

## Exhibit A

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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

BYRON MCKNIGHT, JULIAN MENA,  
TODD SCHREIBER, NATE COOLIDGE, and  
ERNESTO MEJIA, individually and on behalf  
of all others similarly situated,

Plaintiffs,

v.

UBER TECHNOLOGIES, INC., a Delaware  
Corporation, RASIER, LLC, a Delaware  
Limited Liability Company

Defendants.

CASE NO. 3:14-cv-05615-JST

**FINAL ORDER APPROVING CLASS  
ACTION SETTLEMENT  
[PROPOSED]**

Hon. Jon S. Tigar, Presiding

1 This motion for final approval, having been brought before the Court jointly by the Parties, the  
2 Parties having entered into an Amended Stipulation of Settlement, with its attached exhibits,  
3 (collectively, the “Amended Stipulation of Settlement”), signed and filed with this Court on  
4 \_\_\_\_\_, 2017, to settle *Byron McKnight, et al. vs. Uber Technologies, Inc., et al.*, Case  
5 No. 3:14-cv-05615-JST, which was consolidated with: *Julian Mena, et al. v. Uber Technologies, Inc.*,  
6 Case No. 3:15-cv-00064-JST (collectively, the “Action”); and

7  
8 The Court having entered an Order dated \_\_\_\_\_, 2017 (the “Preliminary  
9 Approval Order”), preliminarily certifying the putative class in this action for settlement purposes only  
10 under Fed. R. Civ. P. 23(a) and (b)(3), ordering individual and publication notice to potential Class  
11 Members, scheduling a Fairness Hearing for \_\_\_\_\_, 2017 providing potential  
12 Class Members with an opportunity either to exclude themselves from the Settlement Class or to  
13 object to the proposed settlement and issuing related Orders; and the Court having held a Fairness  
14 Hearing on \_\_\_\_\_, 2017 to determine whether to grant final approval of the  
15 proposed settlement and issue related relief; and

16  
17 The Court having considered the papers submitted by the Parties and by all other persons who  
18 timely submitted papers in accordance with the Preliminary Approval Order, and having heard oral  
19 presentations by the Parties and all persons who complied with the Preliminary Approval Order, and  
20 based on all of the foregoing, together with this Court’s familiarity with the Action, it is hereby  
21 **ORDERED, ADJUDGED, AND DECREED** as follows:

22  
23 1. **Incorporation of Other Documents.** This Final Order Approving Class Action  
24 Settlement incorporates and makes a part hereof: (a) the Amended Stipulation of Settlement, including  
25 all amendments and exhibits thereto, and definitions included therein, which was signed and filed with  
26 this Court on \_\_\_\_\_, 2017; (b) the briefs, affidavits, declarations, and other materials  
27 filed in support of the settlement, Service Awards, and Class Counsel’s request for an award of  
28 attorneys’ fees and reimbursement of expenses; (c) the record at the Fairness Hearing; (d) the

1 documents listed on the docket sheet or otherwise submitted to the Court; and (e) all prior proceedings  
2 in the Action.

3 2. **Jurisdiction.** Because due, adequate, and the best practicable notice has been  
4 disseminated and all potential Class Members have been given the opportunity to exclude themselves  
5 from or object to this class action settlement, the Court has personal jurisdiction over all Class  
6 Members (as defined below). The Court has subject-matter jurisdiction over the claims asserted in the  
7 complaint and/or the Action pursuant to 28 U.S.C. §§ 1332 and 1367, including, without limitation,  
8 jurisdiction to approve the proposed settlement and the Amended Stipulation of Settlement, grant final  
9 certification to the Class, dismiss the Action on the merits and with prejudice, and issue related orders.  
10 The Court finds that venue is proper in this district pursuant to 28 U.S.C. § 1391.

