

Exhibit B

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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 JUDGMENT
[PROPOSED]**

Hon. Jon S. Tigar, Presiding

1 IT IS on this ____th day of _____, 2017, HEREBY ADJUDGED AND DECREED
2 PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 58 THAT:

3 1. The settlement of this class action on the terms set forth in the Parties' Amended
4 Stipulation of Settlement, with exhibits and any amendments thereto (collectively, the "Amended
5 Stipulation of Settlement"), and definitions included therein, signed and filed with this Court on
6 _____, 2017, is finally approved, and the following class is granted final
7 certification for settlement purposes only under Fed. R. Civ. P. 23(a) and (b)(3): The Class shall
8 consist of all persons who, from January 1, 2013 to January 31, 2016, used the Uber App or website to
9 obtain service from one of the Uber Ride Services With A Safe Rides Fee in the United States or its
10 territories. "Uber Ride Services With A Safe Rides Fee" means all transportation services that were
11 arranged through Defendants' website or the Uber App where a Safe Rides Fee was paid (such as
12 UberX, *etc.*). "Uber App" means the Uber smartphone application by which riders may request Uber
13 Rideshare Services. "Uber Rideshare Services" means all transportation services that are arranged
14 through Defendants' website or the Uber App, regardless of type of ride or service that is requested.
15 "Uber" means the companies, incorporated in the State of Delaware as Uber Technologies, Inc. and
16 Raiser, LLC, who operate the ride share service commonly known as Uber. Excluded from the Class
17 are (a) all persons who are employees, directors, and officers of Uber Technologies, Inc. and Raiser,
18 LLC; and (b) the Court and Court staff. "Employees" means any person whose Uber account email
19 address ended with "@uber.com" as of May 8, 2017.

20 2. The Court finds that only those individuals listed in Exhibit A to the Declaration of
21 _____ and filed with the Court, a copy of said Exhibit is
22 attached hereto as Exhibit A, have submitted timely and valid requests for exclusion from the Class
23 and are therefore not bound by this Final Judgment and accompanying Final Order. All other members
24 of the Class are bound by the terms and conditions of the Amended Stipulation of Settlement, this
25 Final Judgment and accompanying Final Order.

26 3. The Class Notice, the Long Form Notice, the Summary Notice, the website, the toll-
27 free telephone number, all other notices in the Amended Stipulation of Settlement, the Declaration of
28 the Settlement Administrator, and the notice methodology implemented pursuant to the Amended

1 Stipulation of Settlement: (a) constituted the best practicable notice under the circumstances; (b)
2 constituted notice that was reasonably calculated to apprise Class Members of the pendency of the
3 Action, the terms of the settlement, and their rights under the settlement, including, but not limited to,
4 their right to object to or exclude themselves from the proposed settlement and to appear at the
5 Fairness Hearing; (c) were reasonable and constituted due, adequate, and sufficient notice to all
6 persons entitled to receive notice; and (d) met all applicable requirements of law, including, but not
7 limited to, the Federal Rules of Civil Procedure, 28 U.S.C. §1715, and the Due Process Clause(s) of
8 the United States Constitution, as well as complied with the Federal Judicial Center’s illustrative class
9 action notices.

10 4. The claims in *Byron McKnight, et al. vs. Uber Technologies, Inc., et al.*, Case No. 3:14-
11 cv-05615-JST, which was and consolidated with: *Julian Mena, et al. v. Uber Technologies, Inc.*, Case
12 No. 3:15-cv-00064-JST (collectively, the “Action”) are dismissed on the merits and with prejudice
13 according to the terms (including the Release) set forth in the Amended Stipulation of Settlement and
14 in the Court’s Final Order Approving Class Action Settlement, (the “Final Approval Order”), without
15 costs to any party except as provided in the Final Approval Order.

