and mass arbitration settlements, government regulatory orders, corporate remediations and other mass legal administration engagements.

To fulfill the needs of these matters, Simpluris must be nimble while meeting rigorous security requirements and high-quality standards. Our in-house technologies are continuously refined, tuned, and improved throughout Simpluris' tenure.

Our technology team and entire business prioritize security as one of our major tenants to ensure our client's data remains secure and protected. To protect your data, Simpluris utilizes industry best practice tools and techniques including providing an encrypted secure file transfer (i.e. SFTP) platform for exchanging sensitive documents; encrypting all data at every level possible including encryption in transit, at rest, at hard-disk/block level, database level, and client/network layer; utilization of multi-factor authentication for all employee access; and extensive, ongoing required employee training to ensure our people understand the latest security threats & prevention techniques, and general best practices.



Data Security

Certifications and Attestations

Simpluris maintains a comprehensive information security program to ensure the highest level of care and concern is taken to protect our company and customers' information assets. Simpluris is annually audited by third-party providers for security policy and procedure review to ensure compliance with all necessary controls and requirements.

- SOC 1 Type 1
- SOC 2 Type 1
- SOC 2 Type 2
- HIPAA
- Penetration Testing
- Vulnerability Management

Information Security Program

Simpluris maintains a written Information Security Program (ISP) designed to: (a) ensure the security, privacy and confidentiality of client and investor information; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of client information; and (c) protect against unauthorized access to, use, deletion, or modification of investor information.





Simpluris Information Security Policy Document Index

Acceptable Use Policy

Password Policy

Patch Management / Update Policy

Privacy Policy (Internal)

Change Management Policy

Data Retention Policy

Software Development Lifecycle Policy

HIPAA Security Rule

Wireless Access Policy

Mobile Device Policy

Network Firewall Policy

Antivirus and Malware Policy

Physical Security Policy

Business Continuity Plan

Risk Assessment & Treatment

Roles & Permissions Matrix

HIPAA Oversight Policy

System & Network Configuration Policy

Internal Controls Policy

Information Classification & Handling Policy

Access Control Policy

Audit Policy

Backup Policy

Removable Media Policy

Disaster Recovery Policy

HIPAA Assigned Responsibility

Server Security Policy

Incident Response Policy

Vendor Management Policy

Risk Management Policy

Systems, Processes & Tools



Penetration testing



SIEM, firewall, VPN endpoint, data loss prevention, intrusion prevention



Cloud email security service



Endpoint security



Cloud-hosted email & security



Cloud-hosted endpoint management



IT & development ticketing & documentation



Vulnerability management



Cloud-hosted identity management, storage solutions, MFA, endpoint management



Amazon AWS (EC2, EBS, CloudWatch)
Cloud-hosted virtual servers, file storage, identity management, WAF, website hosting

