

If, at Any Time Between December 31, 2010 and August 17, 2017, You Received One or More Text Messages from Uber Technologies, Inc., You May Be Eligible for a Payment from a Class Action Settlement.

This Notice describes rights you may have in connection with the settlement of a lawsuit.

The United States District Court for the Northern District of Illinois authorized this Notice.

*This is not a solicitation from a lawyer. **This is not a legal action against you.***

Para una notificación en Español, visitar www.UberTCPASettlement.com.

This Notice describes a proposed settlement in a class action lawsuit brought against Uber Technologies, Inc. (“Uber”), regarding text messages sent to certain persons and entities. **Please read this Notice carefully. It summarizes your rights and options under the Settlement, which are affected whether or not you act. The full Settlement Agreement can be accessed at www.UberTCPASettlement.com.**

If you were sent a text message and you fit the description of the Settlement Classes (as defined below), then you have the following options:

- You can submit a claim for monetary compensation. The amount of the check you would receive depends on the number of people and entities who file claims, the costs of administration of the Settlement, attorneys’ fees and costs, and Class Representative service awards. **To receive a check, you must submit a Claim Form by December 15, 2017.** The process for submitting a claim is described below.
- You can exclude yourself from the Settlement (and receive no money from the Settlement but retain your right to bring your own lawsuit). Your request to exclude yourself must be submitted no later than **December 15, 2017**. You must follow the process described in Question 8 in this Notice. If the Settlement is approved and you do not exclude yourself, you will be bound by the Settlement and will release certain claims described below.
- You can object to the Settlement. The deadline for objecting to the Settlement is **December 22, 2017**. All objections must be mailed to Uber TCPA Settlement Administrator, P.O. Box 5053, Portland, OR 97208-5053. See Question 7 in this Notice for details.

NOTE: **PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK’S OFFICE, UBER, OR UBER’S COUNSEL FOR MORE INFORMATION. THEY WILL NOT BE ABLE TO ASSIST YOU.** If you have questions, please call 1-800-330-1683 or visit www.UberTCPASettlement.com.

For more information and for a Claim Form, visit www.UberTCPASettlement.com or call 1-800-330-1683.

BASIC INFORMATION

In a purported class action case known as *Vergara, et al. v. Uber Technologies, Inc.*, No. 1:15-CV-06942 (N.D. Ill.), the Plaintiffs alleged that Uber engaged in violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* (“TCPA”), by sending automated text messages to individuals without their consent. Uber denies Plaintiffs’ allegations and denies that it did anything wrong. The Court has not decided who is right.

A settlement of this lawsuit (“Settlement”) has been negotiated which, if approved by the Court, may entitle you to a payment. By entering into the Settlement, Uber has not admitted the truth or validity of any of the claims against it. Your rights and options under the Settlement—and the deadlines to exercise them—are explained below.

YOUR LEGAL RIGHTS AND OPTIONS	
Submit a Claim	This is the only way to receive a payment from the Settlement. Class Members who submit a valid Claim Form by the deadline of December 15, 2017 , will receive a payment and will give up certain rights to sue Releasees, as described in Questions 4 and 6 in this Notice.
Do Nothing	If you do nothing, you will receive no money from the Settlement, but <i>you will still give up your rights to sue Releasees</i> , as described in Questions 6 and 10 in this Notice.
Exclude Yourself from the Case	If you exclude yourself, you can sue Releasees on your own and at your own expense regarding the text messages released under this Settlement, but you will not receive a payment from the Settlement. The deadline for excluding yourself is December 15, 2017 . See Question 8 in this Notice.
Object	You may file an objection if you wish to object to the Settlement. The deadline to object to the Settlement is December 22, 2017 . See Question 7 in this Notice.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement. The Court has set a hearing for January 23, 2018 at 9:00 a.m. , subject to change. See Question 11 in this Notice.

These rights and options—and the deadlines to exercise them—are explained in this Notice.

The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit claims and qualify. Please be patient.