11 3. **Final Class Certification.** The Class preliminarily certified by this Court is hereby  
12 finally certified for settlement purposes only under Fed. R. Civ. P. 23(a), (b)(3), and (c)(2), the Court  
13 finding that the Class fully satisfies all the applicable requirements of Fed. R. Civ. P. 23 and due  
14 process. The Class shall consist of all persons who, from January 1, 2013 to January 31, 2016, used  
15 the Uber App or website to obtain service from one of the Uber Ride Services With A Safe Rides Fee  
16 in the United States or its territories. “Uber Ride Services With A Safe Rides Fee” means all  
17 transportation services that were arranged through Defendants’ website or the Uber App where a Safe  
18 Rides Fee was paid (such as UberX, etc.). “Uber App” means the Uber smartphone application by  
19 which riders may request Uber Rideshare Services. “Uber Rideshare Services” means all  
20 transportation services that are arranged through Defendants’ website or the Uber App, regardless of  
21 type of ride or service that is requested. “Uber” means the companies, incorporated in the State of  
22 Delaware as Uber Technologies, Inc. and Raiser, LLC, who operate the ride share service commonly  
23 known as Uber. Excluded from the Class are (a) all persons who are employees, directors, and  
24 officers of Uber Technologies, Inc. and Raiser, LLC; and (b) the Court and Court staff. “Employees”  
25 means any person whose Uber account email address ended with “@uber.com” as of May 8, 2017.

26 4. **Requests for Exclusion.** The Court finds that only those individuals specifically listed  
27 in Exhibit A to the Declaration of \_\_\_\_\_ and filed with the  
28 Court, and no other member of the Class, have submitted timely and valid requests for exclusion from

1 the Class and are therefore not bound by this Final Order and accompanying Final Judgment.  
2 Attached hereto as Exhibit A is the list of individuals who submitted timely and valid requests for  
3 exclusion from the Class and are therefore not bound by this Final Order and accompanying Final  
4 Judgment. All other members of the Class are bound by the terms and conditions of the Amended  
5 Stipulation of Settlement, this Final Order, and accompanying Final Judgment. Class Counsel and  
6 Defense Counsel may mutually agree to allow additional Class Members to exclude themselves or to  
7 withdraw their exclusion requests by filing an appropriate notice with the Court.

8 5. **Adequacy of Representation**. Class Plaintiffs Julian Mena, Todd Schreiber, Nate  
9 Coolidge, Ernesto Mejia, and Byron McKnight have adequately represented the Class for purposes of  
10 entering into and implementing the Settlement. Tina Wolfson and Robert Ahdoot of Ahdoot &  
11 Wolfson, PC; Mike Arias and Alfredo Torrijos of Arias, Sanguinetti, Stahle & Torrijos, LLP; and  
12 Nicholas Coulson of Liddle & Dubin, P.C., are experienced and adequate Class Counsel. Class  
13 Plaintiffs and Class Counsel have satisfied the requirements of Fed. R. Civ. P. 23(a)(4) and 23(g).

14 6. **Class Notice**. The Court finds that the dissemination of the Class Notice, the  
15 publication of the Summary Notice, the establishment of a website containing settlement-related  
16 materials, the establishment of a toll-free telephone number, and all other notice methods set forth in  
17 the Amended Stipulation of Settlement and the Declaration of the Settlement Administrator and the  
18 notice dissemination methodology implemented pursuant to the Amended Stipulation of Settlement  
19 and this Court's Preliminary Approval Order, as described in the Declaration of the Settlement  
20 Administrator, a copy of which is incorporated herein and made a part hereof:

21 a. constituted the best practicable notice to Class Members under the  
22 circumstances of the Action;

23 b. constituted notice that was reasonably calculated, under the circumstances, to  
24 apprise Class Members of (i) the pendency of this action; (ii) the terms of the Settlement; (iii) their  
25 rights under the Settlement; (iv) their right to exclude themselves from the Class and the Settlement;  
26 (v) their right to object to any aspect of the Settlement (including, but not limited to, final certification  
27 of the Class, the fairness, reasonableness, or adequacy of the Settlement, the adequacy of the Class's  
28 representation by Plaintiffs or Class Counsel, and/or the award of attorneys' fees); (vi) their right to

1 appear at the Fairness Hearing – either on their own or through counsel hired at their own expense – if  
2 they did not exclude themselves from the Class; and (vii) the binding effect of the Orders and  
3 Judgment in this action, whether favorable or unfavorable, on all persons who did not request  
4 exclusion from the Class;

5 c. constituted notice that was reasonable, due, adequate, and sufficient notice to all  
6 persons and entities entitled to be provided with notice; and

7 d. constituted notice that met all applicable requirements of the Federal Rules of  
8 Civil Procedure, 28 U.S.C. §1715, the Due Process Clause of the United States Constitution, and any  
9 other applicable law, as well as complied with the Federal Judicial Center’s illustrative class action  
10 notices.

