Respondent.

Appendix A	
Decision No. R19-0069	
Proceeding No. 17G-0783TNC ET AL	
Page 1 of 25	

Attachment A

COLORADO
Proceeding No. 17G-0783TNC
CPAN No. 119221
PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO,
Complainant, v.
RASIER, LLC,
Respondent.
Proceeding No. 18G-0018TNC
CPAN No. 120466
COLORADO PUBLIC UTILITIES COMMISSION,
Complainant,
v.
RASIER, LLC,

Appendix A Decision No. R19-0069 Proceeding No. 17G-0783TNC ET AL Page 2 of 25

Attachment A

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO Proceeding No. 18G-0233TNC CPAN No. 120617 COLORADO PUBLIC UTILITIES COMMISSION, Complainant, v. RASIER, LLC, Respondent. BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO Proceeding No. 18G-0234TNC CPAN No. 120999 COLORADO PUBLIC UTILITIES COMMISSION, Complainant, v. RASIER, LLC, Respondent.

Appendix A
Decision No. R19-0069
Proceeding No. 17G-0783TNC ET AL
Page 3 of 25

Attachment A

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

Proceeding No. 18G-0249TNC

CPAN No. 120614

COLORADO PUBLIC UTILITIES COMMISSION,

Complainant,

v.

RASIER, LLC.

Proceeding No. 18G-0249TNC

CPAN No. 120614

Appendix A
Decision No. R19-0069
Proceeding No. 17G-0783TNC ET AL
Page 4 of 25

Attachment A

STIPULATION AND SETTLEMENT AGREEMENT

Staff of the Public Utilities Commission (hereinafter Staff) and Respondent Rasier, LLC (hereinafter Rasier) (collectively the Parties, and individually, Party) enter into this Stipulation and Settlement Agreement (Settlement Agreement) for the above-referenced proceedings as a complete and final resolution of all issues that were or could have been raised in any of the proceedings.

BACKGROUND OF PROCEEDINGS AND RECITALS

- 1. This Settlement Agreement contemplates the full and final resolution and dismissal of all pending actions by Staff against Rasier. The Settlement Agreement resolves and includes two consolidated proceedings with two cases and one independent proceeding for a total of five proceedings with five corresponding Civil Penalty Assessment Notices (hereinafter CPAN).
- 2. This Settlement Agreement includes, resolves, and settles the following proceedings and corresponding CPANs:
 - a. 17G-0783TNC (CPAN 119221) Staff originally issued CPAN

 Number 119221 on November 20, 2017 and served it on Rasier the same day. The CPAN sought civil penalties in the amount of \$8,913,750.00 (or \$4,456,875.00 if paid within 10 days). The CPAN alleges 3570 violations of 4 CCR 723-6-6708(a) based on Rules

6711 (driving history background) and 6712 (criminal history background), as well as violations of 4 CCR 723-6-6716(b) (failure to provide records within 72 hours of a request by an enforcement official). Staff requested counsel on November 28, 2017, and the Commission referred this case to an Administrative Law Judge on December 13, 2017. The CPAN was assigned docket number 17G-0783TNC. Staff filed an amended CPAN on May 31, 2018 and served it on the same day. The amended CPAN sought civil penalties in the amount of \$4,443,750.00 (or \$2,221,875.00 if paid within 10 days). The CPAN alleges 1787 violations of 4 CCR 723-6-6708(a) based on Rules 6711 (driving history background) and 6712 (criminal history background), as well as violations of 4 CCR 723-6-6716(b) (failure to provide records within 72 hours of a request by an enforcement official).

b. 18G-0018TNC (CPAN 120466). Staff issued CPAN 120466 on January 2, 2018 and served it on Rasier the same day. The CPAN sought civil penalties in the amount of \$103,750.00 (or \$51,875.00 if paid within 10 days). The CPAN alleges 37 violations of 4 CCR 723-6-6708(a) based on Rule 6712 (criminal history background). Staff requested counsel on January 18, 2018, and the Commission referred the case to an Administrative Law Judge on January 24, 2018. The CPAN was assigned docket number 18G-0018TNC. Proceeding 18G-0018TNC was consolidated with 17G-0783TNC by order of the Administrative Law Judge on February 9, 2018 in Interim Decision R18-0102-I with 17G-0783TNC becoming the lead case.

