

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

If you used an iPhone to access the Uber App and were charged a “Logan Massport Surcharge and Toll” or a “Logan Massport Surcharge” or a “Massport Surcharge” or an “East Boston Toll” by Uber for rides to or from Logan Airport, then you may get a payment from a class action settlement in *Cullinane, et al. v. Uber Technologies, Inc.*

A Federal Court Ordered this Notice — It is Not A Solicitation From a Lawyer.

Do not address any question about the Settlement or the litigation to Uber, Uber’s counsel, the Clerk of Court, or the Judge.

- Uber’s records identify you as a Settlement Class Member.
- The proposed Settlement requires Uber to pay \$3 million to a Settlement Fund to be used to make *pro rata* payments to the Uber Account of each Settlement Class Member who has an Active Account, and paid an \$8.75 “Logan Massport Surcharge and Toll” or “Logan Massport Surcharge” or “Massport Surcharge” or a \$5.25 “East Boston Toll” for rides to or from Logan Airport. Settlement Class Members who do not have Active Accounts will receive a check for their *pro rata* share of the Settlement Fund from the Settlement Administrator as defined in the Settlement Agreement.

Your Legal Rights And Options In This Settlement	
Do Nothing, Accept The Settlement Benefits, Be Bound By The Final Judgment And The Release of Claims	If you do nothing, and the Court approves the proposed Settlement, you will automatically receive the Settlement benefits, and you will be bound by the Court’s final judgment and the release of the claims explained in the Settlement Agreement.
Opt Out of The Class	Get no Settlement benefits. This is the only option that allows you to ever be part of any other lawsuit against Uber concerning the legal claims in this case.
Object	Write to the Court about why you don’t like the Settlement. You may also ask to speak in Court about the fairness of the Settlement. You do not have to appear in Court to object.

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

Basic Information—This Action

A class action lawsuit, *Cullinane, et al. v. Uber Technologies, Inc.*, is pending in the U.S. District Court for the District of Massachusetts, No. 14-cv-14750 (the “Action”). The complaint in the Action alleges that Uber charged riders an \$8.75 “Logan Massport Surcharge and Toll” or a “Logan Massport Surcharge” or a “Massport Surcharge,” and a \$5.25 “East Boston Toll,” for rides to or from Logan Airport. The complaint alleges that Massport did not charge an \$8.75 fee; at most it charged certain drivers \$3.25 to pick up riders at Logan, and charged no fee for dropping off riders at Logan. The complaint also alleges the East Boston Toll was less for non-commercial vehicles than the amount Uber charged. The lawsuit seeks damages and equitable relief for these alleged practices. You are receiving this Notice because Uber’s records indicate you paid such a fee and are a Settlement Class Member.

Uber denies these claims and contends that it fully complied with the law. Although the Court has not decided who is right and who is wrong, both sides have agreed to a proposed Settlement. A Settlement avoids the expense and delay of a trial and gets relief to Settlement Class Members more quickly. The Class Representatives and the attorneys for the class think the Settlement is best for all Settlement Class Members.

The Action is called a “Class Action” because the Class Representatives are suing on behalf of other people with similar claims, called “Class Members.” The parties have agreed to treat the Action as a Class Action for settlement purposes only.

Am I In the Settlement Class?

You are a Settlement Class Member if you are a Massachusetts resident (defined as persons who both registered for an Uber Account via an iPhone in Massachusetts and had a Massachusetts billing address) who from October 18, 2011 to August 14, 2015:

(a) paid an Uber invoice that included an \$8.75 charge designated as “Logan Massport Surcharge and Toll” or “Logan Massport Surcharge” or “Massport Surcharge”; or (b) paid an Uber invoice that included a \$5.25 charge designated as “East Boston Toll”; and (c) have not received a refund of these charges for all amounts greater than the actual toll and/or any airport fee assessed by Massport or Logan Airport.

Uber has reviewed its records and identified 101,783 Settlement Class Members.

