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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

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| NATIONAL FEDERATION OF THE BLIND, NATIONAL FEDERATION OF THE BLIND OF CALIFORNIA, MICHAEL KELLY, MICHAEL HINGSON, and MICHAEL PEDERSEN,  Plaintiffs,  v.  UBER TECHNOLOGIES, INC.,  Defendant. |  | Case No. 3:14-cv-04086-NC  **SETTLEMENT AGREEMENT AND RELEASE** |

**This SETTLEMENT AGREEMENT AND RELEASE** (“**Agreement**” or “**Settlement**”) is entered into by and between Uber Technologies, Inc. and its subsidiary and affiliate entities nationwide (collectively “Uber”) on the one hand, and the National Federation of the Blind (“NFB National”), the National Federation of the Blind of California (the “NFBC”), and Michael Hingson, Michael Kelly, and Michael Pedersen, on the other hand (“Plaintiffs”). Pursuant to Section 13.B below, the parties consent to the National Federation of the Blind national organization (hereafter “NFB National”) joining this action and this settlement as an additional Plaintiff. NFB National and NFBC will collectively be referred to as NFB. Uber, the original Plaintiffs, and NFB are all hereafter referred to jointly as the “**Parties**.”

RECITALS

WHEREAS, Plaintiffs filed a lawsuit against Uber with the U.S. District Court for the Northern District of California, case no. 3:14-cv-4086-NC (“**Complaint**”) on September 9, 2014 to challenge alleged discrimination in the provision of the uberX service against Plaintiffs and other individuals who use guide dogs;

WHEREAS, the Plaintiffs’ Complaint alleged that Uber violated the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12181, *et seq.*, the California Unruh Civil Rights Act, Cal. Civ. Code §§ 51 & 52, and the California Disabled Persons Act, Cal. Civ. Code §§ 54-54.3;

WHEREAS, Uber disputes Plaintiffs’ allegations and denies it has violated any laws;

WHEREAS, after considering the expense and uncertainty associated with litigation, the Parties desire to fully, fairly, and finally settle all claims Plaintiffs have or may have against Uber for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and that desire manifests itself by concluding all pending and/or threatened litigation between the Parties related to the Complaint and/or the allegations in the Complaint;

WHEREAS, the Parties now desire to resolve their differences and disputes between them related to the Complaint and/or the allegations in the Complaint in consideration of the following terms set forth in this Agreement; and

WHEREAS, the mutual goal of this agreement is to, with the cooperation of both Parties, enhance Uber’s policies, practices, and procedures to ensure that, to the maximum extent feasible, Plaintiffs and other blind and visually disabled individuals with service animals receive full and equal access to Uber’s services;

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

The following terms shall have the following meanings with respect to this Agreement. All other terms shall be interpreted according to their plain and ordinary meaning.

“**Accessible**” refers to digital content that meets the success criteria of the Web Content Accessibility Guidelines (WCAG) 2.0, Level AA including the WAI-ARIA, and/or the BBC Mobile Accessibility Standards and Guidelines currently available at <http://www.bbc.co.uk/guidelines/futuremedia/accessibility/mobile_access.shtml>.

“**Access Complaint Team**” refers to the team created by Uber to address complaints alleging Driver discrimination against Riders with Service Animals and other disability access issues.

“**Agreement Term**” refers to the time from the Effective Date through the end of three (3) years and six (6) months from the Effective Date or, if extended pursuant to Section 7, through the end of five (5) years from the Effective Date (hereafter the “Extended Agreement Term”).

“**Driver**” and “**Drivers**” refers to any driver registered to use the Driver App to arrange for the transportation of rider-users of Uber’s service in the United States.

“**Driver App**” refers to the technology platform interface that Uber provides to Drivers in the United States for them to connect with rider-users who request transportation services, including all versions of mobile software applications, websites or any future dynamic electronic interface that Uber might adopt during the Term of this Agreement.

“**Effective Date**” refers to the date on which all conditions precedent set forth in Section 2 of this Agreement are completed.

**“Final Approval”** means approval given in a written order to this Agreement by a United States District Court Judge or Magistrate of competent jurisdiction after notice to the Settlement Class and Hearing.

**“Guide Dog”** refers to a Service Animal that has been specially trained to complete tasks for a person with a disability of blindness or visual impairment.

“**Licensing Agreement**” refers to the agreement Drivers must affirmatively accept before they are able to receive transportation requests from Riders using Uber’s Driver App and the various versions of this document as it is amended through the Term of the Parties’ Agreement. This document is titled in various Uber documents as, *inter alia*, the “Software Sublicense & Online Services Agreement” or “Software License and Online Services Agreement” or “Technology Services Agreement.”

“**Monitor**” refers to the person described in Section 8 of this Agreement.

“**Plaintiffs’ Counsel**” refers to the law firms of Disability Rights Advocates, Rosen Bien Galvan & Grunfeld, and TRE Legal Practice.

**“Preliminary Approval”** means the initial approval by the Court of the terms of this Agreement, which will occur before any notice being provided in accordance with this Agreement.

“**Riders**” refers to all individuals who travel with a Service Animal in the United States while requesting or using transportation services by Drivers.

“**Rider App**” refers to the technology platform interface that Uber provides to all rider-users in the United States to offer them access to transportation services, including all versions of mobile software applications, websites or any future dynamic electronic interface that Uber might adopt during the Term of this Agreement.