- c. 18G-0233TNC (CPAN 120617). Staff issued CPAN 120617 on April 17, 2018 and served on Rasier the same day. The CPAN sought civil penalties in the amount of \$23,000.00 (or \$11,500.00 if paid within 10 days). The CPAN alleges eight violations of 4 CCR 723-6-6708(a) based on Rule 6712 (criminal history background). Staff requested counsel on May 3, 2018, and the Commission referred the case to an Administrative Law Judge on May 9, 2018. The CPAN was assigned docket number 18G-0233TNC.
- d. 18G-0234TNC (CPAN 120999). Staff issued CPAN 120999 on April 17, 2018 and served it on Rasier the same day. The CPAN sought civil penalties in the amount of \$303,750.00 (\$151,875.00 if paid within 10 days). The CPAN alleges 117 violations of 4 CCR 723-6-6708(a) based on Rule 6712 (criminal history background). Staff requested counsel on May 2, 2018, and the Commission referred the case to an Administrative Law Judge on May 9, 2018. The CPAN was assigned docket number 18G-0234TNC. Proceeding number 18G-0234TNC was consolidated with 18G-0233TNC and another matter in Interim Decision R18-0362-I on

- May 18, 2018. Proceeding 18G-0233TNC became the lead case in an Interim Decision R18-0392-I on May 29, 2018.
- e. 18G-0249TNC (CPAN 120614). Staff issued CPAN 120614 on April 23, 2018 and served it on Rasier the same day. The CPAN sought civil penalties in the amount of \$715,500.00 (\$357,650.00 if paid within 10 days). The CPAN alleges 249 violations of 4 CCR 723-6-6708(a) based on Rule 6713 (medical fitness certification). Staff requested counsel on May 8, 2018, and the Commission referred this case to an Administrative Law Judge on May 16, 2018. The CPAN was assigned docket number 18G-0249TNC.
- f. The Parties filed a joint stipulated motion on September 14, 2018 and requested that Proceedings 18G-0233TNC and 18G-0249TNC be consolidated into 17G-0783TNC and that it be designated as the lead case for the purpose of the settlement.
- 3. The Parties agree to settle the claims in the above-named proceedings to eliminate future litigation costs and to avoid the uncertainties which could result at the hearing. The Settlement Agreement proposed by the Parties promotes judicial efficiency and serves to further the public interest and to protect the public as a whole.

SETTLEMENT AGREEMENT

4. In consideration of the following promises and agreement set out below in the Settlement Agreement and for other good and valuable

Appendix A
Decision No. R19-0069
Proceeding No. 17G-0783TNC ET AL
Page 9 of 25

Attachment A

consideration, the sufficiency and adequacy of which are acknowledged herein, the Parties represent to the Commission that they agree to the following terms and conditions:

- a. Performance by Rasier.
 - (i) Driver and Motor Vehicle Background Checks. Rasier agrees that it has started, will continue, and will complete the implementation of the safety screening and other features described with greater specificity in **Exhibit 1** to this Settlement Agreement. The Parties incorporate the representations in this document into this Settlement Agreement as if fully set forth herein. Specifically, Rasier represents that it is currently using the background screening process, background evaluation process, and additional safety features described in Section I of Exhibit 1 in the State of Colorado. Rasier further agrees that it will implement and continue to use, in perpetuity, unless the parties mutually agree otherwise, the new safety and background check improvements described in Section II of **Exhibit 1** in the State of Colorado. Rasier estimates that the total cost of the implementation of the improvements in Section II will be approximately \$2,400,000.00 annually. Rasier agrees to implement the measures in Section II of

Exhibit 1 by October 1, 2018, with the following exceptions:

