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14 Attorneys for Plaintiffs

15 UNITED STATES DISTRICT COURT

16 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

18 NATIONAL FEDERATION OF THE
19 BLIND, NATIONAL FEDERATION OF
THE BLIND OF CALIFORNIA,
20 MICHAEL KELLY, MICHAEL
HINGSON, and MICHAEL PEDERSON,

21 Plaintiffs,

22 v.

23 UBER TECHNOLOGIES, INC.,

24 Defendant.

Case No. 3:14-cv-04086-NC

**SETTLEMENT AGREEMENT AND
RELEASE**

1 between them related to the Complaint and/or the allegations in the Complaint in
2 consideration of the following terms set forth in this Agreement; and

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

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

10 **1. Definitions**

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

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

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

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

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

27 “**Driver App**” refers to the technology platform interface that Uber provides to
28 Drivers in the United States for them to connect with rider-users who request

1 transportation services, including all versions of mobile software applications, websites or
2 any future dynamic electronic interface that Uber might adopt during the Term of this
3 Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

17 **2. Conditions Precedent of this Settlement Agreement Becoming Effective**

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

20 **A. Discovery And Trial Dates Vacated:** The Parties apply jointly for an Order
21 vacating the current discovery and trial deadlines pending Preliminary and
22 Final Approval of Class Settlement.

23 **B. Joint Motion Approved:** The Parties move jointly for an Order Granting
24 Approval to File Plaintiffs’ Second Amended Complaint, Preliminary
25 Approval to Class Settlement, Certifying Settlement Class, Authorizing
26 Distribution of Notice, and Setting Fairness Hearing, and the motion is
27 granted by the Court. If the settlement does not receive preliminary or final
28 approval the parties agree to then stipulate to the second amended complaint

1 being withdrawn and the first amended complaint thereafter becoming the
2 operative pleading.

3 **C. Notice:** Notice is provided to the Settlement Class in accordance with
4 Section 13.D of this Agreement.

5 **D. Final Approval:** The Court grants Final Approval of Class Settlement,
6 certifies the Settlement Class, enters judgment in accordance with the terms
7 of this Settlement Agreement, and all opportunity for further review or
8 appeals have expired or been exhausted. The judgment will resolve all
9 issues raised in this proceeding for Plaintiffs, Plaintiffs' Counsel, and the
10 Settlement Class.

11 **3. Denial of Liability**

12 Uber has denied and continues to deny any liability to Plaintiffs or the Settlement
13 Class. Uber has denied and continues to deny that it has violated any laws pertaining to
14 access for persons with disabilities with respect to the services provided by transportation
15 providers using the Uber App. Neither this Agreement nor any actions taken by Uber in
16 satisfaction of this Agreement constitute, or may be construed as, an admission of any
17 liability or wrongdoing, or recognition of the validity of any allegations of fact or law
18 made by Plaintiffs in this action or in any other action or proceeding. This Agreement, any
19 statements or negotiations made in connection with this Agreement, and any actions taken
20 by Uber under this Agreement, may not be offered or be admissible in evidence or in any
21 other fashion against Uber in any action or proceeding for any purpose, except in any
22 action or proceeding brought to enforce the terms of this Agreement by or against
23 Plaintiffs, the Settlement Class, or Uber, or by Uber in defense of any claims brought by
24 Plaintiffs, Class Counsel, or the Settlement Class or any third party. Except as, and only to
25 the extent necessary to the approval, implementation and enforcement of the terms of this
26 Agreement, any class certification entered in this lawsuit under this Agreement or
27 otherwise does not constitute, in this or in any other proceeding, an admission by Uber, or
28 a finding or evidence, that Plaintiffs' claims are appropriate for class or representative

1 treatment or that any requirement for class certification or representative standing is
2 otherwise satisfied in this lawsuit. Except as and only to the extent necessary to the
3 approval, implementation and enforcement of the terms of this Agreement, Uber does not
4 waive any otherwise applicable arbitration and class and representative action waiver
5 provisions contained in any agreements with Plaintiffs and/or the Settlement Class, and
6 this Agreement and the settlement of this action may not be used as evidence of and shall
7 not constitute waiver in any other proceeding of any applicable arbitration and class and
8 representative action waiver provisions. This Agreement and any settlement effectuated
9 hereunder is not intended to constitute an admission by either party concerning Uber's
10 treatment of Drivers as independent contractors, and shall not be construed as evidence
11 that the Drivers are anything other than independent contractors.

