

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter, this "Agreement") entered into by the National Federation of the Blind ("NFB") and Maryann Murad ("Murad") (collectively, "Plaintiffs"), and Amazon.com Services LLC, its parents, affiliates and subsidiaries, and all of its successors and assigns ("Amazon"). Plaintiffs and Amazon are collectively referred to as the "Parties."

### **RECITALS**

A. On September 3, 2019, Plaintiffs filed their Complaint with the U.S. District Court for the Eastern District of Michigan against Amazon captioned *Maryann Murad and The National Federation of the Blind v. Amazon.com, Inc.*, Case No. 2:19-cv-12578 (the "Lawsuit"), alleging violations of Title I of the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12111, *et seq.*, and the Michigan Persons with Disabilities Civil Rights Act ("PWD CRA"), Mich. Comp. Laws § 37.1101, *et seq.*

B. On November 12, 2019, Amazon filed its Answer to the Complaint denying any liability or violation of the ADA and PWD CRA and asserting various affirmative defenses.

C. Despite Amazon denying all liability in this matter and maintaining this position, in order to avoid further costs, and the burdens and distractions of litigation, the Parties now desire to settle and terminate fully and finally any and all differences and disputes between them described in the Lawsuit, and they enter into this Agreement for that purpose.

### **AGREEMENTS**

The Parties agree as follows:

**1. FUTURE EMPLOYMENT.** Amazon agrees to place Murad in an open Virtual Customer Service ("VCS") representative position if Murad successfully completes the application process. The Parties intend for the activities covered by this Paragraph to be executed as described in Confidential Exhibit A.

**2. ACCESSIBILITY.** Amazon affirms that it has deployed in production a new customer contact handling product that is used by Customer Service ("CS") representatives in the performance of their day-to-day job duties and is accessible and usable by individuals who are blind or visually impaired (the "CS Software"). Amazon also affirms that updates to the features and capabilities of the CS Software shall be enabled with accessibility features for individuals who are blind or visually impaired comparable to the CS Software or a similar solution that is ADA-compliant.

**3. SETTLEMENT PAYMENT.** In further consideration of Murad's execution of this Agreement and Murad's agreement to be legally bound by its terms, Amazon agrees to pay Murad the settlement amount in Confidential Exhibit A.

**4. VALID CONSIDERATION.** Amazon and Plaintiffs agree that the consideration described in Paragraphs 1 through 3 of this Agreement is not required by Amazon policies or

procedures or by any contractual obligation and is offered solely as consideration for Plaintiffs entering into this Agreement.

**5. RELEASE OF CLAIMS.** For and in consideration of the promises, commitments and undertakings set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Plaintiffs, on behalf of themselves and any of their agents, employees, representatives, predecessors, successors, executors, administrators, assigns, affiliates, subsidiaries, parents companies, trustees, partners and attorneys, and each of them (the "Releasing Persons"), shall be deemed to have jointly and severally forever released and discharged Amazon, together with its past, present, and future officers, directors, employees, agents, stockholders, attorneys, servants, representatives, parent companies, subsidiaries, affiliates, partners, insurers, and to the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing (collectively, the "Released Parties"), from any and all claims, causes of action, suits, demands, rights, liabilities, damages, lawsuits, losses, attorneys', expert, or other fees, costs or expenses of any kind whatsoever, whether known or unknown, including any monetary, statutory, injunctive or declaratory relief relating thereto, or for reimbursement of attorneys' fees, costs and expenses, in any way related to or arising from the allegations of the Lawsuit, or to allegations that could have been raised in the Lawsuit, but not including claims related to the enforcement of this Agreement. This release expressly applies to all claims brought or which could have been brought in the Lawsuit relating to the accessibility or alleged inaccessibility of the technology used by CS representatives in the performance of their positions, and any and all state, federal, and local laws, ordinances, rules, common law, equity, or contracts dealing with or relating to such accessibility, regardless of whether they were identified in the Lawsuit and including all known and unknown, suspected, unsuspected, foreseen, unforeseen, real or imaginary, actual or potential claims, through the date of this Agreement (the "Released Claims"). Plaintiffs, on their own behalf and on behalf of the Releasing Persons, including all of their counsel, acknowledge that this release of claims includes all claims whatsoever arising from or related to the allegations in the Lawsuit, or to allegations that could have been raised in the Lawsuit, including unknown claims, and that this release is intended to and does fully, finally, and forever discharge all claims, whether now asserted or unasserted, known or unknown. Plaintiffs acknowledge there is no claim related to or arising from the allegations of the Lawsuit that they are aware of that they have not released in this Agreement, including for any claims of alleged inducement to enter into this Agreement; provided, however, that this release shall not apply to, and does not waive or release, any claims that arise under the ADA or otherwise after the date of this Agreement.