- (aa) Additional Data Source to Driver-Partner Screening Process - Colorado data source data check: statewide implementation by April 1, 2019.
- (bb) 911 push information within the City and County of Denver by October 1, 2018, and Rasier actively will work with third parties to modernize the technology at 911 statewide.
- (ii) Safety Tools. Rasier agrees that it will make its best efforts to implement the safety tools identified in Section III of Exhibit 1 in the State of Colorado when possible.
- (iii) Medical Card Certification. Rasier agrees that going forward, it will add a supplemental quality assurance process to be performed by a local Colorado team and additional validation for compliance with the Colorado medical certification regulations.
- (iv) Audit by Staff. After Rasier has added the Colorado-specific criminal history source set forth in above subparagraph (4)(a)(i)(bb) to its driver-partner screening process, Rasier agrees to participate in good faith with Staff in an audit process of the new driver-partner screening process. For purposes of this paragraph, Rasier will be deemed to have

participated in good faith if it provides to Staff the driverpartner screening process results for a sample of 125 drivers
selected by Staff from among those driver-partners who have
been subjected to the driver-partner screening process that
includes the new Colorado-specific criminal history source,
and participates in discussions with Staff to identify and
address any alleged errors that Staff identifies in those
driver-partner screening process results.

b. Performance by Staff

- (i) Staff agrees that in consideration of the promises and representations made by Rasier in Paragraph 4(a) of this settlement agreement, it will waive all civil penalties it has alleged in the above-referenced CPANs and identified with specificity in Paragraph 2 of this Settlement Agreement.
- (ii) Staff agrees that it will dismiss, without prejudice, the consolidated action involving the above-referenced CPANs upon the final approval of this Settlement Agreement.
- (iii) Staff agrees that once Rasier has provided written confirmation to Staff of compliance with all of the terms specified in Paragraph 5 below, it will provide written confirmation to Rasier from the Director of the Public Utilities Commission, or his designee, that as of the date of

the writing, and based on its understanding of the facts and the representations from Rasier, that Rasier is in compliance with the terms of Paragraph 5. After such letter has issued on April 15, 2019, or within two weeks after Rasier has issued the letter to Staff as required by Paragraph 6(b), Staff will agree that it will not re-file, reopen the proceedings, or otherwise seek to prosecute, the CPANs identified in Paragraph 2 of this Settlement Agreement.

- 5. Staff will provide written confirmation set forth in Paragraph 4(b)(iii) above within two weeks of receiving written confirmation from Rasier that it is in substantial compliance with each of the following obligations as of the date set forth below:
 - a. By October 1, 2018, Rasier is conducting criminal background checks on driver-partners active on the Uber application on an annual basis, rather than every five years as required by Colorado statute;
 - b. By October 1, 2018, Rasier has enrolled all active Colorado driverpartners in the Continuous Check system that is designed to provide Rasier with notifications of new criminal charges for any driver-partner;
 - c. By October 1, 2018, Rasier has partnered with RapidSOS to allow rider location information to be shared automatically with a 911

- dispatcher when using the in-application "911 Assistance" button within the City and County of Denver;
- d. By October 1, 2018, Rasier has made a new emergency button available to riders statewide that will connect riders directly with 911 when riders press the button, and it will show any rider the real-time location of the car so that the rider can read it to the 911 dispatcher;
- e. By October 1, 2018, Rasier has implemented a new quality assurance measure to be performed by a local Colorado team specifically to meet the requirements in Colorado's medical certificate statute and regulations;
- f. By April 1, 2019, Rasier has added an additional Colorado-specific criminal history source to vendor Checkr's driver-partner screening process. The PUC acknowledges that this implementation necessarily depends on third-party vendors and sources, and that developing a new technical integration may come with unforeseen complications, despite Rasier's good faith effort to meet the deadlines. In the event of such a delay, Rasier agrees to communicate with Staff prior to April 1, 2019, and the parties will agree to an updated timeline for compliance with this obligation. Should the parties agree to a new timeline, then the PUC's obligation to provide written notice of compliance pursuant

to Paragraph 4(b)(iii) will be extended until Rasier can confirm in writing that it is in substantial compliance with the obligation in this subparagraph (5)(f), and during that intervening time, Staff will refrain from taking any steps to reopen the proceedings, or otherwise seeking to prosecute, the CPANs identified in Paragraph 2 of this Settlement Agreement.