“**Service Animal**” refers to service animals as defined by the regulations and guidance of the U.S. Department of Justice’s interpretation, as amended from time to time, of the Americans with Disabilities Act, the U.S. Department of Transportation’s interpretation, as amended from time to time, of the Americans with Disabilities Act, and any state law that might define that term more broadly than the federal definition.

“**Service Animal Policy**” refers to the public, comprehensive document set forth in Addendum 4 to this Agreement which explains Uber’s national Service Animal policies and practices including the policies set forth in this Agreement, the rights of Riders with Service Animals to use Uber to arrange transportation, and the methods for Riders to report complaints that a Driver refused service because of a Rider’s Service Animal.

**“Settlement Class” or “Settlement Class Members”** means all blind or visually disabled individuals nationwide who travel with the assistance of Service Animals and who have used, attempted to use, or been deterred from attempting to use transportation arranged through the Uber Rider App.

“**Uber**” refers to Uber Technologies, Inc., its subsidiary and affiliate entities nationwide, and each of their directors, officers and employees.

1. Conditions Precedent of this Settlement Agreement Becoming Effective

This Settlement Agreement is conditioned upon, and will be effective only upon, the occurrence of all the following events specified below:

* 1. **Discovery And Trial Dates Vacated**: The Parties apply jointly for an Order vacating the current discovery and trial deadlines pending Preliminary and Final Approval of Class Settlement.
  2. **Joint Motion Approved:** The Parties move jointly for an Order Granting Approval to File Plaintiffs’ Second Amended Complaint, Preliminary Approval to Class Settlement, Certifying Settlement Class, Authorizing Distribution of Notice, and Setting Fairness Hearing, and the motion is granted by the Court. If the settlement does not receive preliminary or final approval the parties agree to then stipulate to the second amended complaint being withdrawn and the first amended complaint thereafter becoming the operative pleading.
  3. **Notice:** Notice is provided to the Settlement Class in accordance with Section 13.D of this Agreement.
  4. **Final Approval:** The Court grants Final Approval of Class Settlement, certifies the Settlement Class, enters judgment in accordance with the terms of this Settlement Agreement, and all opportunity for further review or appeals have expired or been exhausted. The judgment will resolve all issues raised in this proceeding for Plaintiffs, Plaintiffs’ Counsel, and the Settlement Class.

1. Denial of Liability

Uber has denied and continues to deny any liability to Plaintiffs or the Settlement Class. Uber has denied and continues to deny that it has violated any laws pertaining to access for persons with disabilities with respect to the services provided by transportation providers using the Uber App. Neither this Agreement nor any actions taken by Uber in satisfaction of this Agreement constitute, or may be construed as, an admission of any liability or wrongdoing, or recognition of the validity of any allegations of fact or law made by Plaintiffs in this action or in any other action or proceeding. This Agreement, any statements or negotiations made in connection with this Agreement, and any actions taken by Uber under this Agreement, may not be offered or be admissible in evidence or in any other fashion against Uber in any action or proceeding for any purpose, except in any action or proceeding brought to enforce the terms of this Agreement by or against Plaintiffs, the Settlement Class, or Uber, or by Uber in defense of any claims brought by Plaintiffs, Class Counsel, or the Settlement Class or any third party. Except as, and only to the extent necessary to the approval, implementation and enforcement of the terms of this Agreement, any class certification entered in this lawsuit under this Agreement or otherwise does not constitute, in this or in any other proceeding, an admission by Uber, or a finding or evidence, that Plaintiffs’ claims are appropriate for class or representative treatment or that any requirement for class certification or representative standing is otherwise satisfied in this lawsuit. Except as and only to the extent necessary to the approval, implementation and enforcement of the terms of this Agreement, Uber does not waive any otherwise applicable arbitration and class and representative action waiver provisions contained in any agreements with Plaintiffs and/or the Settlement Class, and this Agreement and the settlement of this action may not be used as evidence of and shall not constitute waiver in any other proceeding of any applicable arbitration and class and representative action waiver provisions. This Agreement and any settlement effectuated hereunder is not intended to constitute an admission by either party concerning Uber’s treatment of Drivers as independent contractors, and shall not be construed as evidence that the Drivers are anything other than independent contractors.