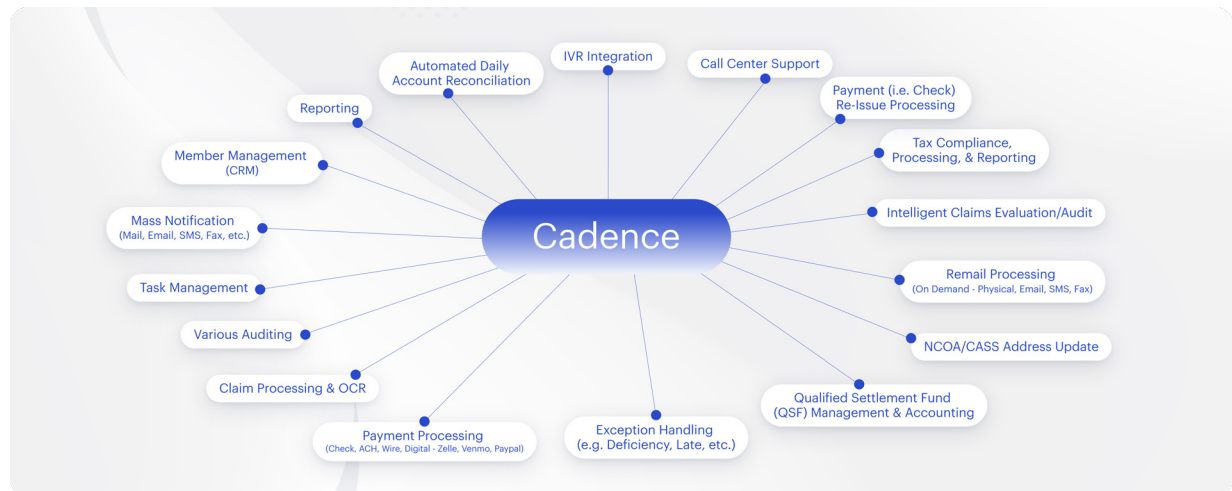


Our Technology Solutions



Cadence

Cadence™, our internally developed complex administration management tool, acts as a single centralized platform for the entire lifecycle of a project. Cadence uses security best practices including a role-based permission model, encryption at rest and in transit, and database and disk encryption. Our internal features include built-in integrated data and address augmentation (NCOA, CASS, Skip Tracing), address validation built-in, deep auditing and logging, maker/checker type validation steps and checkpoints to enforce accuracy and security, and prevent fraud and mistakes.



Case Website and Claims Portal

Cadence enables the development of claims processing websites specifically tailored for highly scalable and redundant situations using serverless, cloud-based technologies built on top of Amazon AWS. Features include login or authentication, multi-language support, milestones, document sharing, custom online claim forms, e-signature and more. Our case websites are ADA/Section 508 compliant while fully implementing security best practices. We perform encryption of all data, actively monitor and scan all incoming and outgoing data for threats both internal and external, as well as auditing and monitoring all systems for suspicious activity to ensure we are providing the highest possible protection and availability of data assets.

Malware, Fraud, & Data Protection:

Simpluris has built an extensive ecosystem using both custom in-house and off-the-shelf tools to protect our customers, class members, and business from the multitude of today's external security threats. Our highly scalable and redundant claims processing website platform has various malware and fraud prevention technologies integrated including duplicate detection and prevention, fraud prevention, and custom Real Time Claim Validation (RTCV) technology to filter prospective logins/claims based on customer-defined rules. This, in conjunction with our plethora of Gartner magic quadrant best-of-breed malware and ransomware prevention tools, ensures that data is protected whether it's processed through case websites, documents, emails, or any other transmission method. Our security specialists are trained and staffed to monitor our systems, applications, and networks 24/7 for any threats and are ready to respond at a moment's notice.





* Our Team

Simpluris technology professionals include information technology administrators, security specialists, data analysts, database administrators, data engineers, developers, and web designers. They continually monitor and adapt our systems and processes according to business needs and ensure our systems are secure and stabilized against the ever-changing threat landscape, and remain current with the latest in industry best practices. In addition, we provide ongoing employee education and training to inform, test, and verify their knowledge of the latest security threats and mitigation strategies.

Simpluris' history is rooted in class action settlement administration and our management team's experiences are vast and diverse. The Simpluris executive leadership team boasts more than 100 years of experience in corporate, financial and legal administration, including:

- Executive management of the largest legal administration operation in the world that produced 200+ million notifications, 10+ million claims and \$5+ billion funds disbursed per year on average.
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- Oversight of the largest consent orders handed down from OCC, DOJ, CFPB & FTC over the last decade.
- Fostering hundreds of client relationships with the premier government entities, law firms and financial institutions in the world.

