

New Paragraph 6:

Relief To The Class

Monetary Relief

6. Distribution of Settlement Payments. In coordination with the Settlement Administrator, Uber shall distribute or cause to be distributed the Settlement Payment to each Class Member as follows:

a. Active Accounts.

(1) Credits to Active Accounts.

Within thirty (30) days after the Effective Date, Uber will credit the Class Member's Uber Account for her or his pro-rated share of the Settlement Fund. However, in no event shall Uber be required to credit Active Accounts until fourteen (14) business days after the Court enters an order as to the amount of allowed Attorneys' Fees, Costs, and Named Plaintiff Service Awards pursuant to paragraph 13 hereof. This credit will be good for 365 calendar days from the date it is credited and can only be used in the United States. Such credits will be automatically applied in the actual dollar value of the credit to the Class Member's next Uber service(s) in the United States, subject to the requirements of other credits, until the Settlement Payment credit is exhausted. Such credits may be applied to pay for rides networked via the Uber App and/or food ordered via the Uber Eats App. Such credits shall be labeled in each Active Account as "Uber Logan Settlement Credit." Uber will not increase the charge of a service because of the use of a settlement credit. Within ten (10) business days of completing the crediting of Active Accounts, Uber will provide Class Counsel with an

affidavit from a person with knowledge of the crediting process, providing confirmation that the process has been completed in accordance with this Agreement.

(2) Unused Credits Held By Active Accounts.

Within fifteen (15) days after expiration of the 365-day period in paragraph 6a(1) above, Uber shall notify Class Counsel and the Settlement Administrator of the total amount of any unused credits, the names of Active Accounts holding such unused credits, and the amount of such unused credits per each such Active Account, and Uber shall deposit funds in the total amount with the Settlement Administrator. Within thirty (30) days after receipt of the funds from Uber, the Settlement Administrator will mail a check to each Class Member for the amount of their unused credit, for any credit in excess of \$5.00, following the procedures described in paragraphs 7 through 11 below. Any unused credits not paid out by check shall be paid to the *cy pres* recipient described in paragraph 10 below, subject to Court approval.

b. Inactive Accounts. As of the Effective Date, Uber shall provide a data file to the Settlement Administrator identifying all Inactive Accounts. The data file shall identify the name and mobile phone number associated with each such Class Member's Uber Account. The Settlement Administrator shall use such mobile phone numbers for the sole purpose of conducting reverse lookups of such Class Members' addresses to which checks in the amount of the Settlement Payments will be mailed.

c. Email Reminder to Class Members Regarding Expiration of Payment. On the date 30 days before checks become void and on the date 30 days before unused credits expire, the Settlement Administrator shall be instructed to send a reminder

email to Class Members as follows: (1) for Active Accounts with any unused credit, that their credit will expire in 30 days, and that if they do not use their credit by the thirtieth day, they will be sent a check for the amount of the remaining credit if more than \$5.00; (2) for Inactive Accounts with uncashed checks, that their check will become void in 30 days if not cashed.

New Paragraph 10:

10. Unclaimed Monies. Any checks that are not cashed within the time period set forth in paragraph 9 of this Settlement Agreement and any Settlement Payments that otherwise cannot be distributed as set forth in paragraph 7 shall, subject to Court approval, be paid to either the U.S. Department of the Treasury or to the RIDE Program of the Massachusetts Bay Transportation Authority. No unclaimed monies will revert to Defendant.

New Paragraph 34:

34. Termination. Defendant will have the right to terminate the settlement agreement if the number of opt outs exceeds 5 percent of the Settlement Class.

New Sentence For Paragraph 14:

14. Attorneys' Fees, Costs, and Expenses. . . . Within thirty (30) days after the later of (i) the Effective Date or (ii) the final expiration of the time to appeal, or if an appeal is taken, after final resolution of all appeals and rights of review therefrom, the Court's final ruling on Class Counsel's Motion for Attorneys' Fees and Costs, the

Settlement Administrator shall pay by wire transfer to Class Counsel the attorneys' fees, costs and expenses approved by the Court consistent with this Agreement.

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The above revisions are submitted to respond to the issues raised by the Court at the last hearing. The undersigned are authorized by the Parties to accept these revisions. The Parties are also submitting herewith a revised Class Notice, and Orders to reflect these changes, along with a motion.

By their attorneys,

/s/ Elizabeth Ryan

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Attorneys for Defendant Uber Technologies, Inc.

Dated: July 8, 2019

ADDENDUM

RELIEF TO THE CLASS

Monetary Relief

6. Distribution of Settlement Payments. In coordination with the Settlement Administrator, Uber shall distribute or cause to be distributed the Settlement Payment to each Class Member as follows:

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c. Email Reminder to Class Members Regarding Expiration of Payment. On the date 30 days before checks become void and on the date 30 days before unused credits expire, the Settlement Administrator shall be instructed to send a reminder

Deleted: After 365 calendar days, any unused credits will expire and be removed from the Class Member's Uber Account and within fourteen (14) days thereafter Uber shall pay the monetary value of any such credits to the *cy pres* recipient described in paragraph 10, subject to Court approval.

Deleted: Within thirty (30) days after the Effective Date, the Settlement Administrator will send Settlement Payments to Inactive Account Class Members. Such payments shall be sent in the form of a postcard check via first class mail, with the following phrase appearing prominently thereon: "**Settlement Payment Pursuant to Class Action Settlement Approved by the Court.**"

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