1. Enhanced Dissemination of Information to Drivers
   1. **New Drivers**
      1. Uber agrees that Drivers, before they are given access to the Driver App, must expressly acknowledge that they have read and understood Uber’s Service Animal Policy (as outlined in Section 5.A, below), which document shall state that Drivers have a legal obligation to provide service to Riders with Service Animals anywhere in the United States with no exceptions, including but not limited to for reasons related to allergies or religious objections.
      2. Uber agrees to add an interactive pop-up notification prompt in the Driver App that verifies all newly-registered Drivers, anywhere in the United States, are aware of Uber’s Service Animal Policy and are willing and able to transport Riders with Service Animals. The prompt will first appear in the Driver App for every new Driver within two weeks after the Driver accepts the Licensing Agreement. New Drivers will be blocked from using the Driver App until they complete the interactions required by the pop-up notification and confirm their agreement to transport Riders with Service Animals. The exact content of the prompt and description of the interactive nature of the pop-up notification is contained in Addendum 1 to this Agreement.
      3. Uber agrees to add the following statement, along with a link to the Service Animal Policy, on the “background” tab page of its Driver sign-up flow: “You understand that, in order to access the Uber app, you will be obligated to transport passengers with Service Animals in accordance with applicable federal, state and local law and Uber’s Service Animal Policy [insert link].”
      4. Uber will amend the practices applicable to Drivers as described in this section 4.A above within 30 days of the Effective Date.
   2. **Active Drivers**
      1. Within 30 days after the Effective Date, Uber will push the interactive pop-up notification prompt referred to in section 4.A.2 above and described in Addendum 1 to all valid, registered Driver App accounts regardless of app version or mobile device platform. No Driver will be able to access the Driver App until the Driver completes the interactions prompted by the pop-up notification and agrees to transport Riders with Service Animals.
      2. During the Agreement Term, Uber will send quarterly email reminders to all Drivers with active accounts reminding Drivers of their obligation to accept Riders with Service Animals. The emails shall contain photographs of blind individuals with guide dogs to remind Drivers of how to readily identify Service Animals.
      3. Uber agrees to and has added detailed language to its Driver Licensing Agreement that expressly explains that Drivers have an obligation to transport Riders with Service Animals under the Americans with Disabilities Act with no exception for allergies or religious objections. The Licensing Agreement also expressly states that any Drivers who refuse to transport Riders with Service Animals in violation of this obligation consent to the permanent restriction of their Driver App account and the permanent termination of their contractual relationship with Uber if, based on the evidence, it is reasonable for Uber to conclude the Driver knowingly refused service to a Rider with a Service Animal, or if Uber receives plausible reports from Riders of more than one cancellation or refusal by such Driver alleged to be on the basis of the presence of a Rider’s Service Animal.
      4. Uber agrees that, consistent with its current cleaning fee policy, Riders will only be charged, if at all, upon a third instance of a reported mess involving a Rider’s Service Animal’s bodily fluids. If a Rider contests that a Service Animal created such a mess, Uber shall undertake a reasonable good faith effort to determine whether such a mess actually occurred. Riders will not be charged for any instance of reported shedding of dog hair. These policies regarding cleaning fees shall be disseminated to all customer support staff and shall be incorporated into the Service Animal Policy.
      5. Uber agrees to provide Plaintiffs’ Counsel drafts of the quarterly emails and amended Driver Licensing Agreement at least 15 days before issuance, and shall consider any comments or proposed revisions from Plaintiffs’ Counsel on these draft documents in good faith. Uber will send Plaintiffs’ Counsel a copy of the finalized quarterly emails and amended Driver Licensing Agreement within 10 days after issuance.
      6. Uber agrees to implement the changes described in this Section 4.B within 30 days of the Effective Date unless this timeline is otherwise prohibited by an applicable court order.
2. Changes to Licensing Agreement Language and Enforcement Practices Related To Nondiscrimination
   1. **Driver Contract Termination**
      1. In conjunction with the issuance of an updated Licensing Agreement, Uber agrees to implement an enforcement practice pursuant to which Uber shall have the right to, and shall, permanently terminate its contractual relationship with a Driver and the Driver’s access to the Driver App if Uber discovers that a Driver knowingly refused to transport a Rider with a Service Animal because of that Service Animal anywhere in the United States. All such instances shall be specifically identified as a material breach of the Licensing Agreement by the Driver. Plaintiffs acknowledge that, pursuant to the Licensing Agreement, a Driver may have the opportunity to have any contract termination reviewed by a neutral arbitrator, and that Uber may be bound by any decision of that arbitrator. Should any Driver seek to challenge the termination by an arbitration petition, Uber will notify Plaintiffs’ Counsel of such, provide Plaintiffs’ Counsel with copies of the material submitted to the arbitrator, provide Plaintiffs’ Counsel with an opportunity to provide a submission to such arbitrator, and inform Plaintiffs’ Counsel of the outcome. Uber shall not be responsible for paying Plaintiffs’ Counsel’s fees for time spent reviewing materials submitted to an arbitrator or preparing Plaintiffs’ Counsel’s submission to an arbitrator pursuant to this paragraph in connection with any Driver contract termination arbitration proceedings.