The Settlement Benefits—What You Get

If the proposed settlement is approved by the Court, Uber has agreed to provide the following monetary benefits to Settlement Class Members:

Active Accounts. Settlement Class Members who have an Active Uber Account (defined as an Uber Account that has not been deactivated or banned, as defined in the Settlement Agreement, and which has been used within 365 calendar days prior to May 1, 2019) will be paid by a credit to their Uber Account in the amount of a prorated share of the Settlement Fund. Credits issued to the Uber Accounts of Active Riders can be used to pay for (i) rides networked via the Uber App, and/or (ii) food ordered via the Uber Eats app. This credit will be good for 365 calendar days from the Effective Date of the Settlement Agreement, and will be automatically applied to the Settlement Class Member’s next service(s) within the United States, and after any other earlier expiring credits are used. After 365 calendar days, any unused credits that exceed \$5.00 will be paid to the Settlement Class Member by check. If the unused credit is less than \$5.00 it will be paid to the U.S. Treasury, along with funds representing any uncashed checks, subject to Court approval. The decision not to send checks for amounts less than \$5.00 was made because it is not cost effective to do so, given the cost of obtaining an address for the recipient and mailing a check, and because checks of such a small amount are much less likely to be cashed.

Inactive Accounts. For Settlement Class Members who do not have an Active Uber Account as defined above, a third-party administrator will issue a check representing the Settlement Class Member’s *pro rata* share of the Settlement Fund. The Settlement Administrator will use its best efforts to locate addresses for riders with Inactive Accounts by using a reverse telephone number look-up.

Reasons for Providing Credits to Active Accounts and Checks to Inactive Accounts Under the Settlement.

Credits are provided to Settlement Class Members with Active Accounts because: (1) such Class Members continue to use their Uber Accounts, and a credit provides a direct benefit to pay for a service the Class Members would use anyway; (2) credits are the most cost-efficient and prompt way to return value to such Class Members, as they do not require a reverse telephone number lookup or the mailing of a paper check; (3) credits are automatically applied, and so are far more likely to be used than checks, which people sometimes forget to cash. For these reasons, credits provide the most financial benefits at the lowest cost to the most Settlement Class Members.

Mailed checks are being provided to Inactive Accounts because value would not be provided via a credit to an Uber Account that is not Active. Checks are the most effective way to get monetary relief to such Class Members.

The Settlement Agreement does not include injunctive relief. Uber ceased charging riders a fee titled, “Logan Massport Surcharge and Toll,” “Logan Massport Surcharge,” and “Massport Surcharge” on October 15, 2014 and has since entered into an agreement with Massport which establishes a specific trip pick-up fee at Logan Airport. Effective November 3, 2016, Uber is required by MassDOT to charge tolls at the commercial rate. See M.G.L.c. 159A ½, § 2(j).

You do NOT need to do anything to receive these benefits.

Attorneys' Fees, Costs, Named Plaintiff Service Awards, and Class Administration Expenses. Counsel for the Settlement Class will seek attorneys' fees and costs, service awards for the Named Plaintiffs, and class administration expenses of up to \$999,000 in total, subject to approval by the Court at or after the final approval hearing referred to below. Named Plaintiffs will request service awards in an amount not to exceed \$5,000 for each Plaintiff. If the Court approves the request, the attorneys' fees and costs, service awards, and class administration expenses will be paid from the Settlement Fund. Class Counsel's fees and expenses are currently approximately \$600,000. A copy of the fee application will be posted on the Settlement Website by November 22, 2019.

Who Represents Me?

The Court has appointed the following lawyers and firms as Settlement Class Counsel to represent the interests of all Settlement Class Members:

Elizabeth Ryan John Roddy Bailey & Glasser LLP 99 High Street, Suite 304 Boston, MA 02110	Pedro Jaile 241 Perkins Street, G-102 Boston, MA 02130
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These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

The Settlement Release—What You Will Give Up

In exchange for the benefits described in this Notice, every Settlement Class Member will give Uber a Release and will agree to be bound by all court orders in the Action. You will be bound by the terms of the Settlement, once it is final, unless you exclude yourself. **A release means you can't sue or be part of any other lawsuit against Uber (or the other "Released Persons" as defined in the Settlement Agreement) for claims related to the Logan Massport Surcharge and Toll, the Logan Massport Surcharge, the Massport Surcharge, or the East Boston Toll.** For more information about the terms of the Release, you may consult the Settlement Agreement, which is on file with the Court, and can also be viewed on the Settlement website, www.UberLoganSettlement.com.

Your Rights—Exclude Yourself

If you are a Settlement Class Member, then you are included in the Settlement unless you request to be excluded. If you remain in the Settlement Class and the Settlement is approved by the Court, then you will receive the monetary benefits described above. If you do not want to participate in the Settlement, then you can exclude yourself or "opt out." If you exclude yourself, you will not receive any benefits from the Settlement, but you will not be bound by any judgment or release in this Action and will keep your right to sue Uber on your own if you want. If you exclude yourself, you may not object to the Settlement. If more than 5% of the Settlement Class (5,089 Settlement Class Members) exclude themselves, Uber will have the right to terminate the Settlement, but it is not required to do so.