16 5. All Class Members and/or their representatives, and all persons acting on their behalf
17 (including but not limited to the Releasing Parties), who have not been timely excluded from the Class
18 are permanently barred and enjoined from bringing, filing, commencing, prosecuting, maintaining,
19 intervening in, participating (as class members or otherwise) in, or receiving any benefits from any
20 other lawsuit (including putative class actions), arbitration, administrative, regulatory, or other
21 proceeding in any jurisdiction that is covered by the Release. All Class Members, including all
22 persons acting on their behalf (including but not limited to the Releasing Parties), are permanently
23 barred and enjoined from organizing or soliciting the participation of any Class Members who did not
24 timely exclude themselves from the Class into a separate class or group for purposes of pursuing a
25 putative class action, any claim, or lawsuit in any jurisdiction that is covered by the Release. Pursuant
26 to 28 U.S.C. §§1651(a) and 2283, the Court finds that issuance of this permanent injunction is
27 necessary and appropriate in aid of the Court’s continuing jurisdiction and authority over the Action.

28 6. Pursuant to Paragraphs 10 and 54 of the Amended Stipulation of Settlement,

1 Defendants are hereby enjoined as follows:

2 (a) Defendants will not describe or title any fee that they charge for their services,
3 including any charge for Uber’s Rideshare Services, as the “Safe Rides Fee.”

4 (b) In any Commercial Advertising, Defendants will not make the following
5 representations regarding their background checks:

6 (i) Defendants shall not list any offense type that does not result in
7 automatic disqualification as a driver during the initial screening process without explaining the
8 disqualification criteria; and

9 (ii) Defendants shall not represent that they screen against arrests for any
10 instances where Defendants actually screen only against convictions.

11 (c) In any Commercial Advertising regarding background checks, Defendants shall
12 identify the time period covered by the background check report Defendants use to screen potential
13 drivers or, if shorter, any time period used for disqualification purposes.

14 (d) In any Commercial Advertising, Defendants shall not use the terms “best
15 available,” “industry leading,” “gold standard,” “safest,” or “best-in-class” in connection with their
16 background checks.

17 (e) In any Commercial Advertising, Defendants shall not use the following phrases
18 to describe Uber’s Rideshare Services: “safest ride on the road,” “strictest safety standards possible,”
19 “safest experience on the road,” “best in class safety and accountability,” “safest transportation option,”
20 “background checks that exceed any local or national standard,” or “safest possible platform.”

21 (f) Before any person or entity may initiate any court proceeding alleging that
22 Defendants have breached the injunctive relief set forth above, that person or entity must serve written
23 notice on Defense Counsel (with copy to Class Counsel) stating with specificity the basis for this
24 allegation. Defendants will then have thirty (30) days from receipt of notice to cure any alleged breach.
25 No person or entity may initiate any court proceeding alleging that Defendants have breached the
26 injunctive relief set forth above until this thirty (30) day period has expired. If Defendants have cured
27 the alleged breach within thirty (30) days, then Defendants shall not be deemed to have breached the
28 injunctive relief set forth above.

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7. Class Counsel and Defendants shall take all steps necessary and appropriate to provide Class Members with the benefits to which they are entitled under the terms of the Amended Stipulation of Settlement and pursuant to the Orders of the Court.

8. Class Counsel shall be awarded \$_____ in attorneys' fees and expenses, which amount is approved as fair and reasonable, pursuant to Fed. R. Civ. P. 23(h) and is in accordance with the terms of the Amended Stipulation of Settlement.

9. Plaintiffs Julian Mena, Todd Schreiber, Nate Coolidge, Ernesto Mejia, and Byron McKnight shall each be awarded \$_____ as a service award in their capacities as a representative Plaintiffs in the Action.

10. The Court will retain continuing jurisdiction over the Action for the reasons and purposes set forth in this Court's Final Approval Order.

11. The objection(s) to the Amended Stipulation of Settlement, the Incentive Award, and Award of Attorneys' Fees and Costs are without merit and overruled.

 Honorable Jon S. Tigar
 UNITED STATES DISTRICT JUDGE

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EXHIBIT A
LIST OF PERSONS WHO REQUESTED EXCLUSION