

1 LAURENCE PARADIS – Cal. Bar No. 122336
JULIA MARKS – Cal. Bar No. 300544
2 DISABILITY RIGHTS ADVOCATES
2001 Center Street, Fourth Floor
3 Berkeley, California 94704
Telephone: (510) 665-8644
4 Facsimile: (510) 665-8511
Email: lparadis@dralegal.org

5 TIMOTHY ELDER – Cal. Bar No. 277152
6 TRE LEGAL PRACTICE
4226 Castanos Street
7 Fremont, California 94536
Telephone: (410) 415-3493
8 Facsimile: (888) 718-0617
Email: telder@trelegal.com

9 MICHAEL W. BIEN – Cal. Bar No. 096891
10 MICHAEL S. NUNEZ – Cal. Bar No. 280535
ROSEN BIEN GALVAN & GRUNFELD LLP
11 50 Fremont Street, 19th Floor
San Francisco, California 94105
12 Telephone: (415) 433-6830
Facsimile: (415) 433-7104
13 Email: mbien@rbgg.com
mnunez@rbgg.com

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 PEDERSEN,

21 Plaintiffs,

22 v.

23 UBER TECHNOLOGIES, INC.,

24 Defendant.

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

**SETTLEMENT AGREEMENT AND
RELEASE**

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

11 **RECITALS**

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

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

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

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

28 WHEREAS, the Parties now desire to resolve their differences and disputes

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 at
17 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
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

9. Scope of the Agreement

A. 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.

B. 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.

10. Dispute Resolution

A. 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

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.

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: April 29, 2016

NATIONAL FEDERATION OF THE
BLIND



By: _____
Mark Riccobono
President

Dated: April __, 2016

NATIONAL FEDERATION OF THE
BLIND OF CALIFORNIA

By: _____
Mary Willows
President

Dated: April __, 2016

Michael Kelly

Dated: April __, 2016

Michael Hingson

Dated: April __, 2016

Michael Pedersen

Dated: April 29, 2016

UBER TECHNOLOGIES, INC.

By: _____
Dalene Bramer
Senior Counsel

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: April __, 2016

NATIONAL FEDERATION OF THE
BLIND

By: _____
Mark Riccobono
President

Dated: April __29__, 2016

NATIONAL FEDERATION OF THE
BLIND OF CALIFORNIA

By: Mary Willows
Mary Willows
President

Dated: April __, 2016

Michael Kelly

Dated: April __, 2016

Michael Hingson

Dated: April __, 2016

Michael Pedersen

Dated: April 29, 2016

UBER TECHNOLOGIES, INC.

By: _____
Dalene Bramer
Senior Counsel

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: April __, 2016

NATIONAL FEDERATION OF THE
BLIND

By: _____
Mark Riccobono
President

Dated: April __, 2016

NATIONAL FEDERATION OF THE
BLIND OF CALIFORNIA

By: _____
Mary Willows
President

Dated: May 5, 2016



Michael Kelly

Dated: April __, 2016

Michael Hingson

Dated: April __, 2016

Michael Pedersen

Dated: April 29, 2016

UBER TECHNOLOGIES, INC.

By: _____
Dalene Bramer
Senior Counsel

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: April __, 2016

NATIONAL FEDERATION OF THE
BLIND

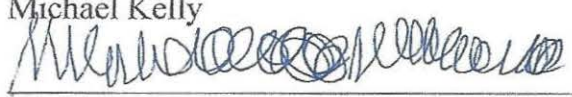
By: _____
Mark Riccobono
President

Dated: April __, 2016

NATIONAL FEDERATION OF THE
BLIND OF CALIFORNIA

By: _____
Mary Willows
President

Dated: April __, 2016

Michael Kelly


Michael Hingson

Dated: April 29, 2016

Dated: April __, 2016

Michael Pedersen

Dated: April 29, 2016

UBER TECHNOLOGIES, INC.

By: _____
Dalene Bramer
Senior Counsel

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: April __, 2016

NATIONAL FEDERATION OF THE
BLIND

By: _____
Mark Riccobono
President

Dated: April __, 2016

NATIONAL FEDERATION OF THE
BLIND OF CALIFORNIA

By: _____
Mary Willows
President

Dated: April __, 2016

Michael Kelly

Dated: April __, 2016

Michael Hingson 

Dated: April 29, 2016

Michael Pedersen

Dated: April 29, 2016

UBER TECHNOLOGIES, INC.

