

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“*Agreement*” or “*Settlement*”) is entered into by and between RideCharge, Inc., Administrative Services Cooperative, Inc., L.A. Taxi Cooperative, Inc., Yellow Cab of South Bay Cooperative, Inc. (together, the “*Defendants*”), the National Federation of the Blind, Rick Boggs, Geraldine Croom, Rochelle Houston, and Tina Thomas (together, the “*Plaintiffs*”). Plaintiffs and Defendants are hereafter referred to as the “*Parties*.”

RECITALS

WHEREAS, Plaintiffs filed a complaint against Defendants in United States District Court for the Central District of California on April 2, 2014 (the “*Lawsuit*”). The Lawsuit was assigned the civil action number 2:14-cv-2490 and was assigned to the Honorable John F. Walter.

WHEREAS, Plaintiffs’ Complaint alleged that Defendants violated the Americans with Disabilities Act (ADA), 42 U.S.C. § 12181 et seq., the California Unruh Civil Rights Act, California Civil Code § 51 et seq., and the California Disabled Persons Act, California Civil Code §§ 54 et seq., by denying Plaintiffs access to Defendants’ self-service point-of-sale terminals. The Plaintiffs sought injunctive and monetary relief.

WHEREAS, Defendants deny the allegations against them and deny that their self-service point-of-sale terminals were inaccessible. This settlement agreement shall not constitute any admission of any liability.

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 Defendants for valuable consideration, the receipt and sufficiency of which are hereby acknowledged. That desire manifests itself by concluding all pending and/or threatened litigation between Plaintiffs and Defendants related to the Lawsuit.

WHEREAS, The Parties now desire to resolve their differences and disputes between them related to the Lawsuit in consideration of the following terms set forth in this Agreement.

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.

“**Accessibility Mode**” refers to the functionality in RideCharge Terminals that enables a Non-Visual User Interface.

“**ASC**” refers to Administrative Services Cooperative, Inc. and its directors, officers, employees, partners, principals, agents, shareholders, attorneys, accountants, auditors, advisors, consultants, personal or legal representatives, tenants, households, predecessors, successors, parents, subsidiaries, affiliates, divisions, heirs, assigns, or related or affiliated entities.

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“**Blind Riders**” refers to persons who are legally blind. Legally blind individuals includes all persons with visual impairments who meet the definition of blindness in that they have central visual acuity no greater than 20/200 in the better eye, with corrective lenses, as measured by the Snellen test, or visual acuity greater than 20/200, but with a limitation in the field of vision such that the widest diameter of the visual field subtends an angle not greater than 20 degrees.

“**Defendants**” refers to RideCharge, Inc., Administrative Services Cooperative, Inc., L.A. Taxi Cooperative, Inc., Yellow Cab of South Bay Cooperative, Inc., and their directors, officers, employees, partners, principals, agents, shareholders, attorneys, accountants, auditors, advisors, consultants, personal or legal representatives, tenants, households, predecessors, successors, parents, subsidiaries, affiliates, divisions, heirs, assigns, or related or affiliated entities.

“**Effective Date**” refers to the date by which this Agreement is fully executed by the Parties.

“**LA Taxi**” refers to L.A. Taxi Cooperative, Inc. and its directors, officers, employees, partners, principals, agents, shareholders, attorneys, accountants, auditors, advisors, consultants, personal or legal representatives, tenants, households, predecessors, successors, parents, subsidiaries, affiliates, divisions, heirs, assigns, or related or affiliated entities.

“**NFB**” refers to the National Federation of the Blind and each of its directors, board members, officers, agents, employees, affiliates, or state, local or other chapters. NFB shall not mean any other individual member of NFB.

“**Plaintiffs**” refers to National Federation of the Blind, Rick Boggs, Geraldine Croom, Rochelle Houston, and Tina Thomas.

“**Plaintiffs’ Counsel**” refers to Disability Rights Advocates, LaBarre Law Offices, and TRE Legal Practice.

“**RideCharge**” refers to RideCharge, Inc. and its directors, officers, employees, partners, principals, agents, shareholders, attorneys, accountants, auditors, advisors, consultants, personal or legal representatives, tenants, households, predecessors, successors, parents, subsidiaries, affiliates, divisions, heirs, assigns, or related or affiliated entities.

“**RideCharge Terminals**” refers to RideCharge Passenger Information Monitors, which provide ride information and fare payment services.