- 6. Deadlines to provide interim and final written confirmation.
 - a. By no later than October 15, 2018, Rasier will provide Staff with written confirmation that Rasier is complying with the specified deadline identified in paragraphs 5(a)-(e), which will establish that these obligations are satisfied, unless Staff disputes the confirmation within two weeks of receipt of Rasier's written confirmation;
 - b. By no later than April 1, 2019 (or at such time as mutually agreed in paragraph 5(f)), Rasier will provide Staff with written confirmation that Rasier is complying with paragraph (5)(f).
 - c. By no later than two weeks after receiving the confirmation set forth in Paragraph 6(b), Staff will provide written confirmation to Rasier pursuant to Paragraph 4(b)(iii).
- 7. The Parties believe that the Settlement Agreement serves the public interest, is just and reasonable, and should be approved. The Parties have resolved the allegations in the CPANs by focusing on the following

enhancements to driver-partner and passenger safety:

- a. The measures agreed to in subparagraphs 5(a), (b) and (f) will bolster the criminal background check by performing the check annually instead of every five years, including Continuous Check notifications of new criminal charges for any driver-partner, and adding a Colorado-specific criminal history source to vendor Checkr's driver-partner screening process.
- b. Passengers traveling in the City and County of Denver will be able to use an app to allow their rider location information to be shared automatically with a 911 dispatcher, pursuant to subparagraph 5(c); and passengers throughout Colorado will be able to use an emergency button to connect directly with 911, and see their real-time location, pursuant to subparagraph 5(d).

 These 911-related safety measures will help ensure passenger safety in the event of an emergency.
- c. Rasier has also agreed to enhance its Colorado medical certificate check process by instituting a new quality assurance measure to be performed by a local Colorado team, pursuant to subparagraph 5(e).

These measures are agreed to and paid for by Rasier to attempt to provide an even greater level of safety and protection than that required by Colorado statute, and address Staff's concerns regarding the allegations made in the

Appendix A
Decision No. R19-0069
Proceeding No. 17G-0783TNC ET AL
Page 16 of 25

Attachment A

CPANs. The Parties agree that the resources that Rasier is committing to these measures -- which, over the next two years, is estimated to be greater than the total penalty amount of the CPANs -- are better spent on safety measures going forward than on litigation or to the state general fund. The Parties believe the terms of the Settlement Agreement provide the best approach to maximizing public and driver-partner safety in Colorado, and should be approved as just, reasonable, and in the public interest.

- 8. The Parties agree to support this Settlement Agreement as being in the public interest in proceedings before the Commission and to advocate in good faith that the Commission approve this Settlement Agreement in its entirety.
- 9. This Settlement Agreement does not constitute an admission of liability by Rasier, and it denies any liability for the violations alleged in the CPANs.
- 10. Except as expressly provided in this Settlement Agreement, the Commission's decision that will approve this Settlement Agreement shall not have any binding precedential effect on either party in any other proceeding it may have before the Commission or on any other present or future proceeding before the Commission. *Colorado Ute Elect. Ass'n., Inc. v. PUC*, 602 P.2d 861, 865 (Colo. 1979).
- 11. This Settlement Agreement shall constitute the entire understanding and agreement between the parties, shall be considered and construed in its entirety, not by its component parts, and shall supersede any

Appendix A
Decision No. R19-0069
Proceeding No. 17G-0783TNC ET AL
Page 17 of 25

Attachment A

prior negotiations, representations, or agreements. Any settlement discussions that led to the negotiation, production, and execution of this Settlement Agreement are subject to the protections of Colorado Rule of Evidence 408.