By: _____
Dalene Bramer
Senior Counsel

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: April __, 2016

NATIONAL FEDERATION OF THE
BLIND

By: _____
Mark Riccobono
President

Dated: April __, 2016

NATIONAL FEDERATION OF THE
BLIND OF CALIFORNIA

By: _____
Mary Willows
President

Dated: April __, 2016

Michael Kelly

Dated: April __, 2016


Michael Hingson

Dated: April __, 2016

Michael Pedersen

Dated: April 29, 2016

UBER TECHNOLOGIES, INC.

By: 

Dalene Bramer
Senior Counsel

ADDENDUM 1

ADDENDUM 1

This document describes the “pop-up” notification that Uber will push to new and existing Drivers in accordance with the accompanying Settlement Agreement.

Once the pop-up is pushed to the Driver App, the Driver will be unable to proceed to use the Driver App until the Driver completes the user interactions outlined below. A Driver shall not be able to circumvent the suspended functionality by using a different device or logging in and out of their account.

The content of the pop-up notification will be as follows:

[Screen 1]:

[This screen shall contain the following text]:

You have a legal obligation to transport riders who have guide dogs or other service animals. Allergies and religious objections are not exceptions. Uber will terminate its contractual relationship with any drivers who refuse to transport riders with service animals as required by governing law. For more information read the [link]: [Service Animal Policy](#).

[If the Driver taps the link they will be taken to the Service Animal Policy along with a back button to return to the original screen.]

Service animals are animals trained to assist people with disabilities. Most service animals are dogs. There are many types of service animals, including guide dogs that help blind people travel and signal dogs that alert people who are deaf or hard of hearing about relevant sounds. [Link]: [Learn more about service animals](#).

[Tapping the “Learn more about service animals” link will launch a webpage containing information about guide dogs and other types of service animals. The page shall contain pictures of guide dogs and other service animals.]

[Below the above text is a continue button that moves to the next screen if pressed.]

[Button]: **Continue**

[Screen 2]:

[This screen shall contain three-choice checkbox buttons with no choices selected by default and a “Continue” button deactivated by default until all three checkbox buttons are selected.]

[The following text shall appear at the top of the screen]:

To comply with your legal obligations as outlined in Uber’s Service Animal Policy, you must agree to:

(Check each box to indicate that you understand.)

[Checkbox 1]: **Transport riders with service animals even if you are afraid of dogs, dislike dogs, or hold other objections to dogs.**

[Checkbox 2]: **Transport riders with service animals even if you are allergic to dogs, and even if someone else who uses the car is allergic to dogs.**

[Checkbox 3]: **Transport groups of riders with more than one service animal if they can safely fit in your vehicle.**

[Button]: **Continue**

[When the user clicks the “continue” button, then proceed to screen 3.]

[Screen 3]:

[Screen 3 will contain the following text]:

Do you agree to transport riders with service animals and consent to Uber’s Service Animal Policy?

[Below this text, this screen shall contain a two-choice radio button with neither choice selected by default and a “Continue” button deactivated by default until either radio option is selected.]

[Radio option 1]: **Yes, I agree to transport riders with Service Animals in my vehicle, and I consent to Uber’s Service Animal Policy.**

[Radio option 2]: **No, I disagree. I will not transport service animals, and I do not consent to Uber’s Service Animal Policy.**

[Button]: **Continue**

[If radio option 1 is selected when the Continue button is pressed, then the pop up will proceed to Screen 4.]

[If radio option 2 is selected when the continue button is pressed, then Uber will store an internal record that the specific Driver account initially activated the “disagree” option and the pop up will continue to Screen 5.]

[Screen 4]

Includes the following text:

Thank you for agreeing to Uber's Service Animal Policy. If Uber determines you have breached your obligations as outlined in this policy, you will be permanently blocked from the Uber Driver App.

[The pop up then proceeds with normal functionality.]