The Executive Team



Kevin Lee

Chief Executive Officer & President
klee@simpluris.com



Zach Hoffman

Co-Founder, Chief Technology Officer
zhoffman@simpluris.com



Doug Norman

Senior Vice President, Business Operations
dnorman@simpluris.com



Patrick Ivie

Chief Revenue Officer
pivie@simpluris.com



Wes Alford

Senior Vice President, Client Services
walford@simpluris.com



Paul Saroj

Senior Vice President, Strategic Partnerships
psaroj@simpluris.com



Let's discuss how Simpluris can solve your administration challenges.

Our focus on providing superior customer service, coupled with our experience and ability to create innovative solutions, has given Simpluris a reputation for exceptional settlement administration.

Class Action Administration

Regulatory Remediation

Mass Arbitration Administration

800-779-2104
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inquiries@simpluris.com | simpluris.com

EXHIBIT C



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www.simpluris.com

Estimate Number:	20240823-PJI-03	Prepared By:	Patrick Ivie
Estimate Date:	8/23/2024	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	11/21/2024	Email:	pivie@simpluris.com

Attorney Contact
Attorney: **Dan Gildor, Esq.**
Firm: VALERIAN LAW, PC
Email: dan@valerian.law

Opposing Counsel Contact
Attorney:
Firm:
Email:

**Case Name: James v. Uber
PAGA Settlement**

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	210	Undeliverable Rate:	10%
Claims Rate:	n/a	Call Rate:	4%
Opt-out Rate:	n/a	Average Call Length:	4 Minutes
Language(s) for Communication	EN	Fund Distribution:	Simpluris
Reminder Mailing:	n/a	Number of Distributions:	1
Unclaimed Funds:	TBD	State(s):	CA
Lengths of Administration:	6 Months	Tax Years:	1

Case Setup

- Undertake postings on Simpluris website of key documents as ordered by the Court (e.g. orders and the Settlement Agreement)
- Maintain and monitor email to address class member inquiries
- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	2	\$220.00
Case Document Web Postings	\$225.00	1	\$225.00
Database Manager - Initial Data Analysis	\$125.00	1	\$125.00
Email Set-up for correspondence	\$75.00	1	\$75.00
Total:			\$645.00

Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 4-minute calls

Category	Unit Value	# of Units	Total
Call Center Set Up	\$350.00	1	\$350.00
Toll Free Monthly Maintenance	\$95.00	6 Months	\$570.00
IVR (includes toll-free number charges)	\$15.00	1	\$15.00
Subtotal			\$935.00

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse Notice with award payments and tax document
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	2	\$250.00
Disbursement Manager - Data Validation	\$90.00	2	\$180.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Maintenance	\$125.00	6	\$750.00
NCOA/CASS/LACS - Prior to Mailing of Checks	\$0.14	210	\$29.40
Print & Mail Notice, Check and Tax Documents	\$1.00	210	\$210.00
Postage	\$0.72	210	\$151.20

Process Returned Checks	\$0.20	21	\$4.20
Skip Trace Search Undeliverable Checks	\$0.12	21	\$2.52
Remail Checks (Includes Postage)	\$2.20	21	\$46.20
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
Reissue Checks / Mailing	\$2.50	3	\$7.50
Reissue 1099s	\$2.50	2	\$5.00
Responding to IRS/State/Agency Inquiries	\$75.00	2	\$150.00
QSF Annual Tax Reporting and Reconciliation	\$750.00	1	\$750.00
Distribution Manager	\$90.00	1	\$90.00
Total:			\$3,801.02

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc.	\$45.00	1	\$45.00
Project Manager-Wrap-up Final Issues	\$110.00	1	\$110.00
Total:			\$280.00

Total Estimated Cost of Administration:	\$5,661
Less Client Courtesy Discount:	-\$2,161
Discounted Not-to-Exceed Total:	\$3,500

Exhibit 3

Case Cost Summary

Expense Category	Amount
Admin (Certified Mail)	\$23.26
Filing and Motion Fees	\$912.08
Mediation Fee	\$1,600.00
GRAND TOTAL	\$2,535.34