12 **4. Enhanced Dissemination of Information to Drivers**

13 **A. New Drivers**

- 14 1. Uber agrees that Drivers, before they are given access to the Driver
15 App, must expressly acknowledge that they have read and understood
16 Uber's Service Animal Policy (as outlined in Section 5.A, below),
17 which document shall state that Drivers have a legal obligation to
18 provide service to Riders with Service Animals anywhere in the
19 United States with no exceptions, including but not limited to for
20 reasons related to allergies or religious objections.
- 21 2. Uber agrees to add an interactive pop-up notification prompt in the
22 Driver App that verifies all newly-registered Drivers, anywhere in the
23 United States, are aware of Uber's Service Animal Policy and are
24 willing and able to transport Riders with Service Animals. The
25 prompt will first appear in the Driver App for every new Driver
26 within two weeks after the Driver accepts the Licensing Agreement.
27 New Drivers will be blocked from using the Driver App until they
28 complete the interactions required by the pop-up notification and

1 confirm their agreement to transport Riders with Service Animals.
2 The exact content of the prompt and description of the interactive
3 nature of the pop-up notification is contained in Addendum 1 to this
4 Agreement.

- 5 3. Uber agrees to add the following statement, along with a link to the
6 Service Animal Policy, on the “background” tab page of its Driver
7 sign-up flow: “You understand that, in order to access the Uber app,
8 you will be obligated to transport passengers with Service Animals in
9 accordance with applicable federal, state and local law and Uber’s
10 Service Animal Policy [insert link].”
- 11 4. Uber will amend the practices applicable to Drivers as described in
12 this section 4.A above within 30 days of the Effective Date.

13 **B. Active Drivers**

- 14 1. Within 30 days after the Effective Date, Uber will push the interactive
15 pop-up notification prompt referred to in section 4.A.2 above and
16 described in Addendum 1 to all valid, registered Driver App accounts
17 regardless of app version or mobile device platform. No Driver will
18 be able to access the Driver App until the Driver completes the
19 interactions prompted by the pop-up notification and agrees to
20 transport Riders with Service Animals.
- 21 2. During the Agreement Term, Uber will send quarterly email
22 reminders to all Drivers with active accounts reminding Drivers of
23 their obligation to accept Riders with Service Animals. The emails
24 shall contain photographs of blind individuals with guide dogs to
25 remind Drivers of how to readily identify Service Animals.
- 26 3. Uber agrees to and has added detailed language to its Driver
27 Licensing Agreement that expressly explains that Drivers have an
28 obligation to transport Riders with Service Animals under the

1 Americans with Disabilities Act with no exception for allergies or
2 religious objections. The Licensing Agreement also expressly states
3 that any Drivers who refuse to transport Riders with Service Animals
4 in violation of this obligation consent to the permanent restriction of
5 their Driver App account and the permanent termination of their
6 contractual relationship with Uber if, based on the evidence, it is
7 reasonable for Uber to conclude the Driver knowingly refused service
8 to a Rider with a Service Animal, or if Uber receives plausible reports
9 from Riders of more than one cancellation or refusal by such Driver
10 alleged to be on the basis of the presence of a Rider's Service Animal.

11 4. Uber agrees that, consistent with its current cleaning fee policy,
12 Riders will only be charged, if at all, upon a third instance of a
13 reported mess involving a Rider's Service Animal's bodily fluids. If a
14 Rider contests that a Service Animal created such a mess, Uber shall
15 undertake a reasonable good faith effort to determine whether such a
16 mess actually occurred. Riders will not be charged for any instance of
17 reported shedding of dog hair. These policies regarding cleaning fees
18 shall be disseminated to all customer support staff and shall be
19 incorporated into the Service Animal Policy.

20 5. Uber agrees to provide Plaintiffs' Counsel drafts of the quarterly
21 emails and amended Driver Licensing Agreement at least 15 days
22 before issuance, and shall consider any comments or proposed
23 revisions from Plaintiffs' Counsel on these draft documents in good
24 faith. Uber will send Plaintiffs' Counsel a copy of the finalized
25 quarterly emails and amended Driver Licensing Agreement within 10
26 days after issuance.

27 6. Uber agrees to implement the changes described in this Section 4.B
28 within 30 days of the Effective Date unless this timeline is otherwise

1 prohibited by an applicable court order.

2 **5. Changes to Licensing Agreement Language and Enforcement Practices**
3 **Related To Nondiscrimination**

4 **A. Driver Contract Termination**

5 1. In conjunction with the issuance of an updated Licensing Agreement,
6 Uber agrees to implement an enforcement practice pursuant to which
7 Uber shall have the right to, and shall, permanently terminate its
8 contractual relationship with a Driver and the Driver's access to the
9 Driver App if Uber discovers that a Driver knowingly refused to
10 transport a Rider with a Service Animal because of that Service
11 Animal anywhere in the United States. All such instances shall be
12 specifically identified as a material breach of the Licensing
13 Agreement by the Driver. Plaintiffs acknowledge that, pursuant to the
14 Licensing Agreement, a Driver may have the opportunity to have any
15 contract termination reviewed by a neutral arbitrator, and that Uber
16 may be bound by any decision of that arbitrator. Should any Driver
17 seek to challenge the termination by an arbitration petition, Uber will
18 notify Plaintiffs' Counsel of such, provide Plaintiffs' Counsel with
19 copies of the material submitted to the arbitrator, provide Plaintiffs'
20 Counsel with an opportunity to provide a submission to such
21 arbitrator, and inform Plaintiffs' Counsel of the outcome. Uber shall
22 not be responsible for paying Plaintiffs' Counsel's fees for time spent
23 reviewing materials submitted to an arbitrator or preparing Plaintiffs'
24 Counsel's submission to an arbitrator pursuant to this paragraph in
25 connection with any Driver contract termination arbitration
26 proceedings.