      2. Uber will review whether the Driver knowingly refused service to a Rider with a Service Animal because of that Service Animal for every report that Uber receives from Riders of such denial.
      3. Uber agrees to produce an internal guidance document for customer support staff and train such staff on how to reliably identify situations where a Driver has knowingly refused to transport a Rider with a Service Animal because of that Service Animal in violation of the Licensing Agreement. This document will contain a non-exhaustive list of the most common situations in which a contract termination should occur. A copy of this internal document is attached to this Agreement as Addendum 2.
      4. The revised Licensing Agreement also contains express language pursuant to which Uber shall have the right to, and shall, permanently terminate its contractual relationship with a Driver and the Driver’s access to the Driver App if Uber receives plausible complaints from Riders on more than one occasion that a particular Driver refused to transport a Rider with a Service Animal because of that Service Animal anywhere in the United States, without regard to the intent or knowledge of the Driver. Uber will rigorously enforce this contractual provision.
   2. **Complaint Processing Procedures**
      1. Within 30 days after the Effective date, Uber will ensure that Riders can more easily report denials of rides through the Rider App. From the “Trip Details” screen reflecting the last trip completed or cancelled, the Rider will have the ability to open a Service Animal complaint submission screen in the Rider App by navigating through no more than two linked screens or display interactions. There shall be an Accessible control on the screen reflecting the trip cancellation entitled “Need Help?”, which will link to a screen with a prominently-located option labeled “I want to report a service animal issue.” This control shall open an Accessible form which permits the Rider to enter and submit a narrative description in an edit field and to report what occurred with the Driver. At all times, a Rider shall have the ability to navigate from the “Menu” screen to the Service Animal complaint submission screen by navigating through no more than three linked screens or display interactions. The button to reach the service animal complaint submission screen shall be labeled “I want to report a service animal issue” and will be prominently located. Once the Rider submits a complaint of Service Animal discrimination, the complaint will be forwarded to the internal Access Complaint Team at Uber that handles accessibility issues or escalated complaints from general customer support. The process for accessing the form and further details regarding the complaint submission form, are contained in Addendum 3 to this Agreement.
      2. Within 30 days after the Effective Date, Uber will add an Accessible link that may be accessed from the home page of its website labeled “I want to report a service animal issue.” that links to an Accessible complaint form. This link shall open an Accessible form which permits the Rider to submit a narrative description and quickly select a predetermined option to report what occurred with the Driver (*see* Addendum 3). Once submitted, the report will be automatically forwarded to the Access Complaint Team for investigation and response. There will be a link to Uber’s Service Animal Policy accessible from the home page as well. Uber agrees to maintain the Access Complaint Team for the duration of the Agreement Term. The process for accessing the form and further details regarding the complaint submission form, are contained in Addendum 3 to this Agreement.
      3. Within 30 days after the Effective Date, Uber will train all customer service and support staff on how to process and respond to reports that a Driver refused service to a Rider with a Service Animal in the United States. All such reports shall be forwarded to the Access Complaint Team for review and response. Uber will inform the Rider promptly after submission of a complaint that the complaint has been received and is being reviewed. If Uber has an email address associated with the Rider the response will be sent to this email address. Uber will endeavor in good faith to complete its review of each complaint within one week of the complaint submission and notify the Rider about the outcome, including the following: whether Uber has terminated its contractual relationship with the Driver at issue or, if not, whether Uber will terminate this contractual relationship with the Driver at issue if a second plausible Service Animal complaint is submitted concerning the Driver.
      4. Uber will reverse any trip cancellation charges or otherwise reimburse any charges imposed where the Rider submits a complaint that the Driver denied service due to the presence of a Service Animal.
      5. The two methods for reporting to Uber complaints concerning discrimination against Riders with Service Animals described in paragraphs 1 and 2 of this section and the policy on reversing improper trip cancellation charges described in paragraph 4 of this section above shall be included in the Service Animal Policy, and marketed to the disability community nationwide along with a guide no more than three pages long that details the steps to submit a complaint using the Rider App or Uber’s website and where to find Uber’s Service Animal Policy.
      6. Uber will provide a Rider an account credit of $25 for each instance in which a Driver’s contractual relationship is terminated as the result of a report that the Driver refused to transport the Rider anywhere in the United States because of a Service Animal.
      7. Uber will not automatically block future trip pairing between Riders and Drivers as a result of a Rider submitting a complaint to Uber about a Service Animal denial of service. However, Uber may block future trip pairing between a specific Driver and Rider if a Rider expressly requests that result.
3. Compliance Record-Keeping and Testing
   1. **Data collection**