11 7. **Final Settlement Approval.** The terms and provisions of the Settlement and Amended  
12 Stipulation of Settlement, have been entered into in good faith and are hereby fully and finally  
13 approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the  
14 Class Members, and in full compliance with all applicable requirements of the Federal Rules of Civil  
15 Procedure, the Class Action Fairness Act (P.L. 109-2), the United States Constitution (including the  
16 Due Process Clause), and any other applicable law. The Settlement is approved and all objections to  
17 the Settlement are overruled as without merit. The Parties and Class Members are hereby directed to  
18 implement and consummate the Amended Stipulation of Settlement according to its terms and  
19 provisions. Class Counsel shall take all steps necessary and appropriate to provide Class Members  
20 with the benefits to which they are entitled under the terms of the Amended Stipulation of Settlement.

21 8. **Binding Effect.** The terms of the Amended Stipulation of Settlement and of this Final  
22 Order and the accompanying Final Judgment shall be forever binding on Plaintiffs, Defendants, and all  
23 Class Members, as well as their heirs, executors and administrators, predecessors, successors and  
24 assigns, and those terms shall have *res judicata* and other preclusive effect in all pending and future  
25 claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent  
26 those claims, lawsuits, or other proceedings involve matters that were or could have been raised in the  
27 Action or are otherwise encompassed by the Release.

28 9. **Release.** The Release, which is set forth in Section VIII of the Amended Stipulation of

1 Settlement, is expressly incorporated herein in all respects, including all defined terms used therein, is  
2 effective as of the date of this Final Order and the accompanying Final Judgment, and forever  
3 discharges the Released Parties from any claims or liabilities arising from or related to the Release.

4 10. **Permanent Injunction.** All Class Members and/or their representatives, and all  
5 persons acting on their behalf (including but not limited to the Releasing Parties), who have not been  
6 timely excluded from the Class are hereby permanently barred and enjoined from bringing, filing,  
7 commencing, prosecuting, maintaining, intervening in, participating in, continuing, or receiving any  
8 benefits from, as class members or otherwise, any lawsuit (including putative class actions),  
9 arbitration, administrative, regulatory, or other proceeding in any jurisdiction that is covered by the  
10 Release. All Class Members and all persons in active concert or participation with Class Members,  
11 including all persons acting on their behalf (including but not limited to the Releasing Parties), are  
12 permanently barred and enjoined from organizing or soliciting the participation of any Class Members  
13 who did not timely exclude themselves from the Class into a separate class or group for purposes of  
14 pursuing a putative class action, any claim, or lawsuit in any jurisdiction that is covered by the  
15 Release. Pursuant to 28 U.S.C. §§1651(a) and 2283, the Court finds that issuance of this permanent  
16 injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over  
17 the Action.

18 11. **Enforcement of Settlement.** Nothing in this Final Order or in the accompanying Final  
19 Judgment shall preclude any action to enforce the terms of the Amended Stipulation of Settlement; nor  
20 shall anything in this Final Order or in the accompanying Final Judgment preclude Plaintiffs or other  
21 Class Members from participating in the Settlement described in the Amended Stipulation of  
22 Settlement if they are entitled to do so under the terms of the Amended Stipulation of Settlement.

23 12. **Attorneys' Fees and Expenses.** Class Counsel are hereby awarded attorneys' fees and  
24 reimbursement of their disbursements and expenses in the amount of \$\_\_\_\_\_,  
25 which amount is approved as fair and reasonable, pursuant to Fed. R. Civ. P. 23(h) and is in  
26 accordance with the terms of the Amended Stipulation of Settlement. The Court finds that the above  
27 stated award of attorneys' fees is fair and reasonable in consideration of, among other things, the  
28 efforts of Class Counsel and the settlement they achieved for the Class, and that the amount of

1 expenses is reasonable and was reasonably incurred in the course of the litigation. Class Counsel, in  
2 their discretion, shall allocate and distribute this award of attorneys' fees and expenses among  
3 Plaintiffs' Counsel. All objections to Class Counsel's request for an award of attorneys' fees and  
4 reimbursement of expenses are hereby overruled.

5 13. **Service Award.** The Court hereby awards \$\_\_\_\_\_ to each of the Plaintiffs,  
6 Julian Mena, Todd Schreiber, Nate Coolidge, Ernesto Mejia, and Byron McKnight, as service awards  
7 in their capacities as representative Plaintiffs in the Action.