- 12. Each party shall pay its own attorney fees and costs.
- 13. Each party represents and warrants that the individuals who sign this Settlement Agreement have been duly authorized to enter into and to sign it and that he or she does so with the knowledge and express approval and authorization of the Party on whose behalf this person executes this Settlement Agreement.
- 14. Each Party represents that it has had the opportunity to consult with counsel prior to the execution of this Settlement Agreement, has done so, and that the Party understands the terms and obligations of the Settlement Agreement.
- 15. This Settlement Agreement may not be modified or changed, except in writing signed by an authorized representative of each party.
- 16. This Settlement Agreement filed is in the public interest for the reasons expressed above.
- 17. For the reasons expressed in this agreement, neither the Parties nor the public interest will be prejudiced by a waiver to response time, and such a waiver is appropriate here.
- 18. This Settlement Agreement may be executed in two or more identical counterparts, all of which constitute the same Settlement Agreement.

Appendix A
Decision No. R19-0069
Proceeding No. 17G-0783TNC ET AL
Page 18 of 25

Attachment A

Facsimile or other electronically reproduced or transmitted signatures on this

Settlement Agreement are deemed to have the same force and effect as original signatures.

[REMAINDER OF THIS PAGE LEFT INTENTIONLLY BLANK]

Dated this 21st day of September, 2018.

Colorado Public Utilities Commission

Anthony Cummings, Friminal Investigator III, Colorado Public Utilities Commission

Rasier, LLC

Francois Chadwick, Manager

for

Rasier, LLC

Rasier, LLC Representative

Approved as to Form:

CYNTHIA H. COFFMAN Attorney General

HEATHER W. WHITMAN, Reg. No. 31909* Assistant Attorney General AARON NEPTUNE, Reg. No. 45162 Assistant Attorney General

Colorado Department of Law Revenue and Utilities Section 1300 Broadway, 8th Floor Denver, Colorado 80203 Phone: (720) 508-6000 Appendix A
Decision No. R19-0069
Proceeding No. 17G-0783TNC ET AL
Page 20 of 25

Attachment A

Email: <u>Heather.Whitman@coag.gov</u>
<u>Aaron.Neptune@coag.gov</u>
*Counsel of Record

Counsel for Staff of the Public Utilities Commission

DOUGLAS R. COLE (OH Bar # 0070665)

 $Pro\ Hac\ Vice$

Organ Cole LLP 1330 Dublin Road

Columbus, OH 43215

Telephone: 614.481.0902 Email:

drcole@organcole.com_

Gregory E. Sopkin, Reg. No. 20997
Raymond L. Gifford, Reg. No. 21853 Philip J.
Roselli, Reg. No. 20963
Wilkinson Barker Knauer LLP
1755 Blake Street, Suite 470
Denver, Colorado 80202
Telephone: (303) 626-2350 Email:
gsopkin@wbklaw.com
rgifford@wbklaw.com proselli@wkblaw.com

Counsel for Rasier, LLC

I. The State of Rasier's Safety Screening and Features

A. How the Screening Process Works

Rasier, LLC, a subsidiary of Uber Technologies, Inc., ("Rasier") requires that all transportation network company ("TNC") driver-partners go through a background check process. Rasier's background check is performed by a third-party background check provider, Checkr, that is accredited by the National Association of Professional Background Screeners. The background check process consists of several steps:

- First, prospective driver-partners must provide detailed information, including their full name, date of birth, Social Security number, and a copy of their driver's license.
- Second, once this information is received and reviewed, the individual's motor vehicle report (driving history) records are retrieved and evaluated.
- Third, if the individual's driving history meets the initial safety standards, a criminal
 history check is initiated. The criminal check includes a series of national, state, and
 local databases including the US Department of Justice National Sex Offender Public
 Website, federal court records, and dozens of national and international watchlists used to
 flag suspected terrorists.
- Fourth, upon identifying a potential criminal record, Checkr sends an individual to review the record in-person at the relevant courthouse or, if possible, pulls the record electronically.
- Finally, confirmed records that are reportable under applicable laws, such as the Fair Credit Reporting Act, are included in a background check report provided to Rasier. The reports that Rasier receives may include criminal records from throughout a person's adult life, unless a state or local law mandates otherwise.