Uber shall collect and retain a national database of account-specific data for Drivers and Riders that links all of the following categories of information and that can be queried by any of the data categories:

* Date and Driver account number for every trip cancellation for which Uber receives a report that the Driver refused service to a Rider with a Service Animal due to the presence of a Service Animal or otherwise relates to a complaint of discrimination by a Rider with a Service Animal
* Rider name and, if available, email address and account number for every Rider that reports a trip cancellation or refusal of service linked to a report of discrimination against a Rider with a Service Animal
* Rider name and, if available, email address and account number for every Rider that reports any form of unlawful discrimination against a Rider with a Service Animal, other than trip cancellation or refusal of service
* Date, location, and Driver account number, of every alleged incident that a Driver refused service to a Rider with a Service Animal because of that Service Animal or otherwise discriminated against a Rider with a Service Animal because of that Service Animal
* Date and location for every ride that results in Uber charging a Rider with a Service Animal a cleaning fee
* Date and account status change or indication for every entry made on a Driver’s account documenting a report of alleged Service Animal discrimination, and any action applied to the Driver’s account status as a result of that report
* Complaints that a Driver has unlawfully discriminated against a Rider with a Service Animal from any source
* For each Rider who reports a denial of service due to the presence of a Service Animal, the total number of reported denials based on a Service Animal, total number of documented reports of discrimination applied to Driver accounts because of a reported incident involving that Rider, total number of resulting Driver contract terminations resulting from incidents involving that Rider, and total number of trip cancellation charges refunded to the Rider
* Date and numerical rating that a Driver gives to a Rider for each trip request where a Rider with a Service Animal reports any form of discrimination due to the presence of a Service Animal
* Uber will also collect and report to Plaintiffs’ Counsel the following: the average rating of all Riders and the average rating of all Riders with Service Animals who report any form of complaints to Uber concerning Service Animals.
  1. **Data Reporting**
     1. Uber shall report the raw data in Section 6.A to Plaintiffs’ Counsel without disclosing the name or email address of the Driver or the Rider involved. Starting on the Effective Date, this reporting will occur quarterly for the first year of the Term, biannually for the second year of the Term and annually for the remainder of the Term. However, Uber shall resume reporting the data to Plaintiffs’ Counsel on a quarterly basis if any of the following occurs:
        1. The reported data shows more than a 7.5% increase in the number of reported instances where a Driver refused to transport a Rider with a Service Animal during the reporting period as compared with the prior period;
        2. In resolving a dispute pursuant to Section 10 of this Agreement, the magistrate judge concludes that Uber has not complied with a provision of this Agreement.
        3. The Parties agree or the Monitor determines that there has not been substantial compliance by Uber with the terms of the Agreement during the prior reporting period.
     2. With the exception of the Driver’s name, Uber shall verify all the other corresponding data described in Section 6.A as to any Rider Uber account with respect to which Plaintiffs’ Counsel provides Uber with (a) a documented complaint by the Rider of alleged discrimination; (b) the email address for the Rider’s account and; (c) proof that the Rider consented to disclosure of that data for the purposes of testing compliance with this Agreement. With regards to the Driver’s name, Uber shall assign a unique number identifier for each such Driver in the reporting so that Plaintiffs’ Counsel can determine if a particular Driver was involved in multiple instances of alleged discrimination and/or their contract was terminated. Items (a) - (c) above can be satisfied by either of the following:
        + 1. An email from the Rider confirming such a complaint was submitted and agreeing to disclosure of the data.
          2. A document signed by hand or electronically by the Rider confirming such a complaint was submitted and agreeing to disclosure of the data.
     3. Uber shall produce the data in an .xls file, .xlsx file, .csv file, or other common database format that can be read by Microsoft Excel while retaining column, row, heading and other organizational information. The format shall enable Plaintiffs’ Counsel to easily determine the sum total number of contracts terminated and total number of reports that a particular Driver refused to transport a Rider with a Service Animal or otherwise discriminated against a Rider with a Service Animal due to the presence of that Service Animal.
     4. Notwithstanding the above, the Monitor shall be permitted to review Driver names and account details necessary if there is reason to believe a Driver (a) has not had his/her contractual relationship terminated in accordance with the Driver’s Licensing Agreement and as described in this Agreement; or (b) has fraudulently resumed driving after having his/her contractual relationship with Uber terminated.
  2. **NFB Testing**

NFB National in coordination with NFBC shall administer a compliance testing program that uses blind individuals with guide dogs as testers to document trips using the uberX service in a sample of trip requests across the United States and California. NFB will have complete discretion in administering the testing program, including, but not limited to, the frequency and location of tests, and reporting of test results. Test results may not be shared publically and are subject to the terms of the Parties’ Stipulated Protective Order in this case. NFB’s testing program shall be consistent with Uber’s ordinary provision of service and testers shall not disclose testing to Drivers or influence their typical operations. In the event Uber believes the testing program is interfering with or undermining the Rider and Driver experience or Uber’s business relationship with Drivers, and the Parties cannot come to an agreement regarding changes thereto, the Parties agree to resolve the dispute through the Dispute Resolution provision in Section 10.