[Screen 5]:

[This screen shall contain the following text]:

Unfortunately you are not eligible to drive on the Uber platform at this time.

[DRIVER GETS SECOND OPPORTUNITY TO ANSWER THE THREE QUESTIONS. FAILURE TO AGREE TO TRANSPORT SERVICE ANIMALS AND COMPLY WITH UBER'S SERVICE ANIMAL POLICY BY CHECKING THE THREE CHECKBOXES ON SCREEN 3 AND INDICATING AGREEMENT ON SCREEN 4 ABOVE WILL LEAD TO PERMANENT BAR OR DEACTIVATION FROM THE PLATFORM.]

ADDENDUM 2

Addendum 2
Guidance For Customer Service Team Members
On How To Evaluate Complaints Against Driver-Partners
About
Alleged Discrimination Against Riders With Service Animals*

[*Subject to further non-substantive, stylistic revision]

I. When To Use This Document:

Members of the Access Complaint Team should use this document when evaluating:

- a. Complaints from riders with service animals; AND
- b. Driver-partner requests for cleaning fees for trips involving riders with service animals.

II. What Is A “Service Animal”?

Service animals are animals that are trained to assist people with disabilities. Most service animals are dogs. Service animals are trained to assist people with many different types of disabilities.

Here are a few examples of common service animals. Remember that there are other types of service animals as well.

1. **Guide animals.** Guide animals, which are typically dogs, guide blind people.
2. **Signal dogs.** Signal dogs alert people who are deaf or hard of hearing to relevant noises, such as a door bell or an alarm.
3. **Seizure dogs.** Seizure dogs help people when they are having seizures.
4. **Mobility assistance dogs.** These dogs assist people with mobility disabilities by opening doors or retrieving dropped items.

III. What Is Uber’s Service Animal Policy?

Governing law requires that driver-partners transport riders with service animals. There is no exemption for animal allergies, religious objections, or a generalized fear of animals.

Uber will terminate its contractual relationship with a driver-partner in either of the following situations:

1. Uber determines that the driver-partner **knowingly** refused to transport a rider with a service animal because of the service animal ; OR
2. Uber receives plausible complaints on more than one occasion that the driver-partner refused to transport a rider with a service animal.

IV. Navigating A Service Animal Complaint

After receiving a complaint that a driver-partner refused to transport a rider with a service animal, you should do all of the following:

1. Investigate the complaint.
2. Determine whether the driver-partner violated his/her legal obligations and Uber's service animal policy.
3. Determine, in conjunction with Legal, whether the driver-partner's conduct warrants contract termination.
4. Follow up with the rider who experienced the denial of service.

A. Step 1: Investigate The Complaint

1. Reach out to the rider or the person who filed the complaint to get more information about what happened. Here are a few points to keep in mind for the call:
 - a. The rider does NOT need to disclose his or her specific disability.
 - b. The rider does NOT need to provide documentation proving that his or her animal is a service animal.
 - c. Inform the rider that you will follow up with him or her within one week, if possible, to let the rider know what action was taken regarding the complaint.
 - d. If the rider had a companion or companions who observed the incident, you should also speak with these individuals if they are willing to discuss the incident with you.
2. Reach out to the driver-partner to get more information about what happened.

- a. If this is the first complaint that the driver-partner has refused to take a rider with a service animal, let the driver-partner know that Uber has deactivated their account pending review of the complaint. Then you should ask the driver-partner to explain what happened during the incident. You should ask the driver-partner open-ended questions to give the driver-partner an opportunity to fully explain his or her understanding of the situation.
 - i. If the driver-partner tells you that the rider's dog was dangerous or was out of control, you should ask the driver-partner to provide specific details about why he or she thought the dog was dangerous or out of control. You should also reach out to the rider again to ask him or her about the dog's behavior during the incident.
 - ii. If the driver-partner says that the rider's dog had an accident or vomited in the vehicle, then you should ask the driver-partner to provide evidence (e.g., photo) of the accident.
- b. If this is the second plausible complaint after [date by which all drivers must accept service animal policy through Uber app] that the driver-partner has refused to take a rider with a service animal, let the driver-partner know that Uber has permanently deactivated their account.