“**SBC**” refers to Yellow Cab of South Bay Cooperative, Inc. and its directors, officers, employees, partners, principals, agents, shareholders, attorneys, accountants, auditors, advisors, consultants, personal or legal representatives, tenants, households, predecessors, successors, parents, subsidiaries, affiliates, divisions, heirs, assigns, or related or affiliated entities.

“**Taxi Operators**” refers to Administrative Services Cooperative, Inc., L.A. Taxi Cooperative, Inc., Yellow Cab of South Bay Cooperative, Inc., and their directors, officers, employees, partners, principals, agents, shareholders, attorneys, accountants, auditors, advisors,

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consultants, personal or legal representatives, tenants, households, predecessors, successors, parents, subsidiaries, affiliates, divisions, heirs, assigns, or related or affiliated entities.

2. Alterations to Ridecharge Terminals

2.1 Installation of the Nonvisual User Interface in Existing RideCharge Terminals.

(a) RideCharge shall modify all RideCharge Terminals as follows (hereafter the “*Nonvisual User Interface*”):

(i) Install RideCharge’s existing Accessibility Mode to orally convey the text and controls necessary for Blind Riders to determine their vehicle location in transit when available, obtain information about their taxis when available, review their fares, review tip options, select tip amounts, pay for rides, and obtain receipts, to the extent these or similar services are offered to sighted riders.

(ii) RideCharge’s Accessibility Mode shall provide the following specific features, to the extent RideCharge’s existing Accessibility Mode does not already do so and to the extent these or similar services are offered to sighted riders.

(1) The Accessibility Mode shall enable users to control the speed of the text-to-speech output.

(2) When a user opens the audio options menu in Accessibility Mode, the RideCharge Terminal shall state that the audio options menu has opened. When a user closes the audio options menu in Accessibility Mode, the RideCharge Terminal shall state that the audio options menu has closed.

(3) The Accessibility Mode shall enable a user to interrupt spoken messages so that the user can navigate to the next or prior screen or control without listening to the entire audio prompt for the current screen or control.

(4) The Accessibility Mode shall provide a control that enables a user to repeat the trip fare during the fare payment process.

(5) When a payment is successfully submitted using the Accessibility Mode, the RideCharge Terminal shall state that the payment is complete.

(6) When Accessibility Mode is deactivated, it shall clearly state that it has been deactivated so that a user understands Accessibility Mode is no longer engaged.

(b) **Timeline for Modifications.** RideCharge shall equip all currently existing RideCharge Terminals in the United States with the Nonvisual User Interface within six months of the Effective Date. The Taxi Operators shall use reasonable efforts to ensure that their existing RideCharge Terminals are equipped with the Nonvisual User Interface within twelve months of the Effective Date.

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2.2 New Terminals.

(a) RideCharge will ensure that if any new RideCharge Terminals are deployed in the United States for use by members of the general public after the Effective Date, those RideCharge Terminals will possess the Nonvisual User Interface described in Section 2.1 herein, or will otherwise ensure that the new RideCharge Terminals are accessible to Blind Riders so that they will orally convey the text and controls necessary for blind riders to access the features described in 2.1(a)(i)&(ii) to the extent such features are provided to sighted riders.

(b) The Taxi Operators will ensure that if any new RideCharge Terminals are placed in its taxicabs after the Effective Date, those RideCharge Terminals will possess the Nonvisual User Interface described in Section 2.1 herein, or will otherwise ensure that the new RideCharge Terminals are accessible to Blind Riders.

2.3 Waiver of Claims for Further Alterations. Plaintiffs expressly waive any claims for any further alterations to RideCharge Terminals that could have been brought prior to the Effective Date of this Agreement.

3. Term of the Agreement

3.1 The term of this Agreement shall be three years from the Effective Date.

4. Reporting.

4.1 Within thirty (30) days after RideCharge has deployed the Nonvisual User Interface to all RideCharge Terminals in the United States that have come in for updates in accordance with Section 2.1 of this agreement, RideCharge shall provide a letter to Plaintiffs' Counsel confirming that the Nonvisual User Interface has been deployed.

5. Maintenance of Nonvisual User Interface

5.1 To the extent Ridecharge has control over maintenance of Ridecharge terminals deployed during the term of this Agreement, Ridecharge shall take reasonable steps to ensure that the features of the Non Visual User Interface as described in Section 2 of this Agreement are maintained in operable condition for use by blind riders.