B. How Background Checks are Evaluated

The evaluation of background checks varies from jurisdiction to jurisdiction and is based on criteria specified in local laws governing TNCs and their driver-partners, as well as criteria set forth in Rasier's internal safety standards. In Colorado, the following safety standards apply to the driver-partner screening process:

Attachment A September 5, 2018

Driving History

- Colorado regulations for TNCs and internal safety standards mandate that specific driving offenses disqualify persons from acting as TNC driver-partners.
- Specifically, in Colorado regulations, major driving violations (such as hit and run and reckless driving) or a recent history of minor driving violations (such as speeding) may result in disqualification. *See* C.R.S. § 40-10.1-605(4)(b).

Criminal History

- Colorado TNC regulations mandate that specific criminal offenses disqualify persons from acting as a TNC driver-partner. This includes that "[i]f the criminal history record check reveals that the person has ever been convicted of or pled guilty or nolo contendere to any of the following felony offenses, the person shall not serve as a driver-partner: (A) An offense involving fraud, as described in article 5 of title 18, C.R.S.; (B) An offense involving unlawful sexual behavior, as defined in section 16-22-102(9), C.R.S.; (C) An offense against property, as described in article 4 of title 18, C.R.S.; or (D) A crime of violence, as described in section 18-1.3-406, C.R.S." See C.R.S. § 40-10.1-605(3)(c). The regulations also state that "[a] person who has, within the immediately preceding five years, been convicted of or pled guilty or nolo contendere to a felony shall not serve as a driver-partner." See C.R.S. § 40-10.1-605(3)(c). Under Colorado law, if an individual successfully completes the stipulations in a deferred judgment disposition, which results in the withdrawal of any guilty plea or conviction, the charge is not a disqualifying offense for a TNC driver-partner.
- In addition to Colorado's regulatory disqualification criteria, Rasier maintains a set of
 internal safety standards used to evaluate criminal record information in background
 checks. Depending on the time that has elapsed since the conviction, additional
 convictions for felonies and a number of other types of criminal records may be
 disqualifying. Pending charges for those categories of crimes are also disqualifying,
 unless and until such charges are resolved in a driver-partner or potential driver-partner's
 favor.

C. Additional Safety Features

Beyond the driver-partner screening process, Rasier's technology also enables Rasier to focus on rider safety before, during, and after every trip.

Before getting in the car

- Order a Ride From Anywhere. Riders can request a ride using the Uber app from anywhere and wait safely inside for their car to arrive. That means no standing on the street to hail a cab or struggling to find the nearest bus stop late at night.
- Transparent Information. When a driver-partner accepts a rider request, the rider sees his or her first name, rating, photo, car make and model, and license plate number. In addition, the driver-partner can see the rider's first name and rating. Both parties should confirm details (name, license plate) before starting the ride. If there is any confusion around pick-up details, the rider can contact the driver-partner—and vice versa—through the app without sharing their personal information.

During the ride

- Always on the Map. Every trip is tracked using GPS. Riders can see their routes on the map in the app, so they know where they are on their journey and if they are headed in the right direction.
- Share Trip Details. Riders can easily share trip details, including the specific route, real-time location, driver-partner information and estimated time of arrival with friends or family for extra peace of mind. Riders can also designate up to five friends as "Trusted Contacts," and select when they would like to be reminded to share trip details with them, such as on late night trips.
- Trips are Insured in Case of a Covered Accident. Rasier maintains automobile liability and uninsured/underinsured motorist insurance for every trip. This includes protections for riders, driver-partners, and others, such as additional riders, pedestrians, and other people on the road.