27 2. Uber will review whether the Driver knowingly refused service to a
28 Rider with a Service Animal because of that Service Animal for every

1 report that Uber receives from Riders of such denial.

2 3. Uber agrees to produce an internal guidance document for customer
3 support staff and train such staff on how to reliably identify situations
4 where a Driver has knowingly refused to transport a Rider with a
5 Service Animal because of that Service Animal in violation of the
6 Licensing Agreement. This document will contain a non-exhaustive
7 list of the most common situations in which a contract termination
8 should occur. A copy of this internal document is attached to this
9 Agreement as Addendum 2.

10 4. The revised Licensing Agreement also contains express language
11 pursuant to which Uber shall have the right to, and shall, permanently
12 terminate its contractual relationship with a Driver and the Driver's
13 access to the Driver App if Uber receives plausible complaints from
14 Riders on more than one occasion that a particular Driver refused to
15 transport a Rider with a Service Animal because of that Service
16 Animal anywhere in the United States, without regard to the intent or
17 knowledge of the Driver. Uber will rigorously enforce this
18 contractual provision.

19 **B. Complaint Processing Procedures**

20 1. Within 30 days after the Effective date, Uber will ensure that Riders
21 can more easily report denials of rides through the Rider App. From
22 the "Trip Details" screen reflecting the last trip completed or
23 cancelled, the Rider will have the ability to open a Service Animal
24 complaint submission screen in the Rider App by navigating through
25 no more than two linked screens or display interactions. There shall
26 be an Accessible control on the screen reflecting the trip cancellation
27 entitled "Need Help?", which will link to a screen with a prominently-
28 located option labeled "I want to report a service animal issue." This

1 control shall open an Accessible form which permits the Rider to
2 enter and submit a narrative description in an edit field and to report
3 what occurred with the Driver. At all times, a Rider shall have the
4 ability to navigate from the “Menu” screen to the Service Animal
5 complaint submission screen by navigating through no more than
6 three linked screens or display interactions. The button to reach the
7 service animal complaint submission screen shall be labeled “I want
8 to report a service animal issue” and will be prominently located.
9 Once the Rider submits a complaint of Service Animal discrimination,
10 the complaint will be forwarded to the internal Access Complaint
11 Team at Uber that handles accessibility issues or escalated complaints
12 from general customer support. The process for accessing the form
13 and further details regarding the complaint submission form, are
14 contained in Addendum 3 to this Agreement.

- 15 2. Within 30 days after the Effective Date, Uber will add an Accessible
16 link that may be accessed from the home page of its website labeled “I
17 want to report a service animal issue.” that links to an Accessible
18 complaint form. This link shall open an Accessible form which
19 permits the Rider to submit a narrative description and quickly select
20 a predetermined option to report what occurred with the Driver (*see*
21 *Addendum 3*). Once submitted, the report will be automatically
22 forwarded to the Access Complaint Team for investigation and
23 response. There will be a link to Uber’s Service Animal Policy
24 accessible from the home page as well. Uber agrees to maintain the
25 Access Complaint Team for the duration of the Agreement Term.
26 The process for accessing the form and further details regarding the
27 complaint submission form, are contained in Addendum 3 to this
28 Agreement.

- 1 3. Within 30 days after the Effective Date, Uber will train all customer
2 service and support staff on how to process and respond to reports that
3 a Driver refused service to a Rider with a Service Animal in the
4 United States. All such reports shall be forwarded to the Access
5 Complaint Team for review and response. Uber will inform the Rider
6 promptly after submission of a complaint that the complaint has been
7 received and is being reviewed. If Uber has an email address
8 associated with the Rider the response will be sent to this email
9 address. Uber will endeavor in good faith to complete its review of
10 each complaint within one week of the complaint submission and
11 notify the Rider about the outcome, including the following: whether
12 Uber has terminated its contractual relationship with the Driver at
13 issue or, if not, whether Uber will terminate this contractual
14 relationship with the Driver at issue if a second plausible Service
15 Animal complaint is submitted concerning the Driver.
- 16 4. Uber will reverse any trip cancellation charges or otherwise reimburse
17 any charges imposed where the Rider submits a complaint that the
18 Driver denied service due to the presence of a Service Animal.
- 19 5. The two methods for reporting to Uber complaints concerning
20 discrimination against Riders with Service Animals described in
21 paragraphs 1 and 2 of this section and the policy on reversing
22 improper trip cancellation charges described in paragraph 4 of this
23 section above shall be included in the Service Animal Policy, and
24 marketed to the disability community nationwide along with a guide
25 no more than three pages long that details the steps to submit a
26 complaint using the Rider App or Uber's website and where to find
27 Uber's Service Animal Policy.
- 28 6. Uber will provide a Rider an account credit of \$25 for each instance in

1 which a Driver's contractual relationship is terminated as the result of
2 a report that the Driver refused to transport the Rider anywhere in the
3 United States because of a Service Animal.