To exclude yourself from the Settlement, you must send a request for exclusion to the Settlement Administrator at the address at the end of this Notice. Your request for exclusion must be postmarked no later than December 6, 2019, and contain all of the following information: (1) the name of the Action, *Cullinane, et al. v. Uber Technologies*; (2) your full name, current address, telephone number; (3) your email and telephone number associated with your Uber Account; (4) a statement of your intent to exclude yourself; and (5) your signature and the date. If you do not follow these procedures to exclude yourself, your rights will be determined in this Action if this Settlement receives final judicial approval.

Your Rights—Object to the Settlement

If you do not request to be excluded, you may object to the Settlement, including the attorneys' fees. You may not object if you exclude yourself. To object, you must send a letter to the Court, as defined below, and serve upon Class Counsel a written statement saying that you object to the *Cullinane, et al. v. Uber Technologies* Settlement. You

must include your name, address, telephone number, email address, your signature, and the specific grounds for your objection to the Settlement, and whether the objection applies only to you, to a specific subset of the class, or to the entire class. You must mail the objection so that it is postmarked no later than December 6, 2019. If you intend to appear at the Final Approval Hearing regarding your objection, you should file a notice of intention to appear with the court at the same time.

The Final Approval Hearing

The proposed Settlement must be approved by the Court. The Court has set the Final Approval Hearing for January 23, 2020 at 2:00 p.m. (subject to change by the Court without further notice), at the U.S. District Court for the District of Massachusetts, Courtroom 1, 1 Courthouse Way, Boston, Massachusetts, 02210 to determine whether the proposed Settlement should be approved as fair, reasonable and adequate, whether certification of the Settlement Class is proper, and whether the Settlement and the attorneys' fees request should be approved.

You do not need to hire a lawyer, but may do so if you want to. You and the Settlement Class are already represented by Settlement Class Counsel listed above, at no out-of-pocket cost to you. The Settlement will not take effect unless and until: (1) the Court approves the Settlement at the Final Approval Hearing, and (2) a Final Order and Judgment is entered by the Court and is no longer subject to any appellate challenge. After the Court rules on the final approval and the time to appeal has expired or appeals are exhausted, the Settlement will become final, and you are entitled to receive the class benefits set forth above. If the Court does not approve the Settlement, then Settlement Class Members will not receive any benefits described in this Notice and the Settlement will become void. It will be as if no Settlement had been reached and no class established.

Getting More Information

This Notice, which has been approved by the Court, is only a summary. **You may visit the Settlement website at www.UberLoganSettlement.com for updates regarding the Court hearing dates, and to obtain a copy of the complete Settlement Agreement, and other key documents from the case.** If you have additional questions concerning this Action, Notice, or Settlement, you may contact Class Counsel at the address below. In addition, all of the records and other papers filed in the Action, including the Settlement Agreement, are on file with the Court and available to be inspected during regular business hours at the Clerk's Office. The Clerk of the Court is located at 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210. **Please do not address questions about the settlement or the litigation to the Judge or to Uber's Counsel.**

Administrator:	Settlement Class Counsel:	Uber's Counsel:
<i>Cullinane, et al. v. Uber Technologies, Inc.</i> Settlement Administrator c/o KCC Class Action Services P.O. Box 43502 Providence, RI 02940-3502	Elizabeth Ryan John Roddy Bailey & Glasser LLP 99 High Street, Suite 304 Boston, MA 02110 617.439.6730	S. Elaine McChesney Emma D. Hall Daniel J. Ball Morgan, Lewis & Bockius LLP One Federal Street Boston, MA 02110

What If My Address Or Other Information Has Changed Or Changes After I Receive My Notice?

It is your responsibility to inform the Settlement Administrator of your updated information so that a check may be sent to you if the Settlement is approved. You may do so at this address: *Cullinane, et al. v. Uber Technologies, Inc.* Settlement Administrator, c/o KCC Class Action Services, P.O. Box 43502, Providence, RI 02940-3502.

IMPORTANT DATES

Deadline to Object:	December 6, 2019
Deadline to Opt Out:	December 6, 2019
Final Approval Hearing:	January 23, 2020 at 2:00 p.m.