5.2 The Taxi Operators will take reasonable steps to ensure that its drivers maintain the availability and functionality of the Non Visual User Interface in Ridecharge systems deployed in their taxicabs during the term of this agreement.

5.3 Ridecharge will provide, on its website, a contact telephone number or email address for blind riders to report problems with the functionality of the Non Visual User Interface during the term of this Agreement.

6. Enforcement of Agreement

All disputes concerning compliance with this Agreement shall be resolved as follows:

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6.1 Written Notice with Time to Cure Noncompliance with Agreement. At any time in which Plaintiffs believe that Defendants are not in compliance with this Agreement, Plaintiffs shall notify Defendants of the noncompliance, and Defendants shall have ninety (90) days from receipt of said notice to cure the alleged breach. Once Defendants cure the breach, Defendants shall notify Plaintiffs' Counsel in writing that Defendants have cured the breach. Defendants shall provide this written notice to Plaintiffs' counsel within the ninety-day period set forth in this paragraph.

6.2 Written Notice with Time to Cure Further Violations. In the event any Plaintiff believes at any time in the future that Defendants' Terminals constitute a violation of the accessibility requirements of the ADA or similar state laws, regulations, or codes, Plaintiffs shall provide written notice to Defendants' counsel detailing the claimed violation(s). Defendants shall thereafter have ninety (90) days to cure such alleged violation before Plaintiffs may institute any legal action to compel compliance.

6.3 Meet and confer. If Defendants assert that they are unable to cure the noncompliance within ninety days or if Defendants dispute the existence of a violation of this Agreement, the Parties shall meet and confer in good faith to attempt to resolve the dispute.

6.4 Mediation. If the Parties are unable to resolve the dispute through the meet and confer process within ninety (90) days, Plaintiffs may bring the dispute to Mr. Jordan Lurie or another mutually agreeable third-party neutral. If Mr. Lurie is unavailable within ninety (90) days and the Parties cannot agree on another neutral, then the Parties shall request that JAMS provide a list of five randomly chosen neutrals with each Party having the right to strike two names from the list to determine the neutral to mediate the matter.

6.5 Binding arbitration. If the Parties are unable to resolve the dispute through the meet and confer process or mediation according to the timelines set forth herein, Plaintiffs may bring the dispute to a mutually agreeable third-party neutral from the American Arbitration Association or JAMS. If the Parties cannot agree on a neutral, then the Parties shall request that JAMS provide a list of five randomly chosen neutrals with each Party having the right to strike two names from the list to determine the arbitrator to hear the matter. The arbitrator shall award relief in accordance with applicable law. The decision of the arbitrator shall be binding on the Parties.

7. Payments to Individual Named Plaintiffs

7.1 Within forty-five (45) days after the Effective Date, RideCharge shall make a payment of \$5,000 to each of the following individual Plaintiffs in this Lawsuit: Rick Boggs, Geraldine Croom, Rochelle Houston, and Tina Thomas.

7.2 Within forty-five (45) days after the Effective Date, RideCharge shall make a payment of \$25,000 to NFB.

7.3 RideCharge shall direct payments to Plaintiffs set forth herein to Scott LaBarre, Esq., 1660 South Albion Street, Suite 918, Denver, CO 80222.

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7.4 RideCharge will issue a form 1099-MISC reflecting the Settlement Payment amount. Plaintiffs shall be solely responsible for federal, state and local taxes due on their respective portions of the Settlement Payment, and each specifically agrees to indemnify and hold RideCharge harmless for any claims involving federal, state or local taxes resulting from such responsibility.

7.5 Plaintiffs agree and acknowledge that the payment obligations set forth in this section apply only to RideCharge and expressly do not apply to the Taxi Operators. Plaintiffs agree that the Taxi Operators are not subject to these payment obligations and agree that the Taxi Operators shall not be held liable in the event of any dispute regarding the payment obligations set forth herein.

8. Attorneys' Fees and Costs

8.1 RideCharge agrees to make the following payments in attorneys' fees and costs to Plaintiffs' Counsel for their work on this matter: (1) \$40,000 on or before December 31, 2015, (2) \$40,000 on or before December 31, 2016, and (3) \$40,000 on or before December 31, 2017. These attorneys' fees and costs total \$120,000. Defendants shall direct payment of attorneys' fees to Disability Rights Advocates, 2001 Center Street, Fourth Floor, Berkeley, CA 94704.