4 7. Uber will not automatically block future trip pairing between Riders
5 and Drivers as a result of a Rider submitting a complaint to Uber
6 about a Service Animal denial of service. However, Uber may block
7 future trip pairing between a specific Driver and Rider if a Rider
8 expressly requests that result.

9 **6. Compliance Record-Keeping and Testing**

10 **A. Data collection**

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

- 14 • Date and Driver account number for every trip cancellation for which Uber
15 receives a report that the Driver refused service to a Rider with a Service
16 Animal due to the presence of a Service Animal or otherwise relates to a
17 complaint of discrimination by a Rider with a Service Animal
- 18 • Rider name and, if available, email address and account number for every
19 Rider that reports a trip cancellation or refusal of service linked to a report of
20 discrimination against a Rider with a Service Animal
- 21 • Rider name and, if available, email address and account number for every
22 Rider that reports any form of unlawful discrimination against a Rider with a
23 Service Animal, other than trip cancellation or refusal of service
- 24 • Date, location, and Driver account number, of every alleged incident that a
25 Driver refused service to a Rider with a Service Animal because of that
26 Service Animal or otherwise discriminated against a Rider with a Service
27 Animal because of that Service Animal
- 28 • Date and location for every ride that results in Uber charging a Rider with a

1 Service Animal a cleaning fee

- 2 • Date and account status change or indication for every entry made on a
- 3 Driver's account documenting a report of alleged Service Animal
- 4 discrimination, and any action applied to the Driver's account status as a
- 5 result of that report
- 6 • Complaints that a Driver has unlawfully discriminated against a Rider with a
- 7 Service Animal from any source
- 8 • For each Rider who reports a denial of service due to the presence of a
- 9 Service Animal, the total number of reported denials based on a Service
- 10 Animal, total number of documented reports of discrimination applied to
- 11 Driver accounts because of a reported incident involving that Rider, total
- 12 number of resulting Driver contract terminations resulting from incidents
- 13 involving that Rider, and total number of trip cancellation charges refunded
- 14 to the Rider
- 15 • Date and numerical rating that a Driver gives to a Rider for each trip request
- 16 where a Rider with a Service Animal reports any form of discrimination due
- 17 to the presence of a Service Animal
- 18 • Uber will also collect and report to Plaintiffs' Counsel the following: the
- 19 average rating of all Riders and the average rating of all Riders with Service
- 20 Animals who report any form of complaints to Uber concerning Service
- 21 Animals.

22 **B. Data Reporting**

- 23 1. Uber shall report the raw data in Section 6.A to Plaintiffs' Counsel
- 24 without disclosing the name or email address of the Driver or the
- 25 Rider involved. Starting on the Effective Date, this reporting will
- 26 occur quarterly for the first year of the Term, biannually for the
- 27 second year of the Term and annually for the remainder of the Term.
- 28 However, Uber shall resume reporting the data to Plaintiffs' Counsel

1 on a quarterly basis if any of the following occurs:

- 2 (a) The reported data shows more than a 7.5% increase in the
3 number of reported instances where a Driver refused to
4 transport a Rider with a Service Animal during the reporting
5 period as compared with the prior period;
- 6 (b) In resolving a dispute pursuant to Section 10 of this
7 Agreement, the magistrate judge concludes that Uber has not
8 complied with a provision of this Agreement.
- 9 (c) The Parties agree or the Monitor determines that there has not
10 been substantial compliance by Uber with the terms of the
11 Agreement during the prior reporting period.

12 2. With the exception of the Driver's name, Uber shall verify all the
13 other corresponding data described in Section 6.A as to any Rider
14 Uber account with respect to which Plaintiffs' Counsel provides Uber
15 with (a) a documented complaint by the Rider of alleged
16 discrimination; (b) the email address for the Rider's account and; (c)
17 proof that the Rider consented to disclosure of that data for the
18 purposes of testing compliance with this Agreement. With regards to
19 the Driver's name, Uber shall assign a unique number identifier for
20 each such Driver in the reporting so that Plaintiffs' Counsel can
21 determine if a particular Driver was involved in multiple instances of
22 alleged discrimination and/or their contract was terminated. Items (a)
23 - (c) above can be satisfied by either of the following:

- 24 (i) An email from the Rider confirming such a complaint
25 was submitted and agreeing to disclosure of the data.
- 26 (ii) A document signed by hand or electronically by the
27 Rider confirming such a complaint was submitted and
28 agreeing to disclosure of the data.