B. Step 2: Determine Whether The Driver-Partner Violated The Law

The driver-partner violated the law if the driver-partner **knowingly** refused to transport a rider with a service animal because of the animal.

Here are the only situations where a driver-partner can lawfully refuse to transport a rider with a service animal without violating the ADA or similar state law:

1. The rider's service animal actually bit the driver-partner or another rider, or made a serious attempt to bite the driver-partner or another rider.
2. The rider's service animal either urinated or defecated in the driver-partner's vehicle.
3. The rider's service animal was out of control and the rider was unable or unwilling to regain control over the service animal.
4. The driver-partner refused to transport the rider for reasons unrelated to the service animal. For example, the rider's desired destination was far away,

such as over one hundred miles, and the driver did not want to drive that far.

The following are NOT acceptable reasons for a driver-partner to refuse to transport a rider with a service animal:

1. The driver-partner is allergic to animals.
2. Another person who drives the vehicle is allergic to animals.
3. The driver-partner is afraid of animals or dislikes animals.
4. The driver-partner has religious or cultural objections to animals.
5. The rider did not have written documentation proving that the rider's animal is a service animal. People with disabilities are not required to carry documentation proving that their animals are service animals.
6. The rider's service animal was not wearing a special vest, ID tag, or harness. Service animals are not required to wear special vests, ID tags, or harnesses.
7. The rider's service animal began to bark or make other noises, but the rider stopped this behavior.
8. The rider's service animal was smelly.
9. The driver-partner was worried that the rider's service animal would shed hair in the vehicle.
10. The driver-partner was worried that the rider's service animal would make a mess by vomiting, urinating, or defecating in the vehicle.

How Do I Know If The Driver-Partner Is Subject To Contract Termination Under Uber's Service Animal Policy?

1. If this is the first service animal complaint against the driver-partner, you should conclude that the driver-partner is subject to contract termination under Uber's service animal policy if:
 - a. The driver-partner admits that he/she was on notice that the rider's animal was a service animal and that the driver-partner refused to transport the rider because of the service animal; or

- b. You obtain reliable evidence (including a text message thread or phone message) through your investigation of the incident showing all of the following are true:
 - i. The driver-partner refused to transport a rider with a service animal.
 - ii. The rider communicated to the driver-partner that the rider's animal was a service animal, or it was clear from the circumstances that the rider's animal was a service animal.
 - iii. There was no legitimate reason for the driver's refusal. Legitimate reasons for canceling the ride include the service animal not being housebroken, the service animal being out of control, the service animal engaging in dangerous behavior such as biting or attempted biting, and other permissible reasons unrelated to the service animal.
- 2. If this is the second service animal complaint against the driver-partner, you should conclude that the driver-partner is subject to contract termination under Uber's service animal policy if it is the second such plausible complaint since [date when drivers must accept service animal policy in popup].

C. Step 3: What Action To Take With The Driver-Partner?

You should terminate the driver-partner's contractual relationship with Uber if the conduct in question meets the standards set forth in Section B above.

If this is the first plausible complaint that a driver-partner refused a ride because of a service animal and you do not determine that the driver-partner violated Uber's service animal policy, you should note in the driver-partner's account that there was a complaint that the driver-partner refused to transport a rider with a service animal. You may not always be able to reliably determine what happened without significant investigation. In such cases a Rider's complaint is always plausible unless there is an objective reason that the Rider is misstating the facts or not telling the truth. Disputes in which the Driver and the Rider have competing plausible versions of what happened should be resolved in favor of the Rider.

D. Step 4: Following Up With The Rider

First, you must refund any cancellation fees that were charged in connection with the cancelled trip that is the basis of the complaint.

If you terminate Uber's relationship with the driver-partner, you must provide the rider with a \$25 account credit.

