

## **NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT**

**ATTENTION: ALL BLIND OR VISUALLY DISABLED INDIVIDUALS WHO USE SERVICE ANIMALS WHEN TRAVELING AND WHO HAVE USED, ATTEMPTED TO USE, OR HAVE BEEN DETERRED FROM USING TRANSPORTATION SERVICES ARRANGED THROUGH THE UBER RIDER APP.**

THE SETTLEMENT DESCRIBED BELOW MAY AFFECT YOUR RIGHTS.

READ THIS NOTICE AND INSTRUCTIONS CAREFULLY.

This notice is to inform you about the proposed settlement that would resolve the class action lawsuit *National Federation of the Blind of California, et al. v. Uber Technologies, Inc.*, Case No. 3:14-cv-4086 (N.D. Cal.). The lawsuit alleges that Uber Technologies, Inc. and its subsidiary and affiliate entities (collectively, “Uber”), violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, by failing to take the necessary steps to ensure that transportation providers using the Uber mobile software application (“Drivers”) do not discriminate against blind or visually disabled riders who travel with service animals (“Riders”). Uber denies all liability in the case and asserts that its current practices do not violate applicable federal, state, and local law. The settlement, which must be approved by the Court, would resolve the lawsuit.

### **I. SUMMARY OF THE PROPOSED SETTLEMENT**

Under the settlement, Uber agrees to take additional steps to inform Drivers of their obligations to transport all Riders. Uber will require that new and existing Drivers expressly confirm that they understand and agree to these obligations, through a pop-up interactive questionnaire in the Driver mobile software application and changes to the technology services agreement. In addition, Uber will send quarterly email reminders to Drivers.

Uber will also adopt a new enforcement practice. If, following a complaint from a Rider, Uber determines that a driver knowingly refused to transport a Rider because the Rider was traveling with a service animal, Uber will terminate that Driver’s contract and permanently remove the Driver from the Driver platform. In addition, if Uber receives plausible complaints on more than one occasion that a Driver denied service to a Rider because the Rider was traveling with a service animal, Uber will terminate the Driver’s contract and the Driver will be permanently removed from the Driver platform. This second basis for contract termination will apply where Uber was unable to determine whether the first denial was a knowing violation.

Under the settlement, Uber will also enhance its response system for complaints that a Driver denied service to a Rider because the Rider was traveling with a service animal, and will provide greater transparency to Riders regarding what action has been taken in response to a complaint about a Driver. Uber will also limit the circumstances in which a Rider can be charged for cleaning issues related to his or her service animal.

Additionally, Uber will record each allegation that a Driver is alleged to have denied service to a Rider, or otherwise discriminated against a Rider, because the Rider was traveling with a service animal, and will report aggregated data to Class Counsel. The National Federation of the Blind and its California affiliate will administer a testing program, through which blind individuals request and take trips to evaluate the effectiveness of the settlement. A third-party individual will monitor Uber's compliance with the settlement as well.

The settlement also provides that the three named individual plaintiffs who served as class representatives will receive payments of \$15,000 each in return for their release of their individual damage claims. In addition, the National Federation of the Blind will receive three annual payments of \$75,000 during the term of the settlement, and a fourth payment of \$75,000 if the term of the settlement is extended. These payments are intended to support the Federation's testing program.

Finally, Disability Rights Advocates, Rosen, Bien, Galvan & Grunfeld LLP, and TRE Legal Practice (collectively, "Class Counsel"), the attorneys who represent the class, will have the right to seek attorneys' fees and costs for their work on the case. Class Counsel will file a motion asking the Court to award reasonable fees and costs for work on the merits phase of this case. The Court must approve the amount awarded even if the parties reach an agreement on the amount. This motion for fees and costs will be available on [www.nfb-serviceanimal-settlement.com](http://www.nfb-serviceanimal-settlement.com) on September 21, 2016. Class Counsel will also be entitled to seek reasonable fees and costs for their future work monitoring compliance with the settlement and enforcing the agreement. Uber retains the right to contest the amount of any attorneys' fees requested by Class Counsel.

## **II. WHO IS IN THE CLASS?**

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.

## **III. THE EFFECT OF THE SETTLEMENT ON THE RIGHTS OF CLASS MEMBERS**

All class members will be bound by the terms of the settlement relating to access to transportation services arranged using the Uber app for blind or visually disabled persons who use service animals, if the settlement agreement is approved by the Court. If the settlement is approved, all class members will release and forever discharge all claims for injunctive relief under all federal, state, and local laws related to alleged discrimination by Uber against blind or visually disabled persons who use service animals that arose before the Settlement Agreement becomes effective. Class members, other than the named plaintiffs in the lawsuit, are *not* releasing any claims for monetary damages.

## **IV. OBJECTING TO THE SETTLEMENT**

You can ask the Court to deny approval of this settlement by filing an objection with the Court. You cannot ask the Court to order a different settlement; the Court can only approve or deny this proposed settlement. If the Court denies approval, any settlement changes necessary

for approval may not be made, and the lawsuit may continue. If this is what you want to happen, you must object.

If you wish to object to the proposed settlement you must object to the proposed settlement in writing. You may also appear at the fairness hearing for final approval of the settlement, either in person or through your own attorney. But if you wish to appear and present your objection orally at the fairness hearing, you must first submit a written objection and in your written objection you must indicate your intention to appear and be heard at the fairness hearing. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number, *National Federation of the Blind of California, et al. v. Uber Technologies, Inc., et al.*, Case No. 3:14-cv-4086 (N.D. Cal.), (b) be submitted to the Court either by mailing them to the Clerk of the Court for the United States District Court for the Northern District of California, 280 South 1st Street, Room 2112, San Jose, CA 95113, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be received on or before October 13, 2016.

## **V. FURTHER INFORMATION**

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at [www.nfb-serviceanimal-settlement.com](http://www.nfb-serviceanimal-settlement.com), contact Class Counsel using the information below, access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Northern District of California, 280 South 1st Street, Room 2112, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

To obtain a copy of this notice in alternate accessible formats, contact Class Counsel using the information below.

## **VI. CONTACT INFORMATION**

Please do not contact the Court, the Court clerk's office, or Defense Counsel with questions about this settlement. Any questions must be directed to Class Counsel at the numbers and addresses below.

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