**For more information and for a Claim Form, visit
www.UberTCPASettlement.com or call 1-800-330-1683.**

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**For more information and for a Claim Form, visit
www.UberTCPASettlement.com or call 1-800-330-1683.**

1. WHO IS IN THE SETTLEMENT CLASSES?

The United States District Court for the Northern District of Illinois (Honorable Thomas M. Durkin) has conditionally certified, for settlement purposes only, Settlement Classes in *Vergara, et al. v. Uber Technologies, Inc.*, Case No. 1:15-cv-06942.

If you received notice of the Settlement directed to you, then you may be a member of the Settlement Classes. But even if you did not receive a notice, you may still be a member of the Settlement Classes.

The “Settlement Classes” are defined as:

Settlement Class A: All persons or entities within the U.S. who, from December 31, 2010, up to and including August 17, 2017, used or subscribed to a wireless or cellular service and were sent one or more non-emergency text messages, utilizing Twilio Inc.’s system, in connection with Uber’s Refer-a-Friend Program.

Settlement Class B: All persons or entities within the U.S. who, from December 31, 2010, up to and including August 17, 2017, started Uber’s driver application process but did not become an “active” driver in Uber’s system, who used or subscribed to a wireless or cellular service, and to whom Uber sent one or more non-emergency text messages after the user or subscriber requested Uber to discontinue sending text messages.

Settlement Class C: All persons or entities within the U.S. who, from December 31, 2010, up to and including August 17, 2017, were not party to a contract with Uber and/or who did not provide his or her cellular phone number to Uber, and who used or subscribed to a wireless or cellular service to which Uber sent one or more non-emergency text messages.

Excluded from the Settlement Classes are all persons who elect to exclude themselves from the Settlement Classes, the Court and staff to whom this case is assigned, and any member of the Court’s or staff’s immediate family. If you are not sure whether you are in the Settlement Classes, or have any other questions about the Settlement, visit the Settlement website at www.UberTCPASettlement.com or call the toll-free number 1-800-330-1683.

2. WHAT IS THIS LAWSUIT ABOUT?

This case was brought as a class action alleging that Uber engaged in violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* (“TCPA”), by sending automated text messages without consent to the people and entities in the Settlement Classes. This is just a summary of the allegations. The complaint in the lawsuit is posted at www.UberTCPASettlement.com and contains all of the allegations. Uber denies these allegations; however, in order to avoid the expense, inconvenience, and distraction of continued litigation, Uber has agreed to the Settlement described herein.

3. WHO REPRESENTS ME?

In a class action, one or more people or entities called “class representatives” sue on behalf of people and entities who have similar claims. In this case, Maria Vergara, James Lathrop, Jonathan Grindell, Sandeep Pal, Jennifer Reilly, and Justin Bartolet sued Uber in a representative capacity, and the Court has appointed them to be Settlement Class Representatives for all Class Members in this case.

The Court also approved the law firms of Tycko & Zavareei LLP and McGuire Law, P.C., to represent the Settlement Classes. If you want to be represented by your own lawyer, you may hire one at your own expense.

**For more information and for a Claim Form, visit
www.UberTCPASettlement.com or call 1-800-330-1683.**

4. WHAT BENEFITS CAN I RECEIVE FROM THE SETTLEMENT?

Under the Settlement, Uber has agreed to provide monetary compensation to Class Members who timely submit valid claims. The amount of the checks are not yet known. The total Settlement Fund is \$20,000,000. The amount of the check you will be sent depends on the number of Class Members who timely submit valid claims, the costs of settlement administration, attorneys' fees and costs, and service awards for the Class Representatives, all of which will be paid from the Settlement Fund. Class Counsel will apply to the Court for an award of attorneys' fees of up to \$6,660,000 plus costs and expenses, as well as Class Representative service awards of \$10,000 to each of the six Class Representatives. Every Settlement Class Member who submits a timely, valid claim will be sent a check in the same amount. ***Submitting a timely and valid Claim Form is the only way to receive a payment from the Settlement, and is the only thing you need to do to receive a payment.*** Claim Forms are available at www.UberTCPASettlement.com. Claim Forms may be submitted online at www.UberTCPASettlement.com or mailed to Uber TCPA Settlement Administrator, P.O. Box 5053, Portland, OR 97208-5053.