You must also email the rider within one week from the date of the complaint, if possible, to inform him or her about all of the following:

1. Whether Uber determined that the driver-partner violated Uber's service animal policy.
2. Whether Uber (i) terminated its relationship with the driver-partner (this applies if there was a knowing violation or if this is the second plausible complaint); (ii) determined that the complaint was plausible but could not determine if there was an intentional violation, and thus has noted in the driver-partner's account that a plausible complaint was made against the driver-partner (this applies if this is the first such plausible complaint); or (iii) determined that the complaint was not plausible. (Customer service responses need not use the word plausible so long as it is clear from the response that the complaint was not addressed by either termination or a warning.) When noting in the driver-partner's account that a plausible complaint has been made, you should explain to the rider that any second complaint submitted to Uber alleging that the particular driver-partner at issue refused to transport a rider with a service animal will result in permanent termination of Uber's relationship with the driver-partner.
3. Whether you have refunded any cancellation fees that were charged to the rider.
4. Whether Uber has issued an account credit to the rider.

V. When May Driver-Partners Recover Cleaning Fees From Riders With Service Animals?

Drivers-Partners may be entitled to a cleaning fee based on a ride provided to a rider with a service animal. This section explains when it is appropriate to charge a cleaning fee to a rider with a service animal.

You may charge a rider with a service animal a cleaning fee in any of the following situations:

1. The rider's service animal urinates, vomits, or defecates in the driver-partner's vehicle, and at least two reports have previously been submitted to Uber asserting that the rider's service animal urinated, vomited or defecated in a driver-partner's vehicle.

2. The rider's service animal tears or shreds the upholstery in the driver-partner's vehicle.
3. The rider's service animal cracks, shatters, or destroys doors, windows, or vehicle controls in the driver-partner's vehicle.
4. For any reason unrelated to the rider's service animal where Uber would ordinarily charge a rider without a service animal a cleaning fee. For example, the rider spills a beverage in the vehicle and stains the vehicle's seats.

You may NOT charge a rider with a service animal a cleaning fee in any of the following situations:

1. This is the first or second report that the rider's service animal urinated, vomited, or defecated in a driver-partner's vehicle; OR
2. The rider's service animal shed hair in the driver-partner's vehicle.

ADDENDUM 3

Addendum 3 Complaint Submission Screens**

[**Note: The engineering around this project is ongoing, and therefore the final product may not comport precisely with the below. However, the fundamental features described below will be included.]

Rider App Submission Screen:

Paths to Rider App Service Animal Complaint Screen

1. From The Trip Details (i.e., “Last Trip”) Screen

The “I want to report a service animal issue” link shall be reachable through no more than two linked screens or display interactions from the screen that is presented (1. “Need help?” 2. “I want to report a service animal issue.” The button to reach the service animal complaint submission screen shall be labeled “I want to report a service animal issue” and shall be prominently located.

2. From The Menu Button

The “I want to report a service animal issue” complaint screen shall be reachable through no more than three linked screens or display interactions from the side Menu bar:

1. Help
2. Accessibility
3. I want to report a service animal issue

The button to reach the service animal complaint submission screen shall be labeled “I want to report a service animal issue” and shall be prominently located.

The “I want to report a service animal issue” screen shall contain features similar to those appearing and described below:

TELL US MORE

I want to report a service animal issue

Service animals must be accommodated in compliance with applicable accessibility laws.

Please report any issue involving your service animal here.

WAS YOUR SERVICE ANIMAL DENIED?

Yes or No

TELL US WHAT HAPPENED:

If possible, please include the trip date and time, along with the partner-driver's name

SUBMIT

Text:

I want to report a service animal issue.

Service animals must be accommodated in compliance with applicable accessibility laws.

Please report any issue involving your service animal here.

Was your service animal denied?

[Field box with prompt to type: "Yes or No"]

Tell us what happened:

[Field box: “If possible, please include the trip date and time, along with partner-driver’s name and if the Driver knew it was a Service Animal.”]

[To input details of the incident, click on the field box and it will clear.]

Button: Submit [****Note:** Method of submission to be clearly marked, and will be dependent on Operating System (iOS, Android, etc.)]

[Clicking the Submit or other similarly titled button will transmit the information that the user provided in the form to Uber, and will return the user to their prior location in the app.]

Service Animal Policy On The App:

Uber’s Service Animal Policy can be accessed from the Menu button as follows:

1. Help
2. Accessibility
3. Service Animal Policy

Website Submission Screen:

The form for reporting a service animal issue shall be exactly the same whether filed via the website or the mobile apps.

