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11 *Attorneys for Plaintiff Douglas O'Connor*

13 UNITED STATES DISTRICT COURT  
 14 NORTHERN DISTRICT OF CALIFORNIA

15 DOUGLAS O'CONNOR, THOMAS  
 16 COLOPY, MATTHEW MANAHAN,  
 17 and ELIE GURFINKEL, individually  
 and on behalf of all others similarly  
 18 situated,

19 Plaintiffs

20 v.

21 UBER TECHNOLOGIES, INC.,  
 22 Defendant.  
 23

Case No. 3:13-cv-03826 – EMC  
 [Related to 3:15-cv-03667-EMC]

**DECLARATION OF DOUGLAS  
 O'CONNOR OBJECTING TO  
 PROPOSED O'CONNOR CLASS  
 ACTION SETTLEMENT**

Complaint Filed: August 16, 2013

**DECLARATION OF DOUGLAS O’CONNOR**

I DOUGLAS O’CONNOR DECLARE:

1. I am over the age of 18 and know the following facts of my own personal knowledge and, if called upon, could and would testify competently thereto. I submit this declaration concurrently hereto with my termination of Lichten & Liss-Riordan, P.C. and my appointment of Mark Geragos of Geragos & Geragos, APC, and Brian Kabateck of Kabateck Brown Kellner LLP as my new attorneys of record.

2. I am named as the lead Plaintiff in the class action *Douglas O'Connor et al v. Uber Technologies, Inc.*, C.A. No. 13-03826-EMC (N.D. Cal.) (“*O’Connor*”). I am compelled to submit this declaration objecting to the class action settlement on behalf of myself and on behalf of the hundreds of thousands of other Uber Drivers in the State of California—and throughout the Country—who were at first given hope and a voice by the lawsuit bearing my name but now feel utterly betrayed and sold-out by an unjust settlement result that only benefits Uber.

3. Although I am a signatory to the *O’Connor* class action settlement agreement with Uber, I was not present or invited to attend any mediation session between Shannon Liss-Riordan and Uber. I was not consulted about settlement terms, amounts, or proposed non-monetary relief. Had I been informed and consulted contemporaneously on the details of the settlement agreement, I would have strongly objected to the terms and methodology used for computing damages. This proposed settlement agreement is not in my interest or in the interest of any Uber driver.

4. On ***April 22, 2016*** at 11:35 am I received an email with the Subject: *Subject: Please DocuSign these document: 4-21-16 FINAL Long Form Settlement Agreement unredacted].pdf, Genera*

The email contained an electronic copy of the settlement agreement which required my electronic signature by DocuSign. This was the first time I had ever

1 received a copy of the settlement agreement in any format. To this day, I never  
2 received a hard copy of the settlement agreement and Ms. Liss-Riordan, nor any  
3 lawyer from her firm, ever went over the terms or meaning of the terms of the  
4 settlement agreement with me.

5 5. Additionally, by the time I received a copy of the settlement agreement,  
6 Ms. Liss-Riordan and Uber had already announced that the settlement agreement was  
7 signed and executed by all parties, which took place the previous day on *April 21,*  
8 *2016*. I was not made aware of that announcement on April 21, 2016, before it took  
9 place. When the announcement was made that a settlement was reached, not only had  
10 I not signed the settlement agreement, I had yet to even see the settlement agreement.

11 6. The settlement agreement was over 100 pages and was extremely  
12 complex in form and content. As of May 2, 2016, I had not fully reviewed the  
13 settlement agreement and its terms were never explained to me by Ms. Liss-Riordan.  
14 On or around that time, I received a call from Adelaide Pagano, a first year associate  
15 from Ms. Liss-Riordan's firm, who informed me that the Court was urgently  
16 requesting my signature and that I had to sign the agreement immediately. Based on  
17 my conversation, I believed that I could face a sanction or fine from the Court by not  
18 signing the agreement. Based on that belief, I signed the agreement. I did not know I  
19 had the right not to sign the settlement agreement or that I could object to the  
20 settlement agreement.

21 7. By way of this declaration, I hereby withdraw my consent to the  
22 settlement agreement bearing my name which was obtained under false pretenses,  
23 duress, and misinformation and I hereby request that the settlement agreement be set  
24 aside.

25 8. Having now had the full opportunity to review the *O'Connor* settlement  
26 agreement, it is apparent that under the agreement, Uber drivers are being sold out and  
27 shortchanged by billions of dollars while sacrificing the determination of their  
28

1 classification as employees. Additionally, while the settlement includes a non-  
2 monetary component, those provisions will expire after only two years and serve as  
3 mere window dressing for an otherwise deficient agreement.

4 9. When I initiated the *O'Connor* action nearly 3 years ago, I did so because  
5 it was apparent to me that the failure to properly classify Uber drivers as employees  
6 presented the most significant hazard to the economy and public safety in a  
7 generation. A “gig economy” does not mean an economy without rules and  
8 regulations that protect both driver and passenger. Employee protections exist for the  
9 benefit of employees and the communities they serve. The fact that services now take  
10 place across internet applications like Uber does not vitiate these employee  
11 protections or make these protections less necessary. Unfortunately, the magnitude of  
12 this generational threat was given short shrift in the *O'Connor* class action as almost  
13 no meaningful discovery or depositions were taken, but where the average Uber driver  
14 will now receive an offensive settlement worth less than a tank of gas. I cannot in  
15 good conscience support this disastrous settlement agreement.

16  
17 I declare under penalty of perjury of the laws of the State of California that the  
18 foregoing is true and correct.

19 Executed this the 15th day of May, 2016 in South San Francisco, California.

20  
21 /s/ Douglas O'Connor  
22 Douglas O'Connor  
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