If you timely submit a valid Claim Form, your claim will be paid by a check mailed to you. Claims will only be paid after the Court grants Final Approval of the Settlement and after any appeals are resolved (see Question 11 in this Notice). If there are appeals, resolving them can take time. Please be patient.

Note that if you receive a check, you will have one year to cash the check sent to you. If you do not cash the check within one year, the check will be void and the funds will be utilized as the Court deems appropriate. The Court will decide whether any such remaining funds will go to a charitable organization or will be dispersed differently.

As part of this Settlement, Uber has also agreed to make changes to its text messaging practices. Without admitting any liability or that it is required by law to do so, Uber agrees to undertake the following practices:

- a. Uber agrees that for a period of two years from the Effective Date of the Settlement it will not send server-assisted driver-referral text messages from the Uber app on Uber-issued cellular phones.
- b. Uber agrees that for at least two years from the Effective Date it will maintain an opt-out protocol for recipients of text messages who initiate but do not complete the driver sign up process, which will at a minimum unsubscribe recipients from pipeline driver SMS messaging who reply with any of the opt-out words or phrases on Appendix A of the Settlement Agreement.
- c. Uber agrees to adhere to the following procedures by December 31, 2017, or the Effective Date of the Settlement, whichever is later, for a minimum of two years: (i) Uber's servers will delete any phone number entered during the rider account sign-up process that is not verified within 15 minutes; (ii) Uber will display the phone number used during the rider account sign-up process on the app screen where a new verification text can be requested with the note "Did you enter the correct number?"; and (iii) after one attempted verification text resend, the user will be forced to re-enter the phone number used during sign-up.

5. DO I HAVE TO PAY THE LAWYERS REPRESENTING ME?

No. Class Counsel will apply to the Court for an award of attorneys' fees of up to \$6,660,000 plus costs and expenses for investigating the facts, litigating the cases, and negotiating the Settlement. To date, Class Counsel have not received any payment for their services in conducting this Litigation on behalf of the Settlement Class Representatives and the Settlement Classes, nor have Class Counsel been reimbursed for their costs and expenses directly relating to their representation of the Settlement Classes.

**For more information and for a Claim Form, visit
www.UberTCPASettlement.com or call 1-800-330-1683.**

Class Counsel will also request the Court to award a service award of \$10,000 to each of the Settlement Class Representatives in recognition of their service to the Settlement Classes. The amount of any fee or service award will be determined by the Court. Class Counsel’s contact information is as follows:

Hassan A. Zavareei Andrea R. Gold TYCKO & ZAVAREEI LLP 1828 L Street, N.W., Suite 1000 Washington, D.C. 20036 hzavareei@tzlegal.com agold@tzlegal.com Telephone: 202-973-0900	Myles P. McGuire Evan M. Meyers Paul T. Geske MCGUIRE LAW, P.C. 55 W. Wacker Drive, 9 th Floor Chicago, IL 60601 mmcguire@mcgpc.com emeyers@mcgpc.com pgeske@mcgpc.com Telephone: 312-893-7002
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6. WHAT AM I AGREEING TO BY REMAINING IN THE SETTLEMENT CLASSES IN THIS CASE?

Unless you exclude yourself, you will be part of the Settlement Classes, and you will be bound by the release of claims in the Settlement. This means that if the Settlement is approved, you cannot sue, continue to sue, or be party of any lawsuit against Uber or the other Releasees asserting a “Released Claim,” as defined below. It also means that the Court’s Order approving the Settlement and the judgment in this case will apply to you and legally bind you.