1. Term of the Agreement
   1. The term of this Agreement shall be three and one half (3.5) years from the Effective Date except as follows: if the Parties agree or the Monitor determines that there has not been substantial compliance by Uber with the terms of the Agreement for years two and/or three, the term shall extend to five years from the Effective Date (hereafter the “Extended Agreement Term”). Any disputes concerning substantial compliance shall be resolved through the dispute resolution process set forth in Section 10 of this Agreement.
2. Further Modifications to Information, Enforcement, and Monitoring
   1. The Parties recognize and agree that other relevant issues may arise during the term of this Agreement that were not anticipated when this Agreement was executed, and that data that Uber provides to Plaintiffs’ Counsel pursuant to Section 6 of this Agreement may show that the policies, practices, and procedures adopted by this Agreement have unintended consequences or are insufficient to comprehensively address discrimination because of Service Animals. The Parties have agreed that a third-party monitor (“Monitor”) will review and analyze the data that Uber reports pursuant to Section 6.B of this Agreement as well as any other information provided to the Monitor by the Parties. Beginning twelve months after the Effective Date, if the Monitor’s analysis of this data reveals that Uber’s practices, policies, and procedures are insufficient to address discrimination because of Service Animals, the Monitor shall propose to the Parties further modifications to Uber’s policies, practices, and procedures to improve access to transportation available through the Rider App. The Monitor will report to the Parties within two months after the end of each year during the Agreement Term whether Uber has substantially complied with its obligations under the Agreement during the prior year, except that in the fifth year under an Extended Agreement Term, the Monitor shall base the Monitor’s assessment on the first 9 months of the fifth year and submit the Monitor’s final report to the Parties 30 days prior to the expiration of the Extended Agreement Term. Uber will consider in good faith any requests by the Monitor for information or documents beyond those specified in Section 6 of this Agreement. Either party may use the Dispute Resolution procedure set forth in Section 10 of this Agreement to resolve disputes concerning the Monitor including, but not limited to, disputes concerning the Monitor’s reports, recommendations or requests for documents and information.
   2. The Parties agree that at any point after twelve months from the Effective Date of this Agreement, Plaintiffs may request, if there is good cause to believe there is need for further modifications to Uber’s policies and practices, that the Parties meet and confer to negotiate further modifications to Uber’s policies and practices, including the measures adopted in this Agreement, to more effectively address alleged Driver discrimination against Riders with Service Animals. Within thirty days of Plaintiffs’ request under this paragraph, unless extended by agreement of the Parties or for good cause, the Parties shall meet and confer to negotiate such further modifications, if any, to Uber’s policies, practices, and procedures, including the measures adopted by this Agreement, but in no event will the modifications lessen the benefits or protections for members of the settlement class.
   3. To the extent that the Parties reach agreement to further modify the policies, practices, and procedures set forth in this Agreement, the Parties agree that such agreement will be reduced to writing as a binding Memorandum of Understanding between the Parties. The Parties agree that, unless the written agreement expressly states otherwise, disputes under any Memoranda of Understanding adopted will be resolved using the Dispute Resolution process set forth in Section 10 of this Agreement.
   4. If the Parties are unable to reach agreement concerning additional measures within sixty days of first meeting and conferring, then the Parties shall resolve the dispute using the dispute resolution process set forth in Section 10 of this Agreement.
   5. **Selection and Compensation of Monitor**
      1. The Parties will attempt to jointly agree upon an individual to serve as the Monitor for the purposes of this part of the Agreement. If the Parties cannot agree on a Monitor within sixty days of the Effective Date, each side shall present three candidates to the Magistrate Judge who retains jurisdiction to resolve disputes. The Magistrate Judge shall then select the Monitor. If this individual becomes unavailable, the parties shall meet and confer within thirty days to try to reach agreement on a replacement Monitor, and the same process described above to select the initial Monitor will be used to select the replacement Monitor.
      2. Compensation of Monitor.
         1. Uber shall pay the reasonable fees and costs incurred by the Monitor during the 3.5 year term of the Agreement up to $50,000.  If the term of this agreement is extended pursuant to Section 7, then Defendants shall pay the Monitor’s reasonable fees and costs for the Extended Agreement Term up to $35,000.  If Plaintiffs contend that additional compensation beyond the $50,000, or beyond $35,000 for the fourth and fifth years if applicable, is needed to reasonably compensate the monitor, the Parties shall meet and confer to attempt to negotiate an increase to the cap.  If the Parties are unable to agree upon a modification to the cap, the parties shall resolve the dispute pursuant to the Dispute Resolution provision set forth in Section 10 herein.
         2. Invoices will be provided to all Parties for their review before payment.  There will be a yearly budget negotiated with the monitor.  If the Monitor exceeds the budget for fees or costs without prior approval, he or she may be removed and replaced.  If the Parties do not agree on removal, either party may refer the matter to dispute resolution to determine whether the Monitor should be retained or removed.
      3. All communications, including invoices, data, questions, information, documents, between the Monitor, Uber, Plaintiffs and counsel for the Parties, shall be copied to opposing counsel. No ex parte communications shall be permitted.
3. Scope of the Agreement
   1. The provisions of this Agreement shall apply to Uber’s policies, practices, and procedures with respect to Riders with Service Animals nationwide within the United States. The data that Uber periodically reports to Plaintiffs’ Counsel pursuant to Section 6 of this Agreement shall contain relevant information for Drivers and Riders with Service Animals nationwide within the United States.
   2. Plaintiffs expressly agree that the resolution described herein is fair and adequate, and that the policies and procedures set forth in this Agreement are intended to remedy any and all alleged violations of the ADA and related state and local laws by Defendants with respect to the claims alleged by Plaintiffs in this case.
4. Dispute Resolution
   1. All disputes concerning compliance with this Agreement, enforcement of Uber’s Service Animal Policy, modifications to Uber’s policies and procedures pursuant to Section 8 of this Agreement, and Uber’s procedures for responding to complaints concerning discrimination against Riders with Service Animals, shall be resolved through a three-step process as follows:

* **Step One:** Plaintiffs’ Counsel shall send a letter to counsel for Uber concerning any dispute, and counsel for the Parties shall meet and confer in a good faith effort to resolve any dispute.
* **Step Two:** In the event that the Parties are unable to resolve their dispute through such meet and confer negotiations within 21 days of receipt of the letter raising the dispute, the dispute shall be submitted to mediation at JAMS in San Francisco. JAMS shall assign Hon. Jamie Jacobs-May to mediate. If she is not available within 45 days of the request to JAMS by the Parties, JAMS will assign another mutually-agreed upon mediator or a randomly assigned mediator if the Parties cannot mutually agree. Uber shall pay the cost of the mediation. If Uber declines to pay such costs, the dispute shall skip directly to Step Three.
* **Step Three:** In the event that the Parties are unable to resolve a dispute through Step Two, they shall submit the dispute for binding resolution by the Federal District Court for the Northern District of California under the Court’s continuing jurisdiction over this case. The Parties agree that Magistrate Judge Cousins shall continue to have jurisdiction to fully resolve any such dispute. If Magistrate Judge Cousins becomes unavailable, the Parties agree to accept the jurisdiction of any other Magistrate Judge assigned by the Federal District Court for continuing jurisdiction purposes. Plaintiffs’ Counsel may claim and recover reasonable fees and costs in connection with proceedings under this Step Three if Plaintiffs prevail in such proceedings. Uber may recover its fees and costs in the event the Magistrate Judge finds Plaintiffs’ motion to be frivolous, unreasonable or groundless, or that Plaintiffs continued to litigate it after it clearly became so.