8 14. **No Other Payments.** The preceding two paragraphs of this Final Order cover, without  
9 limitation, any and all claims against the Released Parties for attorneys' fees and expenses, costs, or  
10 disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Class  
11 Members, or incurred by Plaintiffs or the Class Members, or any of them, in connection with or related  
12 in any manner to the Action, the settlement of the Action, the administration of such settlement, and/or  
13 the Release, except to the extent otherwise specified in this Final Order and accompanying Final  
14 Judgment and the Amended Stipulation of Settlement. Plaintiffs are not precluded from seeking  
15 attorneys' fees, expenses, costs, or disbursements from an objecting Class Member or his or her  
16 counsel (and not Defendants or their counsel) in connection with an appeal filed by an objecting Class  
17 Member.

18 15. **Retention of Jurisdiction.** The Court has jurisdiction to enter this Final Order and the  
19 accompanying Final Judgment. Without in any way affecting the finality of this Final Order and/or  
20 the accompanying Final Judgment, this Court expressly retains jurisdiction as to all matters relating to  
21 the administration, consummation, enforcement, and interpretation of the Amended Stipulation of  
22 Settlement and of this Final Order and the accompanying Final Judgment, and for any other necessary  
23 purpose, including, without limitation:

24 a. enforcing the terms and conditions of the Amended Stipulation of Settlement and  
25 resolving any disputes, claims, or causes of action that, in whole or in part, are related to or arise out of  
26 the Amended Stipulation of Settlement, this Final Order, or the accompanying Final Judgment  
27 (including, without limitation, whether a person or entity is or is not a Class Member and whether  
28 claims or causes of action allegedly related to this case are or are not barred by this Final Order and

1 the accompanying Final Judgment; and whether persons or entities are enjoined from pursuing any  
2 claims against Uber);

3 b. entering such additional Orders as may be necessary or appropriate to protect or  
4 effectuate this Final Order and the accompanying Final Judgment and the Amended Stipulation of  
5 Settlement (including, without limitation, Orders enjoining persons or entities from pursuing any  
6 claims against Uber), dismissing all claims on the merits and with prejudice, and permanently  
7 enjoining Class Members from initiating or pursuing related proceedings, or to ensure the fair and  
8 orderly administration of this settlement; and

9 c. entering any other necessary or appropriate Orders to protect and effectuate this Court's  
10 retention of continuing jurisdiction; provided, however, that nothing in this paragraph is intended to  
11 restrict the ability of the Parties to exercise their rights as otherwise provided in the Amended  
12 Stipulation of Settlement.

13 16. **No Admissions.** Neither this Final Order, the accompanying Final Judgment, nor the  
14 Amended Stipulation of Settlement (nor any other document referred to herein, nor any action taken to  
15 carry out this Final Order or the accompanying Final Judgment) is, may be construed as, or may be  
16 used as an admission or concession by or against Defendants or the Released Parties of the validity of  
17 any claim or defense or any actual or potential fault, wrongdoing, or liability whatsoever. Defendants  
18 continue to deny that the Action meets the requisites for class certification under Fed. R. Civ. P. 23 for  
19 any purpose other than settlement. Entering into or carrying out the Amended Stipulation of  
20 Settlement, and any negotiations or proceedings related to it, shall not in any event be construed as, or  
21 deemed evidence of, an admission or concession as to Defendants' denials or defenses and shall not be  
22 offered or received in evidence in any action or proceeding against any Party hereto in any court,  
23 administrative agency, or other tribunal for any purpose whatsoever, except as evidence of the  
24 settlement or to enforce the provisions of this Final Order, the accompanying Final Judgment, and the  
25 Amended Stipulation of Settlement; provided, however, that this Final Order, the accompanying Final  
26 Judgment, and the Amended Stipulation of Settlement may be filed in any action against or by  
27 Defendants or the Released Parties to support a defense of *res judicata*, collateral estoppel, release,  
28 waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of

1 claim preclusion, issue preclusion, similar defense, or counterclaim.

2 17. **Dismissal of Action.** The Action (including all individual and Class claims presented  
3 therein) are hereby dismissed on the merits and with prejudice, without fees or costs to any Party  
4 except as otherwise provided in this Order and the accompanying Final Judgment and the Amended  
5 Stipulation of Settlement.

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Honorable Jon S. Tigar  
9 UNITED STATES DISTRICT JUDGE  
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**EXHIBIT A**  
**LIST OF PERSONS WHO REQUESTED EXCLUSION**