- 1 3. Uber shall produce the data in an .xls file, .xlsx file, .csv file, or other
2 common database format that can be read by Microsoft Excel while
3 retaining column, row, heading and other organizational information.
4 The format shall enable Plaintiffs' Counsel to easily determine the
5 sum total number of contracts terminated and total number of reports
6 that a particular Driver refused to transport a Rider with a Service
7 Animal or otherwise discriminated against a Rider with a Service
8 Animal due to the presence of that Service Animal.
- 9 4. Notwithstanding the above, the Monitor shall be permitted to review
10 Driver names and account details necessary if there is reason to
11 believe a Driver (a) has not had his/her contractual relationship
12 terminated in accordance with the Driver's Licensing Agreement and
13 as described in this Agreement; or (b) has fraudulently resumed
14 driving after having his/her contractual relationship with Uber
15 terminated.

16 **C. NFB Testing**

17 NFB National in coordination with NFBC shall administer a compliance
18 testing program that uses blind individuals with guide dogs as testers to
19 document trips using the uberX service in a sample of trip requests across the
20 United States and California. NFB will have complete discretion in
21 administering the testing program, including, but not limited to, the
22 frequency and location of tests, and reporting of test results. Test results
23 may not be shared publically and are subject to the terms of the Parties'
24 Stipulated Protective Order in this case. NFB's testing program shall be
25 consistent with Uber's ordinary provision of service and testers shall not
26 disclose testing to Drivers or influence their typical operations. In the event
27 Uber believes the testing program is interfering with or undermining the
28 Rider and Driver experience or Uber's business relationship with Drivers,

1 and the Parties cannot come to an agreement regarding changes thereto, the
2 Parties agree to resolve the dispute through the Dispute Resolution provision
3 in Section 10.

4 **7. Term of the Agreement**

5 A. The term of this Agreement shall be three and one half (3.5) years from the
6 Effective Date except as follows: if the Parties agree or the Monitor determines that there
7 has not been substantial compliance by Uber with the terms of the Agreement for years
8 two and/or three, the term shall extend to five years from the Effective Date (hereafter the
9 “Extended Agreement Term”). Any disputes concerning substantial compliance shall be
10 resolved through the dispute resolution process set forth in Section 10 of this Agreement.

11 **8. Further Modifications to Information, Enforcement, and Monitoring**

12 A. The Parties recognize and agree that other relevant issues may arise during
13 the term of this Agreement that were not anticipated when this Agreement was executed,
14 and that data that Uber provides to Plaintiffs’ Counsel pursuant to Section 6 of this
15 Agreement may show that the policies, practices, and procedures adopted by this
16 Agreement have unintended consequences or are insufficient to comprehensively address
17 discrimination because of Service Animals. The Parties have agreed that a third-party
18 monitor (“Monitor”) will review and analyze the data that Uber reports pursuant to Section
19 6.B of this Agreement as well as any other information provided to the Monitor by the
20 Parties. Beginning twelve months after the Effective Date, if the Monitor’s analysis of this
21 data reveals that Uber’s practices, policies, and procedures are insufficient to address
22 discrimination because of Service Animals, the Monitor shall propose to the Parties further
23 modifications to Uber’s policies, practices, and procedures to improve access to
24 transportation available through the Rider App. The Monitor will report to the Parties
25 within two months after the end of each year during the Agreement Term whether Uber
26 has substantially complied with its obligations under the Agreement during the prior year,
27 except that in the fifth year under an Extended Agreement Term, the Monitor shall base the
28 Monitor’s assessment on the first 9 months of the fifth year and submit the Monitor’s final

1 report to the Parties 30 days prior to the expiration of the Extended Agreement Term.
2 Uber will consider in good faith any requests by the Monitor for information or documents
3 beyond those specified in Section 6 of this Agreement. Either party may use the Dispute
4 Resolution procedure set forth in Section 10 of this Agreement to resolve disputes
5 concerning the Monitor including, but not limited to, disputes concerning the Monitor's
6 reports, recommendations or requests for documents and information.

7 **B.** The Parties agree that at any point after twelve months from the Effective
8 Date of this Agreement, Plaintiffs may request, if there is good cause to believe there is
9 need for further modifications to Uber's policies and practices, that the Parties meet and
10 confer to negotiate further modifications to Uber's policies and practices, including the
11 measures adopted in this Agreement, to more effectively address alleged Driver
12 discrimination against Riders with Service Animals. Within thirty days of Plaintiffs'
13 request under this paragraph, unless extended by agreement of the Parties or for good
14 cause, the Parties shall meet and confer to negotiate such further modifications, if any, to
15 Uber's policies, practices, and procedures, including the measures adopted by this
16 Agreement, but in no event will the modifications lessen the benefits or protections for
17 members of the settlement class.

18 **C.** To the extent that the Parties reach agreement to further modify the policies,
19 practices, and procedures set forth in this Agreement, the Parties agree that such agreement
20 will be reduced to writing as a binding Memorandum of Understanding between the
21 Parties. The Parties agree that, unless the written agreement expressly states otherwise,
22 disputes under any Memoranda of Understanding adopted will be resolved using the
23 Dispute Resolution process set forth in Section 10 of this Agreement.

