

## NOTICE OF PENDENCY OF CLASS ACTION

**To: All drivers who have used the Uber App to transport riders and are members of the Class defined in section 3, below.**

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

This Notice is given pursuant to Federal Rule of Civil Procedure 23 and by Order of the District Court of the Northern District of California (the “Court”). You are receiving this Notice because your rights may be affected by a class action lawsuit regarding your use of the UberX option in the Uber App as a Driver. If you are a Class Member, your rights will be affected by this lawsuit, which is referred to as *Congdon, et al. v. Uber Technologies, Inc., et al.*, Case No. 4:16-cv-02499-YGR (the “Action”), which is now pending in this Court. The Court has ordered this notice to be sent to you. Judge Yvonne Gonzalez Rogers of the Northern District of California is overseeing this case.

### **1. Why did I get this Notice?**

On March 8, 2018, the Court determined that the Action may proceed as a class action pursuant to Federal Rule of Civil Procedure 23. You are receiving this notice because Uber’s records show that you are a member of a class of Drivers whose claims are covered in the Action. You have legal rights and options that you may exercise before the case proceeds further.

### **2. What is the Action about?**

The Plaintiffs claimed that Uber improperly extracted an amount equal to a fee—which Uber called a “Safe Rides Fee”—on minimum-fare rides. Plaintiffs further contended that by improperly taking an amount equal to such a fee from Drivers’ fares, Uber breached its contract with Drivers and caused them financial harm. Uber denied that its implementation of the Safe Rides Fee was improper or caused Drivers any financial harm.

On March 8, 2018, the Court granted summary judgment in favor of the Drivers, determining that Uber’s acts amounted to a breach of the parties’ contracts and conversion under California law. Accordingly, each member of the Class defined below is now entitled to recover the difference between the minimum fare and the actual fare due to the application of the “Safe Rides Fees,” minus Uber’s then-prevailing percentage service fee that Drivers would have owed to Uber under the parties’ contracts for those fares once final judgment is entered.

On September 10, 2018, the parties filed a stipulation whereby the parties agreed that the certified class would be entitled to damages in the amount of approximately \$1.4 million, consistent with the Court’s previous orders, plus approximately \$450,000 in simple interest running at a rate of 10% from the date of each Safe Rides Fee and ending upon entry of judgment.

### **3. Who is a Class Member?**

The Court has decided that the following people are members of the Class:

(A) All persons in the United States who (B) entered the 2013 Agreement, the June 2014 Agreement, or the November 2014 Agreement,<sup>1</sup> or a combination of those agreements; (C) opted-out of arbitration under the last Uber driver contract the person executed; and (D) provided at least one UberX minimum fare ride before November 16, 2015.

### **Your legal rights and options at this stage:**

#### **Do nothing**

If you fall within the definition of the Class set forth above, you are a member of the Class. IF YOU WISH TO REMAIN A MEMBER OF THE CLASS, YOU DO NOT NEED TO DO ANYTHING AT THIS TIME. As a Class Member, you will be bound by the judgment, whether favorable or unfavorable, in this Action. Thus, you may participate in any monetary settlement or judgment rendered in favor of the Class. At this time, although summary judgment has been entered in favor of the Class, no enforceable judgment has yet been entered in favor of the class.

If judgment is entered and Uber decides not to appeal, you will receive a check for an amount estimated to be approximately \_\_\_\_\_ as your share of the judgment. If the judgment is appealed, your payment will be postponed pending resolution of the appeal.

You will not have the further opportunity to seek exclusion from the Class at any other time. In other words, this may be your only chance to opt out of the lawsuit. Any Class Member who does not request exclusion from the Class may enter an appearance through his or her own counsel at her or his own expense.

<sup>1</sup> Part (B) refers to Uber’s 2013 Transportation Provider Service Agreement, Uber’s June 2014 Rasier Software Sublicense & Online Services Agreement, and Uber’s November 2014 Software License and Online Services Agreement.

<p><b>Opt-out of the lawsuit</b></p>	<p>If you wish to be excluded from the Class, meaning to opt out of the lawsuit, you must submit a request for exclusion in accordance with the instructions in the next paragraph. If you choose to be excluded: (1) you will NOT be entitled to share in any recovery from any settlement or judgment that may be paid to members of the Class; (2) you will NOT be bound by any judgment or release entered in this lawsuit; and (3) at your own expense, you MAY pursue any claims that you have by filing your own lawsuit or taking other action.</p> <p>To be excluded, you must send a written request for exclusion from the Class addressed to Congdon v. Uber Technologies Settlement, c/o Epiq, PO Box 2312, Portland, OR 97208-2312. Your request must be received by June 1, 2019. After that date, you may not have the right to be excluded from the Class. In order to be valid, any request for exclusion must (1) include your full name, address, and email and telephone number associated with your Driver account with Uber; (2) explicitly state your desire to be excluded from the Class in the Uber Safe Rides Fee Litigation; and (3) be signed by you.</p> <p><b>Only request exclusion if you do NOT wish to participate in the Class Action and do NOT wish to share in any recovery that the Class may obtain.</b></p>
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**4. Who represents the Class?**

Plaintiffs’ counsel, who have been appointed to represent the class in this lawsuit, are the law firms of Crabtree & Auslander, LLC, Browne George Ross, LLP, and Morrison and Associates. Class counsel may be contacted at the address and phone number listed below.

Appointed Class Counsel represent the Class and all of its members. Class Counsel have pursued this action on a contingent-fee basis subject to approval by the Court. Class Counsel have filed a motion seeking to be paid attorneys’ fees, and reimbursed costs, in an amount that is approved and ordered by the Court. Class Counsel also seek \$5,000 incentive awards on behalf of each class representative to compensate them for their time spent in this case. Uber opposed Plaintiff’s motion and, as of the date hereof, the motion is under submission. In no event will individual Class Members be obligated to pay any judgment, court costs, or lawyer’s fees for participating in this Action except as ordered by the Court. Unless the Court orders otherwise, all attorneys’ fees will be payable only by Uber—that is, the class members’ recovery will not be affected by an award of attorney’s fees by the Court.

**5. How to get more information.**

This notice contains only a summary of the litigation and your rights as a potential Class Member. For more detailed information regarding the matters involved in this litigation, please refer to the papers on file in this Action, which may be inspected, during business hours, at the Office of the Clerk of Court, 1301 Clay Street, Oakland, CA 94612. In addition, important documents in the case have been posted on the following website: [www.uberdriversrfclassaction.com](http://www.uberdriversrfclassaction.com). Inquiries regarding this litigation may be addressed to the following Class Counsel:

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