After the ride

- Feedback and Ratings After Every Trip. After every ride, riders and driver-partners are asked to rate each other and provide feedback. Rasier's customer support team has processes in place to review this information and investigate any safety related complaints.
- **24/7 Support.** Rasier customer support team is ready to respond to any inquiries 24 hours a day, seven days a week.
- **Incident Response.** Rasier has a dedicated Incident Response Team to respond to any urgent safety issues. Rasier also has team of former law enforcement professionals who

are on call to work with police to respond to urgent matters and walk them through how Rasier can assist in an investigation.

Behind the scenes

- Real-Time ID Check. At random intervals, this feature prompts driver-partners to immediately take and share a selfie with Rasier to help ensure the person using the app is the person that went through Rasier's screening process and has an Uber app account. This helps to prevent fraud and protects driver-partners' accounts from being compromised. It also helps protect riders by building another layer of accountability into the app to verify the right person is behind the wheel.
- Contact Without Personal Information. While riders and driver-partners are able to contact each other through the app, they won't actually see each other's real phone numbers. Rasier uses technology that makes the phone numbers of riders and driver-partners anonymous so they do not have one another's phone numbers going forward.

II. New Safety and Background Check Improvements

- Safety Center. Riders have a dedicated place in the app to learn about key safety information, including safety tips developed in partnership with law enforcement, driver-partner screening processes, insurance protections and community guidelines.
- 911 Button. Rasier has also partnered with RapidSOS to allow riders' location information to be automatically shared with the 911 dispatcher when using the in-app "911 Assistance" button. Rasier chose to launch this innovative product in Denver, and is working with groups to modernize technology at 911 centers to roll out to more users nationwide. For jurisdictions that do not yet have automatic sharing functionality, the Uber app includes a new emergency button that will connect riders directly with 911 when riders press it. Importantly, this feature will also show riders their real-time location in the app—both on a map and as an address—so riders can read it for the 911 dispatcher. This feature is now available to all rider and driver-partners in Colorado.
- Annual Reruns. In the past, Rasier conducted background check reruns in jurisdictions based on the frequency specified in the local laws. Rasier now proactively reruns criminal and motor vehicle checks annually, regardless of whether there is a legal obligation to do so. For Colorado, this means Rasier is re-running driving and criminal record checks annually, even though Colorado law only requires criminal checks every five years.

- New Offense Notifications. Rasier goes beyond annual reruns and was among the first TNCs to invest in technology that rapidly identifies new offenses. For Colorado, Rasier has partnered with its background check provider, Checkr, and Appriss, which provides safety data, to roll out ongoing background checks for its driver-partners even though Colorado law only requires criminal checks every five years. Through this partnership, called Continuous Check, Rasier is notified when a driver-partner is newly charged with a criminal offense identified by Appriss and Checkr. From there, Rasier determines whether to suspend a driver-partner from its service.
- Additional Data Source to Driver-Partner Screening Process. In Colorado, Rasier is adding an additional Colorado-specific criminal history source to Checkr's driver-partner screening process. <u>Although Colorado law does not require the use of this data source</u>, <u>Rasier recognized that adding it could help provide additional validation for Checkr's background check process in Colorado</u>.

III. Safety Tools Coming Soon

- Ride Check. A new feature that helps make sure riders and driver-partners are safe in the event of a possible crash. If Rasier's data shows that an unexpected stop is flagged or a possible crash is detected, Raiser can initiate a "Ride Check" by reaching out to both the rider and the driver-partner to offer assistance -- checking to see if everyone is safe and providing them access to relevant safety tools, like the in-app emergency button, so that they can quickly summon any help they need.
- **Driver Emergency Button.** Similar to the 911 button for riders, an emergency button for driver-partners and a safety toolkit will be available in the driver-partner app. Starting September 5, the feature will be available everywhere in the U.S., including in Colorado.
- Hands-Free Pickups. Rasier is starting to test voice-activated commands in the driver-partner app. This feature offers driver-partners a hands-free way to interact with the Uber app, allowing them to accept trips and communicate with riders and customers through the app using just their voice.
- Address Anonymization. Driver-partners will no longer see the rider's exact pick-up or drop-off address in their trip records. After the trip ends, the driver-partner app will only show the general area where a trip started and ended.