24 **D.** If the Parties are unable to reach agreement concerning additional measures
25 within sixty days of first meeting and conferring, then the Parties shall resolve the dispute
26 using the dispute resolution process set forth in Section 10 of this Agreement.

27 **E. Selection and Compensation of Monitor**

28 1. The Parties will attempt to jointly agree upon an individual to serve as

1 the Monitor for the purposes of this part of the Agreement. If the
2 Parties cannot agree on a Monitor within sixty days of the Effective
3 Date, each side shall present three candidates to the Magistrate Judge
4 who retains jurisdiction to resolve disputes. The Magistrate Judge
5 shall then select the Monitor. If this individual becomes unavailable,
6 the parties shall meet and confer within thirty days to try to reach
7 agreement on a replacement Monitor, and the same process described
8 above to select the initial Monitor will be used to select the
9 replacement Monitor.

10 2. Compensation of Monitor.

11 (a) Uber shall pay the reasonable fees and costs incurred by the
12 Monitor during the 3.5 year term of the Agreement up to
13 \$50,000. If the term of this agreement is extended pursuant to
14 Section 7, then Defendants shall pay the Monitor's reasonable
15 fees and costs for the Extended Agreement Term up to
16 \$35,000. If Plaintiffs contend that additional compensation
17 beyond the \$50,000, or beyond \$35,000 for the fourth and fifth
18 years if applicable, is needed to reasonably compensate the
19 monitor, the Parties shall meet and confer to attempt to
20 negotiate an increase to the cap. If the Parties are unable to
21 agree upon a modification to the cap, the parties shall resolve
22 the dispute pursuant to the Dispute Resolution provision set
23 forth in Section 10 herein.

24 (b) Invoices will be provided to all Parties for their review before
25 payment. There will be a yearly budget negotiated with the
26 monitor. If the Monitor exceeds the budget for fees or costs
27 without prior approval, he or she may be removed and
28 replaced. If the Parties do not agree on removal, either party

1 may refer the matter to dispute resolution to determine whether
2 the Monitor should be retained or removed.

3 3. All communications, including invoices, data, questions, information,
4 documents, between the Monitor, Uber, Plaintiffs and counsel for the
5 Parties, shall be copied to opposing counsel. No ex parte
6 communications shall be permitted.

7 **9. Scope of the Agreement**

8 **A.** The provisions of this Agreement shall apply to Uber’s policies, practices,
9 and procedures with respect to Riders with Service Animals nationwide within the United
10 States. The data that Uber periodically reports to Plaintiffs’ Counsel pursuant to Section 6
11 of this Agreement shall contain relevant information for Drivers and Riders with Service
12 Animals nationwide within the United States.

13 **B.** Plaintiffs expressly agree that the resolution described herein is fair and
14 adequate, and that the policies and procedures set forth in this Agreement are intended to
15 remedy any and all alleged violations of the ADA and related state and local laws by
16 Defendants with respect to the claims alleged by Plaintiffs in this case.

17 **10. Dispute Resolution**

18 **A.** All disputes concerning compliance with this Agreement, enforcement of
19 Uber’s Service Animal Policy, modifications to Uber’s policies and procedures pursuant to
20 Section 8 of this Agreement, and Uber’s procedures for responding to complaints
21 concerning discrimination against Riders with Service Animals, shall be resolved through
22 a three-step process as follows:

- 23 • **Step One:** Plaintiffs’ Counsel shall send a letter to counsel for Uber
24 concerning any dispute, and counsel for the Parties shall meet and confer in a
25 good faith effort to resolve any dispute.
- 26 • **Step Two:** In the event that the Parties are unable to resolve their dispute
27 through such meet and confer negotiations within 21 days of receipt of the
28 letter raising the dispute, the dispute shall be submitted to mediation at

1 JAMS in San Francisco. JAMS shall assign Hon. Jamie Jacobs-May to
2 mediate. If she is not available within 45 days of the request to JAMS by the
3 Parties, JAMS will assign another mutually-agreed upon mediator or a
4 randomly assigned mediator if the Parties cannot mutually agree. Uber shall
5 pay the cost of the mediation. If Uber declines to pay such costs, the dispute
6 shall skip directly to Step Three.

- 7 • **Step Three:** In the event that the Parties are unable to resolve a dispute
8 through Step Two, they shall submit the dispute for binding resolution by the
9 Federal District Court for the Northern District of California under the
10 Court's continuing jurisdiction over this case. The Parties agree that
11 Magistrate Judge Cousins shall continue to have jurisdiction to fully resolve
12 any such dispute. If Magistrate Judge Cousins becomes unavailable, the
13 Parties agree to accept the jurisdiction of any other Magistrate Judge
14 assigned by the Federal District Court for continuing jurisdiction purposes.
15 Plaintiffs' Counsel may claim and recover reasonable fees and costs in
16 connection with proceedings under this Step Three if Plaintiffs prevail in
17 such proceedings. Uber may recover its fees and costs in the event the
18 Magistrate Judge finds Plaintiffs' motion to be frivolous, unreasonable or
19 groundless, or that Plaintiffs continued to litigate it after it clearly became so.