8.2 RideCharge will issue a form 1099-MISC reflecting the Attorneys' Fees and Costs. Plaintiffs' Counsel shall be solely responsible for federal, state and local taxes due on their respective portions of the Attorneys' Fees and Costs, and each specifically agrees to indemnify and hold RideCharge harmless for any claims involving federal, state or local taxes resulting from such responsibility.

8.3 Plaintiffs and Plaintiffs' Counsel agree and acknowledge that the payment obligations set forth in this section apply only to RideCharge and expressly do not apply to the Taxi Operators. Plaintiffs agree that the Taxi Operators are not subject to these payment obligations and agree that the Taxi Operators shall not be held liable in the event of any dispute regarding the payment obligations set forth herein.

9. Release

9.1 Release of Claims in Full/Covenant Not to Sue. Effective on the Effective Date of this agreement, Plaintiffs and each of their executors, successors, heirs, assigns, administrators, agents, and representatives, in consideration of the relief set forth herein, fully and finally release Defendants and their present and former parents, subsidiaries, affiliates, and insurers, and each of their respective present, former, or future officers, directors, employees, shareholders, administrators, executors, affiliates, successors, and assigns (collectively, "**Released Parties**") from any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action, currently known or unknown, foreseeable or unforeseeable, alleged, or which could have been alleged, in the Lawsuit or any other court or administrative proceeding relating to the subject matter of the Lawsuit. Plaintiffs also acknowledge and agree that they will not encourage other persons or parties to take action against Defendants or Defendants' Released Parties as to the Lawsuit and/or the subjects released herein or subject to this covenant not to sue.

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9.2 Civil Code Section 1542 Waiver. Plaintiffs expressly waive the rights provided under California Civil Code Section 1542 relating to the subject matter of this litigation as to Defendants and Defendants' Released Parties, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IS KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs understand the significance and consequences of a California Civil Code Section 1542 waiver, and they expressly and knowingly assume full responsibility for, and risk of, any damages or losses caused by this waiver.

9.3 Full and Knowing Waiver. Plaintiffs consulted with independent counsel, or had and declined the opportunity to do so, and executed this Agreement with a complete understanding of its legal effect. Plaintiffs understand that by executing this Agreement, they expressly waive all of the aforementioned rights, and bind themselves to the terms of this Agreement.

10. Miscellaneous

10.1 Dismissal. Upon the Effective Date of this Agreement, Plaintiffs shall permit the Court to dismiss this action with prejudice in accordance with the Court's Order of Dismissal (Dkt. No. 43).

10.2 Communications to RideCharge, the Taxi Operators, and Plaintiffs. Unless otherwise indicated in the Agreement, all notices or communications required by this Agreement shall be in writing by email and U.S. Mail or overnight delivery service addressed as follows:

(a) To RideCharge: Sanders Partee, 5904 Richmond Hwy, Ste 600, Alexandria, VA 22303, copies to: (1) Michelle C. Doolin, Cooley LLP, 4401 Eastgate Mall, San Diego, CA 9212, and (2) Michael Lincoln, Cooley LLP, One Freedom Square, Reston Town Center, 11951 Freedom Drive, Reston Virginia 20190.

(b) To ASC, LA Taxi, and South Bay Yellow Cab: William Rouse, 2129 W. Rosecrans Ave., Gardena, CA 90249, with a copy to Michelle C. Doolin, Cooley LLP, 4401 Eastgate Mall, San Diego, CA 92121.

(c) To National Federation of the Blind: National Federation of the Blind, Inc., 200 East Wells Street at Jernigan Place, Baltimore, MD 21230, Attn: President; Copies to: (1) Scott LaBarre, Esq., 1660 South Albion Street, Suite 918, Denver, CO 80222, and (2) Disability Rights Advocates, 2001 Center Street, Fourth Floor, Berkeley, CA 94704.

10.3 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

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on the Parties unless expressly provided for in this Agreement or made by writing signed by all of the Parties.

10.4 Capacity of Plaintiffs. Plaintiffs represent and warrant that they have the full power, capacity, and authority to enter into this Agreement, and no claim, right, demand, action, or cause of action, relating to the Lawsuit was assigned to any person who, or entity which is not a Party to this Agreement.

10.5 Binding Effect of Agreement. Plaintiffs agree that if the facts upon which this Agreement is based are found to be different from the facts they now believe to be true, this Agreement will nevertheless remain binding and fully effective.