A rider will arrive at this page by the following process after they have signed into their account:

1. Help
2. Accessibility
3. I want to report a service animal issue

The “I want to report a service animal issue” screen will the same text as that described above.

Service Animal Policy On The Website:

Uber’s Service Animal Policy can be accessed from the Menu button as follows:

1. Help
2. Accessibility
3. Service Animal Policy

ADDENDUM 4

Addendum 4 Service Animal Policy*

[*Subject to further non-substantive, stylistic revision]

State and federal law prohibit driver-partners using the Uber app from denying service to riders with service animals because of the service animals, and from otherwise discriminating against riders with service animals. As explained in Uber's Non-Discrimination Policy, driver-partners who engage in discriminatory conduct in violation of this legal obligation will lose access to the Uber platform.

What is a Service Animal?

A service animal is an animal that is trained to work or perform tasks for an individual with a disability.

The law provides that there are only two questions that a driver-partner may ask to confirm that a rider's animal is a service animal: 1. Is the animal required because of a disability? And, 2. What work or task has the animal been trained to perform? The driver-partner may not request that the rider present documentation proving that the rider's animal is a service animal.

There is no requirement that a service animal wear a tag, be registered, or display any kind of proof that it is a service animal.

Legal Obligations of Driver-Partners

Driver-Partners have a legal obligation to provide service to riders with service animals.

A driver-partner CANNOT lawfully deny service to riders with service animals because of allergies, religious objections, or a generalized fear of animals.

By virtue of their written Technology Services Agreement with Uber, all driver-partners on the Uber platform have been made aware of their legal obligation to provide service to riders with service animals and have agreed to comply with the law. If a driver-partner refuses to drive a rider with a service animal because of the service animal, the driver-partner is in violation of the law and is in breach of their contract with Uber.

Consequences for Refusal to Transport a Rider with a Service Animal

If Uber determines that a driver-partner knowingly refused to transport a rider with a service animal because of the service animal, the driver-partner will be permanently

removed from the Uber platform. Uber shall make this determination in its sole discretion following a review of the incident.

If Uber receives plausible complaints on more than one occasion from riders that a particular driver-partner refused to transport a rider with a service animal, that driver-partner will be permanently removed from the Uber platform, regardless of the justification offered by the driver-partner.

How to Report a Service Animal Complaint

If a rider has an issue related to his or her service animal—including issues regarding ride cancellations, harassment, or improper cleaning fees—the rider can report the issue to Uber.

Once a rider submits a service animal complaint, Uber’s Access Complaint Team will investigate the issue and take appropriate action in accordance with Uber’s Technology Services Agreement with driver-partners and this Service Animal Policy. The Access Complaint Team will make a reasonable and good faith effort to notify the rider within a week of the outcome of the investigation and the actions taken.

To file a complaint from the rider application, navigate to the “I Want To Report A Service Animal Issue” complaint screen, which is available through both the trip details screen and the account menu button.

To file a complaint from the Uber website, select the [link] [“I Want To Report A Service Animal Issue”](#) link here or through the “Help” link on the home page of the website.

[Activating the “I Want To Report A Service Animal Issue” link will open a webpage containing a form that is substantially similar in function and appearance to the form described in Addendum 3 of the settlement agreement.]

Rights of Riders with Service Animals

Riders cannot be denied service because they travel with a service animal. A rider will be refunded any trip cancellation charges or other charges imposed because a driver-partner denied a Rider service because of a service animal.

Riders will be informed by Uber what action Uber takes in response to their complaint about discrimination on the basis of a service animal, including whether Uber has terminated its contract with the driver-partner involved.

A rider will be provided an account credit of \$25 for each instance in which a driver-partner's contractual relationship with Uber is terminated as the result of a report that the driver-partner refused to transport the rider because of a service animal.

Cleaning Fees

Riders cannot be charged cleaning fees for shedding by their service animals. Riders will be refunded any cleaning fees charged for shedding by their service animals.

A rider will not be charged for the first or second reported mess involving a service animal's bodily fluids. A rider can be charged for the third reported mess involving a service animal's bodily fluids. The rider may contest that such a mess occurred by responding to the fee notification email to notify customer support. If a rider contests the cleaning fee, Uber will make a reasonable good faith effort to determine whether a mess occurred.