1. Monetary Payments
   1. **Compensation for NFB**

Uber will make three payments of $75,000 during the 3.5 year term of the Agreement, totaling $225,000, payable to NFB National. These payments are intended to support the testing program outlined elsewhere in this Agreement. Uber shall make the first payment of $75,000 within 30 days after the Effective Date, and Uber shall make the second and third payments of $75,000 annually thereafter. If this Agreement is extended pursuant to Section 7, then Uber shall make one additional payment of $75,000 to NFB within 30 days of the beginning of the Extended Agreement Term. Uber shall remit these payments to TRE Legal Practice, c/o NFB, and make arrangements for wire transfer to the IOLTA trust account for the TRE Legal Practice.

* 1. **Damages to Individual Plaintiffs**
     1. Within 30 days of the Effective Date, Uber shall pay $45,000 to the Disability Rights Advocates Client Trust Account to be apportioned among the individual plaintiffs as they agree among themselves.
     2. Uber shall mail this payment to Disability Rights Advocates, 2001 Center Street, Fourth Floor, Berkeley, CA 94704-1204.
     3. Uber will issue a form 1099-MISC for this payment to Disability Rights Advocates.
  2. **Attorneys’ Fees, Litigation Expenses, and Costs**

The parties agree that, if the Parties do not agree on an appropriate amount of reasonable attorneys’ fees, Plaintiffs may seek reasonable attorneys’ fees, litigation expenses and costs (hereafter collectively “Attorneys’ Fees”) and are entitled to apply to the Court for reasonable Attorneys’ Fees under applicable law. Uber retains the right to dispute the amount of Attorneys’ Fees requested but agrees not to dispute the entitlement to reasonable Attorneys’ Fees incurred up through the Effective Date of this Agreement. The Parties agree that Magistrate Judge Cousins shall determine the amount of reasonable Attorneys’ Fees incurred by Plaintiffs’ Counsel for their work on this matter up through the Effective Date after briefing by the Parties. Judge Cousins shall also retain jurisdiction to resolve any disputes concerning Plaintiffs’ Attorneys’ Fees and to award such payments.

* + 1. Plaintiffs and Plaintiffs’ Counsel expressly reserve their rights to pursue claims for attorneys’ fees, costs and expenses for work performed after the time the Settlement Agreement is signed by all Parties, including for work spent on compliance monitoring, enforcement, and/or work spent securing their fees and collecting any and all fees, costs and expenses that are due to them. The Parties agree that all issues pertaining to any such attorneys’ fees, costs and expenses are unresolved and therefore are subject to the continuing jurisdiction of the Court.
    2. The Parties will use the following procedure to resolve Plaintiffs’ Counsel’s requests for attorneys’ fees, costs and expenses to monitor Uber’s compliance with this Agreement. Beginning twelve (12) months after the Effective Date, Plaintiffs’ Counsel will annually submit a request for reasonable attorneys’ fees, costs and expenses to Uber for the preceding year of work. Uber will have 45 days to contest or pay the requested amount of attorneys’ fees, costs and expenses. Uber may contest the amount of attorneys’ fees, costs and expenses. If Uber contests the amount of attorneys’ fees, costs or expenses, the Parties have 60 days to negotiate those amounts. If disagreements as to such fees, costs and expenses cannot be informally resolved, they will be submitted to the Magistrate Judge who retains jurisdiction over this Agreement by appropriate motion. The Parties agree that the Court shall retain jurisdiction beyond the three and one half-year Term or five year Extended Agreement Term as necessary to resolve and award fees, costs and expenses for monitoring for the final year of the Agreement Term.