The “Released Claims” that you will not be able to assert against Uber or Releasees if you remain a part of the Settlement Classes are as follows: any and all claims whatsoever arising out of, related to, or connected with Uber or any of the Releasees sending, causing someone to send, or assisting someone to send a text or SMS message related to Uber without consent, including but not limited to claims brought under 47 U.S.C. § 227, *et seq.* (“TCPA”), during the Class Period. “Released Claims” include all claims that were or could have been asserted in the Litigation or Related Actions, regardless of whether such claims are known or unknown, filed or unfiled, asserted or as yet unasserted, existing or contingent.

“Releasees” shall refer, jointly and severally, and individually and collectively, to Uber, its past and present parents, predecessors, successors, affiliates, holding companies, subsidiaries, employees, agents, board members, assigns, partners, contractors, joint venturers, or third-party agents with which it has or had contracts or their affiliates.

“Related Actions” shall mean any proceeding, other than this Litigation, that alleges that Uber violated the TCPA brought by a plaintiff and/or on behalf of persons or entities who would be a Class Member, including *Giacomaro v. Uber Technologies, Inc.* (EDNY; Case No. 2:17-cv-03923) and *Kolloukian v. Uber Technologies, Inc.* (C.D. Cal.; Case No. 2:15-cv-02856).

7. WHAT IF I DO NOT AGREE WITH THE SETTLEMENT?

If you are a member of the Settlement Classes, you may object to the Settlement or any part of the Settlement that you think the Court should reject, and the Court will consider your views. To object, you must send your objection to the Settlement Administrator, Class Counsel, and Uber’s Counsel providing:

- a. the case name and case number of this Litigation (*Vergara, et al. v. Uber Technologies, Inc.*, N.D. Ill. Case No. 1:15-cv-06942);
- b. your full name, current address, and phone number;
- c. the phone number on which you allegedly received a text message from Uber;
- d. the reasons why you object to the Settlement along with any supporting materials;

**For more information and for a Claim Form, visit
www.UberTCPASettlement.com or call 1-800-330-1683.**

- e. information about other objections you or your lawyer(s) have made in other class action cases in the last four (4) years; and
- f. your signature.

Your objection must be postmarked no later than December 22, 2017. Objections must be mailed to all of the following addresses:

<p>Uber TCPA Settlement Administrator P.O. Box 5053 Portland, OR 97208-5053</p>	
<p style="text-align: center;">Plaintiffs' Counsel Hassan A. Zavareei TYCKO & ZAVAREEI LLP 1828 L Street, N.W., Suite 1000 Washington, D.C. 20036;</p> <p style="text-align: center;">and</p> <p style="text-align: center;">Myles P. McGuire MCGUIRE LAW, P.C. 55 W. Wacker Drive, 9th Floor Chicago, IL 60601</p>	<p style="text-align: center;">Uber's Counsel Austin V. Schwing GIBSON DUNN & CRUTCHER LLP 555 Mission Street San Francisco, CA 94105</p>

8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT CLASSES?

If you want to exclude yourself from the Settlement Classes, sometimes referred to as “opting out,” you will not be eligible to recover any benefits as a result of this Settlement. However, you will keep the right to sue or continue to sue Uber or Releasees on your own and at your own expense about any of the Released Claims.

To exclude yourself from the Settlement Classes, you must send a letter to the Settlement Administrator identifying:

- (1) the name and case number of this lawsuit (*Vergara, et al. v. Uber Technologies, Inc.*, N.D. Ill. Case No. 1:15-cv-06942);
- (2) your full name, current address, and telephone number;
- (3) the phone number on which you allegedly received a text message from Uber;
- (4) a statement that you wish to exclude yourself from the Settlement Classes; and
- (5) your signature.

If you wish to exclude yourself, you must submit the above information(s) to the following address so that it is **postmarked no later than December 15, 2017**:

Uber TCPA Settlement Administrator:
P.O. Box 5053
Portland, OR 97208-5053

REQUESTS FOR EXCLUSION FROM THE CLASSES THAT ARE NOT POSTMARKED ON OR BEFORE DECEMBER 15, 2017, WILL NOT BE HONORED.

