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UNITED STATES DISTRICT COURT

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NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

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

22 Plaintiffs,

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v.

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25 UBER TECHNOLOGIES, INC., RASIER,  
LLC, AND RASIER-CA, LLC,

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Defendants.

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

**JOINT STIPULATION CONFIRMING  
MODIFICATION OF PROPOSED  
SETTLEMENT**

Judge: Hon. Magistrate Nathaniel Cousins

1 The parties in this case, through their undersigned counsel, submit this Joint  
2 Stipulation Confirming Modification of Proposed Settlement to provide confirmation that  
3 all parties agree to the modifications to the proposed Settlement Agreement (Dkt. No. 85-  
4 1) as submitted in the Joint Amended [Proposed] Order Granting Approval to File  
5 Plaintiffs' Second Amended Complaint, Preliminary Approval to Class Settlement,  
6 Certifying Settlement Class, Authorizing Distribution of Notice, and Setting Fairness  
7 Hearing (Dkt. No. 109). All parties stipulate to and agree that:

- 8 1. The release language found at Paragraph 14.A of the Settlement Agreement will  
9 be modified to: "Effective on the Effective Date of this Agreement, Plaintiffs  
10 and the Settlement Class, and each of their executors, successors, heirs, assigns,  
11 administrators, agents, and representatives, in consideration of the relief set forth  
12 herein, fully and finally release Uber Technologies, Inc., and each of its  
13 subsidiaries operating anywhere in the United States, and each of their present,  
14 former or future officers, members, directors, shareholders, employees,  
15 attorneys, parent companies, successors, and assigns, to the fullest extent  
16 allowable by law, from any and all equitable relief claims, rights, demands,  
17 charges, complaints, actions, suits, and causes of action, currently known or  
18 unknown, foreseeable or unforeseeable, whether based upon Title III of the  
19 ADA, the Unruh Act or Disabled Persons Act, or based upon any other federal,  
20 state or local law, rule or regulation, order, or ordinance relating to or  
21 concerning equal access for legally blind or visually disabled persons who travel  
22 with Service Animals, which were alleged, or which could have been alleged, in  
23 the Complaint or any other court or administrative proceeding relating to the  
24 subject matter of the Complaint, that arose on or before the Effective Date. This  
25 is intended to include claims for injunctive relief, declaratory relief, and  
26 attorneys' fees, costs and expenses relating to the current action. The named  
27 Plaintiffs also release all damage claims that arose up through the Effective  
28 Date. This release excludes damage claims by the Settlement Class."