1. The Parties agree that the judgment entered by the Court after the Effective Date of this Agreement shall include the following language: “The parties, having negotiated resolution of claims asserted in this action agree that settlement has altered the legal and juridical relationship of the parties. Pursuant to the terms of the Settlement Agreement between the Parties, the Court retains jurisdiction to enforce the Settlement Agreement, including without limitation, disputes over compliance with the terms of the Agreement and the amounts of attorneys’ fees, costs and expenses, if any, to be paid to Plaintiffs’ attorneys.”
2. Filings, Preliminary Approval, Notice, Final Approval
   1. **Vacating Discovery and Trial Deadlines**. Within seven (7) days after execution of this Agreement by the Parties, the Parties shall apply to the Court for an order vacating the current discovery and trial deadlines in light of this Agreement.
   2. **Preliminary Approval**. Within fourteen (14) days after the Court vacates the discovery and trial deadlines, the Parties will jointly move for an order granting amendment of the Complaint to include NFB National as a party and incorporate class relief, preliminary approval of the terms of this Agreement as a stipulated Class Action Settlement, provisional certification of the Settlement Class, approving the proposed form of notice to the Settlement Class, and scheduling a hearing for final approval of this Agreement within 120 days after preliminary approval of this Agreement, or as soon thereafter as the Court may set.
   3. **Objections and Responses**. Any member of the Settlement Class may object to the terms of this Agreement by filing, within 30 days after the Notice described in Section 13.D, below, is issued, written objections with the Court. Only objecting Settlement Class Members will have the right, if they so request in their objection, to present objections orally at the hearing on final approval of the settlement. Responses by the Parties to any objections must be filed within 30 days after the date for objections by Settlement Class Members has passed.
   4. **Notice.** 
      1. As soon as practicable, but no later than three (3) weeks / twenty-one (21) days after the Court’s entry of a Preliminary Approval Order, Uber will pay the cost of publishing a stipulated class action settlement notice on a search-engine -optimized (“SEO”) settlement website operated by a stipulated class action settlement administrator. Uber will pay the cost of the settlement administrator. After the settlement website is posted online, Uber will post a link to the settlement notice on its news blog (newsroom.uber.com) and https://www.facebook.com/uber within 30 days of the Preliminary Approval Order. Uber will further pay the cost, if any, of ensuring the notice is published in the electronic newsletters and Braille magazines of the National Federation of the Blind and the American Council of the Blind so notice is sent out within 60 days of the Preliminary Approval Order.
   5. **Final Approval.**
      1. At the Final Approval Hearing, the Parties will jointly request that the Court enter a Final Judgment and Order granting Final Approval of this Settlement Agreement and certifying the Settlement Class.
      2. This action will be dismissed with prejudice under Federal Rules of Civil Procedure, Rule 41, within 30 days after expiration of the Term of this Agreement and after any remaining disputes concerning recovery of attorneys’ fees, costs and expenses have been resolved.
3. Release
   1. **Release of Claims in Full/Covenant Not to Sue.** Effective on the Effective Date of this Agreement, Plaintiffs and the Settlement Class, and each of their executors, successors, heirs, assigns, administrators, agents, and representatives, in consideration of the relief set forth herein, fully and finally release Uber Technologies, Inc., and all of its subsidiary and/or affiliate entities operating anywhere in the United States (including, but not limited to Rasier, LLC and Rasier-CA, LLC) and each of their present, former or future officers, directors, shareholders, agents, employees, representatives, consultants, attorneys, parent companies, affiliates, predecessors, successors, and assigns, to the fullest extent allowable by law, from any and all equitable relief claims, rights, demands, charges, complaints, actions, suits, and causes of action, currently known or unknown, foreseeable or unforeseeable, whether based upon Title III of the ADA, the Unruh Act or Disabled Persons Act, or based upon any other federal, state or local law, rule or regulation, order, or ordinance relating to or concerning equal access for legally blind or visually disabled persons who travel with Service Animals, which were alleged, or which could have been alleged, in the Complaint or any other court or administrative proceeding relating to the subject matter of the Complaint, that arose on or before the Effective Date. This is intended to include claims for injunctive relief, declaratory relief, and attorneys’ fees, costs and expenses relating to the current action. The named Plaintiffs also release all damage claims that arose up through the Effective Date. This release excludes damage claims by the Settlement Class.
4. Miscellaneous
   1. **Entire Agreement.** This Agreement contains the entire agreement between the Parties. The terms of this Agreement supersede any prior discussions, understandings, or agreements between the Parties relating to this matter. No modifications or limits will be binding on the Parties unless expressly provided for in this Agreement or made by writing signed by all of the Parties.
   2. **Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original, but all of which, when taken together, will constitute one and the same instrument.
   3. **Interpretation.** This Agreement is deemed to have been drafted by all Parties hereto, as a result of arm’s length negotiations among the Parties. Whereas all Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one party than another. The headings in this Agreement are solely for convenience and will not be considered in its interpretation. Where required by context, the plural includes the singular and the singular includes the plural.
   4. **Choice of Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of California.
   5. **Severability.** In the event any portion of this Agreement is deemed to be unenforceable, or is in conflict with applicable law, the remainder of this Agreement will be enforced and will remain in full force and effect. Nothing in this Agreement shall be construed to require the Parties to act contrary to state or federal laws, regulations, or guidelines.
   6. **Execution.** The Parties, having carefully read this Agreement, and having consulted or having been given an opportunity to consult legal counsel, hereby acknowledge their agreement to all of the foregoing terms and conditions by executing this Agreement. Each signatory hereto represents and warrants that it is authorized to sign this Agreement on behalf of the respective party. Facsimile and PDF signatures on this Agreement shall be treated as original signatures. A copy of this Agreement shall be treated as an original.

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| Dated: April \_\_\_, 2016 | NATIONAL FEDERATION OF THE BLIND | |
|  | By: |  |
|  | | Mark Riccobono President |

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| Dated: April \_\_\_, 2016 | NATIONAL FEDERATION OF THE BLIND OF CALIFORNIA | |
|  | By: |  |
|  | | Mary Willows President |

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| Dated: April \_\_, 2016 | Michael Kelly |
| Dated: April \_\_, 2016 | Michael Hingson |
| Dated: April \_\_, 2016 | Michael Pedersen |

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| --- | --- | --- |
| Dated: April 29, 2016 | UBER TECHNOLOGIES, INC. | |
|  | By: |  |
|  | | Dalene Bramer Senior Counsel |