20 **11. Monetary Payments**

21 **A. Compensation for NFB**

22 Uber will make three payments of \$75,000 during the 3.5 year term of the
23 Agreement, totaling \$225,000, payable to NFB National. These payments
24 are intended to support the testing program outlined elsewhere in this
25 Agreement. Uber shall make the first payment of \$75,000 within 30 days
26 after the Effective Date, and Uber shall make the second and third payments
27 of \$75,000 annually thereafter. If this Agreement is extended pursuant to
28 Section 7, then Uber shall make one additional payment of \$75,000 to NFB

1 within 30 days of the beginning of the Extended Agreement Term. Uber
2 shall remit these payments to TRE Legal Practice, c/o NFB, and make
3 arrangements for wire transfer to the IOLTA trust account for the TRE Legal
4 Practice.

5 **B. Damages to Individual Plaintiffs**

- 6 1. Within 30 days of the Effective Date, Uber shall pay \$45,000 to the
7 Disability Rights Advocates Client Trust Account to be apportioned
8 among the individual plaintiffs as they agree among themselves.
- 9 2. Uber shall mail this payment to Disability Rights Advocates, 2001
10 Center Street, Fourth Floor, Berkeley, CA 94704-1204.
- 11 3. Uber will issue a form 1099-MISC for this payment to Disability
12 Rights Advocates.

13 **C. Attorneys' Fees, Litigation Expenses, and Costs**

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

- 24 1. Plaintiffs and Plaintiffs' Counsel expressly reserve their rights to
25 pursue claims for attorneys' fees, costs and expenses for work
26 performed after the time the Settlement Agreement is signed by all
27 Parties, including for work spent on compliance monitoring,
28 enforcement, and/or work spent securing their fees and collecting any

1 and all fees, costs and expenses that are due to them. The Parties
2 agree that all issues pertaining to any such attorneys' fees, costs and
3 expenses are unresolved and therefore are subject to the continuing
4 jurisdiction of the Court.

5 2. The Parties will use the following procedure to resolve Plaintiffs'
6 Counsel's requests for attorneys' fees, costs and expenses to monitor
7 Uber's compliance with this Agreement. Beginning twelve (12)
8 months after the Effective Date, Plaintiffs' Counsel will annually
9 submit a request for reasonable attorneys' fees, costs and expenses to
10 Uber for the preceding year of work. Uber will have 45 days to
11 contest or pay the requested amount of attorneys' fees, costs and
12 expenses. Uber may contest the amount of attorneys' fees, costs and
13 expenses. If Uber contests the amount of attorneys' fees, costs or
14 expenses, the Parties have 60 days to negotiate those amounts. If
15 disagreements as to such fees, costs and expenses cannot be
16 informally resolved, they will be submitted to the Magistrate Judge
17 who retains jurisdiction over this Agreement by appropriate motion.
18 The Parties agree that the Court shall retain jurisdiction beyond the
19 three and one half-year Term or five year Extended Agreement Term
20 as necessary to resolve and award fees, costs and expenses for
21 monitoring for the final year of the Agreement Term.

22 **12.** The Parties agree that the judgment entered by the Court after the Effective
23 Date of this Agreement shall include the following language: "The parties,
24 having negotiated resolution of claims asserted in this action agree that
25 settlement has altered the legal and juridical relationship of the parties.
26 Pursuant to the terms of the Settlement Agreement between the Parties, the
27 Court retains jurisdiction to enforce the Settlement Agreement, including
28 without limitation, disputes over compliance with the terms of the

1 Agreement and the amounts of attorneys' fees, costs and expenses, if any, to
2 be paid to Plaintiffs' attorneys."

3 **13. Filings, Preliminary Approval, Notice, Final Approval**

4 **A. Vacating Discovery and Trial Deadlines.** Within seven (7) days after
5 execution of this Agreement by the Parties, the Parties shall apply to the Court for an order
6 vacating the current discovery and trial deadlines in light of this Agreement.

7 **B. Preliminary Approval.** Within fourteen (14) days after the Court vacates
8 the discovery and trial deadlines, the Parties will jointly move for an order granting
9 amendment of the Complaint to include NFB National as a party and incorporate class
10 relief, preliminary approval of the terms of this Agreement as a stipulated Class Action
11 Settlement, provisional certification of the Settlement Class, approving the proposed form
12 of notice to the Settlement Class, and scheduling a hearing for final approval of this
13 Agreement within 120 days after preliminary approval of this Agreement, or as soon
14 thereafter as the Court may set.

15 **C. Objections and Responses.** Any member of the Settlement Class may
16 object to the terms of this Agreement by filing, within 30 days after the Notice described in
17 Section 13.D, below, is issued, written objections with the Court. Only objecting
18 Settlement Class Members will have the right, if they so request in their objection, to
19 present objections orally at the hearing on final approval of the settlement. Responses by
20 the Parties to any objections must be filed within 30 days after the date for objections by
21 Settlement Class Members has passed.