You cannot exclude yourself from the Settlement Classes by telephone, by email, or at the website. You cannot exclude yourself by mailing a request to any other location or after the deadline. Your Exclusion Form must be signed by you.

**For more information and for a Claim Form, visit
www.UberTCPASettlement.com or call 1-800-330-1683.**

9. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?

“Objecting” is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. “Excluding” yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

10. WHAT IF I DO NOTHING AT ALL?

You will remain a member of the Settlement Classes. **However, you must file a Claim Form in order to receive a benefit in this Settlement.** See Question 4 in this Notice.

11. WHAT WILL BE DECIDED AT THE FINAL APPROVAL HEARING?

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees, service awards, and expenses (“Final Approval Hearing”). The Final Approval Hearing is currently set for **January 23, 2018 at 9:00 a.m.**, at the United States District Court for the Northern District of Illinois, Eastern Division, located in Courtroom 1441, 219 S. Dearborn Street, Chicago, IL 60604. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.UberTCPASettlement.com and the Court’s docket for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the request by Class Counsel for attorneys’ fees and expenses and for the Class Representatives’ service awards. If there are objections, the Court will consider them at the Final Approval Hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

You may attend the hearing, at your own expense, but you do not have to do so.

You may ask the Court for permission to speak at the hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your notice of intention to appear must include the following:

- (1) the name and case number of this lawsuit (*Vergara, et al. v. Uber Technologies, Inc.*, N.D. Ill. Case No. 1:15-cv-06942);
- (2) your full name, current address, and telephone number;
- (3) the phone number on which you allegedly received a text message from Uber;
- (4) a statement that this is your “Notice of Intention to Appear” at the Final Approval Hearing for this lawsuit (*Vergara, et al. v. Uber Technologies, Inc.*, N.D. Ill. Case No. 1:15-cv-06942), along with copies of any papers, exhibits, or other evidence or information that you will present to the Court;
- (5) the reasons you want to be heard; and
- (6) your signature.

You must send copies of your notice of intention to appear, **postmarked by December 15, 2017**, to all of the following addresses:

**For more information and for a Claim Form, visit
www.UberTCPASettlement.com or call 1-800-330-1683.**

Clerk of the Court
Everett McKinley Dirksen United States Courthouse
219 S. Dearborn Street
Chicago, IL 60604

Plaintiffs' Counsel
Hassan A. Zavareei
TYCKO & ZAVAREEI LLP
1828 L Street, N.W., Suite 1000
Washington, D.C. 20036;

and

Myles P. McGuire
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Floor
Chicago, IL 60601

Uber's Counsel
Austin V. Schwing
GIBSON DUNN & CRUTCHER LLP
555 Mission Street
San Francisco, CA 94105

You cannot speak at the hearing if you exclude yourself from the Settlement.

12. DOES THIS NOTICE CONTAIN THE ENTIRE SETTLEMENT AGREEMENT?

No. This is only a summary of the Settlement. If the Settlement is approved and you do not exclude yourself from the Settlement Classes, you will be bound by the release contained in the Settlement Agreement, and not just by the terms of this Notice. Capitalized terms in this Notice are defined in the Settlement Agreement. You can view the full Settlement Agreement online at www.UberTCPASettlement.com, or you can write to the Uber TCPA Settlement Administrator at P.O. Box 5053, Portland, OR 97208-5053 for more information.

13. WHERE CAN I GET MORE INFORMATION?

For more information, you may visit www.UberTCPASettlement.com or you may call the Uber TCPA Settlement Administrator at 1-800-330-1683.

NOTE: PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK'S OFFICE, UBER, OR UBER'S COUNSEL FOR MORE INFORMATION. THEY WILL NOT BE ABLE TO ASSIST YOU. If you have questions, please call 1-800-330-1683 or visit www.UberTCPASettlement.com.

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