10.6 Voluntary Action. Plaintiffs enter into this Agreement knowingly and voluntarily.

10.7 No Further Action. Counsel for Plaintiffs represent and warrant that they are not aware of any other potential plaintiff or potential class member or any attorney who intends to make demands or bring litigation against Defendants for violations of the ADA, Unruh Civil Rights Act, and/or the California Disabled Persons Act. Plaintiffs and their counsel further represent and warrant that they have not been notified or otherwise informed of any such intention or consideration thereof.

10.8 Authority. The Parties expressly warrant that they have been authorized to execute this Agreement and to bind their respective Parties to its terms and provisions.

10.9 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.

10.10 Confidentiality. This Agreement, with the exception of Recitals and Sections 2 and 5, and the terms and conditions set forth herein shall be strictly confidential by the Parties and shall not be disclosed by the Parties voluntarily to any third party other than the Parties' attorneys and accounts.

Either or both parties may publicize the nonconfidential portions of this agreement, provided that neither party disparages the other and that any public communication regarding the agreement reflects Defendants' denial of Plaintiffs' claims. The parties may agree to a joint press release if they both desire, but in the event they cannot agree on the language of such a release, either or both may still publicize the agreement in accordance with the terms above. Notwithstanding the foregoing, the terms and conditions of this Agreement may be disclosed: (a) to a court, governmental, or arbitral body having jurisdiction to require and actually requiring such disclosure; (b) as may be required by law; or (c) in any action or proceeding to enforce this Agreement.

10.11 Non-Disparagement. Plaintiffs shall not make any disparaging remarks and/or statements about Defendants.

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10.12 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.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of California.

10.13 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 Defendants to act contrary to state or federal laws, regulations, or guidelines.

SIGNATURES APPEAR ON FOLLOWING PAGE

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By Plaintiffs:

Dated: _____, 2015

RICK BOGGS

Dated: _____, 2015

GERALDINE CROOM

Dated: _____, 2015

ROCHELLE HOUSTON

Dated: _____, 2015

TINA THOMAS



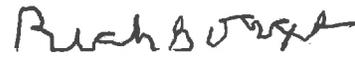
Dated: May 29, 2015

MARK A. RICCOBONO, NATIONAL
FEDERATION OF THE BLIND

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By Plaintiffs:

Dated: MAY-30, 2015



RICK BOGGS

Dated: _____, 2015

GERALDINE CROOM

Dated: _____, 2015

ROCHELLE HOUSTON

Dated: _____, 2015

TINA THOMAS



Dated: May 29, 2015

MARK A. RICCOBONO, NATIONAL
FEDERATION OF THE BLIND

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By Plaintiffs:

Dated: _____, 2015

RICK BOGGS

Dated: 5/29, 2015

Geraldine Croom
GERALDINE CROOM

Dated: May 29, 2015

Rochelle Houston
ROCHELLE HOUSTON

Dated: _____, 2015

TINA THOMAS

Dated: May 29, 2015

Mark A. Riccobono
MARK A. RICCOBONO, NATIONAL
FEDERATION OF THE BLIND

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By Plaintiffs:

Dated: _____, 2015

RICK BOGGS

Dated: _____, 2015

GERALDINE CROOM

Dated: _____, 2015

ROCHELLE HOUSTON

Dated: 6-1, 2015

Tina

TINA THOMAS

Dated: May 29, 2015

Mark A. Riccobono

MARK A. RICCOBONO, NATIONAL
FEDERATION OF THE BLIND

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By Defendants:

Dated: June 3, 2015



SANDERS PARTEE, REPRESENTATIVE
OF RIDECHARGE, INC.

Dated: _____, 2015

WILLIAM ROUSE, REPRESENTATIVE OF
ADMINISTRATIVE SERVICES
COOPERATIVE, INC., L.A. TAXI
COOPERATIVE, INC., YELLOW CAB OF
SOUTH BAY COOPERATIVE, INC.

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By Defendants:

Dated: _____, 2015

SANDERS PARTEE, REPRESENTATIVE
OF RIDECHARGE, INC.

Dated: 6/3/_____, 2015



WILLIAM ROUSE, REPRESENTATIVE OF
ADMINISTRATIVE SERVICES
COOPERATIVE, INC., L.A. TAXI
COOPERATIVE, INC., YELLOW CAB OF
SOUTH BAY COOPERATIVE, INC.