22 **D. Notice.**

- 23 1. As soon as practicable, but no later than three (3) weeks / twenty-one
24 (21) days after the Court's entry of a Preliminary Approval Order,
25 Uber will pay the cost of publishing a stipulated class action
26 settlement notice on a search-engine -optimized ("SEO") settlement
27 website operated by a stipulated class action settlement administrator.
28 Uber will pay the cost of the settlement administrator. After the

1 settlement website is posted online, Uber will post a link to the
2 settlement notice on its news blog (newsroom.uber.com) and
3 <https://www.facebook.com/uber> within 30 days of the Preliminary
4 Approval Order. Uber will further pay the cost, if any, of ensuring the
5 notice is published in the electronic newsletters and Braille magazines
6 of the National Federation of the Blind and the American Council of
7 the Blind so notice is sent out within 60 days of the Preliminary
8 Approval Order.

9 **E. Final Approval.**

- 10 1. At the Final Approval Hearing, the Parties will jointly request that the
11 Court enter a Final Judgment and Order granting Final Approval of
12 this Settlement Agreement and certifying the Settlement Class.
- 13 2. This action will be dismissed with prejudice under Federal Rules of
14 Civil Procedure, Rule 41, within 30 days after expiration of the Term
15 of this Agreement and after any remaining disputes concerning
16 recovery of attorneys' fees, costs and expenses have been resolved.

17 **14. Release**

18 **A. Release of Claims in Full/Covenant Not to Sue.** Effective on the Effective
19 Date of this Agreement, Plaintiffs and the Settlement Class, and each of their executors,
20 successors, heirs, assigns, administrators, agents, and representatives, in consideration of
21 the relief set forth herein, fully and finally release Uber Technologies, Inc., and all of its
22 subsidiary and/or affiliate entities operating anywhere in the United States (including, but
23 not limited to Rasier, LLC and Rasier-CA, LLC) and each of their present, former or future
24 officers, directors, shareholders, agents, employees, representatives, consultants, attorneys,
25 parent companies, affiliates, predecessors, successors, and assigns, to the fullest extent
26 allowable by law, from any and all equitable relief claims, rights, demands, charges,
27 complaints, actions, suits, and causes of action, currently known or unknown, foreseeable
28 or unforeseeable, whether based upon Title III of the ADA, the Unruh Act or Disabled

1 Persons Act, or based upon any other federal, state or local law, rule or regulation, order,
2 or ordinance relating to or concerning equal access for legally blind or visually disabled
3 persons who travel with Service Animals, which were alleged, or which could have been
4 alleged, in the Complaint or any other court or administrative proceeding relating to the
5 subject matter of the Complaint, that arose on or before the Effective Date. This is
6 intended to include claims for injunctive relief, declaratory relief, and attorneys' fees, costs
7 and expenses relating to the current action. The named Plaintiffs also release all damage
8 claims that arose up through the Effective Date. This release excludes damage claims by
9 the Settlement Class.

10 **15. Miscellaneous**

11 **A. Entire Agreement.** This Agreement contains the entire agreement between
12 the Parties. The terms of this Agreement supersede any prior discussions, understandings,
13 or agreements between the Parties relating to this matter. No modifications or limits will
14 be binding on the Parties unless expressly provided for in this Agreement or made by
15 writing signed by all of the Parties.

16 **B. Counterparts.** This Agreement may be executed in counterparts, each of
17 which will be considered an original, but all of which, when taken together, will constitute
18 one and the same instrument.

19 **C. Interpretation.** This Agreement is deemed to have been drafted by all
20 Parties hereto, as a result of arm's length negotiations among the Parties. Whereas all
21 Parties have contributed to the preparation of this Agreement, it shall not be construed
22 more strictly against one party than another. The headings in this Agreement are solely for
23 convenience and will not be considered in its interpretation. Where required by context,
24 the plural includes the singular and the singular includes the plural.

25 **D. Choice of Law.** This Agreement shall be governed, construed, and
26 interpreted in accordance with the laws of California.

27 **E. Severability.** In the event any portion of this Agreement is deemed to be
28 unenforceable, or is in conflict with applicable law, the remainder of this Agreement will

1 be enforced and will remain in full force and effect. Nothing in this Agreement shall be
2 construed to require the Parties to act contrary to state or federal laws, regulations, or
3 guidelines.

4 **F. Execution.** The Parties, having carefully read this Agreement, and having
5 consulted or having been given an opportunity to consult legal counsel, hereby
6 acknowledge their agreement to all of the foregoing terms and conditions by executing this
7 Agreement. Each signatory hereto represents and warrants that it is authorized to sign this
8 Agreement on behalf of the respective party. Facsimile and PDF signatures on this
9 Agreement shall be treated as original signatures. A copy of this Agreement shall be
10 treated as an original.

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