In addition, Murad expressly waives any and all claims against Amazon and, to the maximum extent permitted by law, releases Amazon (including its parent corporation and any affiliated corporations, its owners, officers, directors, stockholders, managers, agents, employees, and representatives) from any and all actual or potential actions, claims, causes of action, and damages, known or unknown, relating to her April 2017 application for employment with Amazon under any federal, state, or other governmental statute or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, Section 1981, ADA, Family and Medical Leave Act, the Equal Pay Act, the Employee Retirement Income Security Act (including, but not limited to, claims for breach of fiduciary duty under ERISA), the Genetic Information Nondiscrimination Act, Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, all as amended, or any other statutory or common law limitation or regulation of the employment relationship of

state or federal law, as well as any claim for attorneys' fees and costs incurred by or on behalf of Murad.

**6. COVENANT NOT TO SUE.** Plaintiffs represent that, other than the Lawsuit, which they shall dismiss with prejudice no later than five business days following the receipt of the Settlement Payment in Paragraph 3, the prior Charge of Discrimination against Amazon filed with the EEOC (Charge No. 551-2018-01182) and the identical charge cross-filed with the Michigan Department of Civil Rights, for which the EEOC issued a notice of right to sue on June 24, 2019, Plaintiffs have not filed any complaints, claims, charges, appeals, or actions against Amazon, its related entities, or its employees, with any state, federal, or local agency or court and will not do so at any time hereafter in connection with any matters related to or arising from the allegations of the Lawsuit occurring prior to the execution of this Agreement.

PROVIDED, nothing in this Agreement prohibits or restricts Murad from lawfully (A) communicating or cooperating with, providing relevant information to or otherwise assisting in an investigation by the Michigan Department of Civil Rights, EEOC or any other governmental authority with responsibility for the administration of fair employment practices laws regarding a possible violation of such laws; (B) responding to any inquiry from such authority, including an inquiry about the existence of this Agreement or its underlying facts; and (C) testifying, participating or otherwise assisting in an action or proceeding relating to a possible violation of any such law, rule or regulation. In addition, nothing in this Agreement precludes Murad from benefiting from class wide injunctive relief awarded in any fair employment practices case brought by any governmental agency, provided such relief does not result in his receipt of any monetary benefit or equivalent thereof. Murad acknowledges and agrees that she is waiving any right to recover any monetary damages or any other form of personal relief in connection with any such action, investigation or proceeding.

Further, nothing contained in this Agreement is intended to prohibit or restrict Murad, the NFB, or Amazon from disclosing this Agreement or providing evidence or other information to any government, regulatory, or self-regulatory agency such as (without limitation) the Securities and Exchange Commission ("SEC"), the National Labor Relations Board ("NLRB"), the EEOC, the Department of Justice ("DOJ"), the Financial Industry Regulatory Authority, Inc. ("FINRA"), or the New York Stock Exchange, Inc. ("NYSE"), or from responding to any court order or subpoena. Plaintiffs do not need the prior authorization of Amazon to provide evidence or other information to any government, regulatory, or self-regulatory agency, and Plaintiffs are not required to notify Amazon that they have done so. Further, Plaintiffs may disclose the terms of this Agreement if necessary in any action to enforce this Agreement.

**7. NO ADMISSION OF LIABILITY.** The Parties acknowledge and expressly understand that: (i) this Agreement and the settlement it represents are entered into solely to avoid possible future expense, burdens, and/or distractions of litigation, and to resolve disputed claims; and (ii) in entering into this Agreement, Amazon does not admit any violation of federal, state or local law, or any regulation, standard or guideline promulgated under any such law, or any other applicable law, regulation, or legal requirement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations between the Parties, shall be construed as an admission or concession by any of the Parties of any violation or failure to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms shall not be offered, admitted or received as evidence in any action or

proceeding for any purpose, including to establish any liability or admission on the part of any of the Parties.

**8. NON-ASSIGNMENT OF CLAIMS.** No Party to this Agreement has assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands and cause(s) of action released, settled, discharged, or disposed of by this Agreement.

**9. ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding between the Parties. Plaintiffs acknowledge that in executing this Agreement, they do not rely on any representation or statement by any representative of Amazon concerning the subject matter of this Agreement, except as expressly set forth in the text of this Agreement.

**10. WAIVER, MODIFICATION, AND AMENDMENT.** This Agreement may not be altered, varied, modified or changed in any manner except by a writing duly executed by the Parties. The Agreement may not be amended, altered, modified, or waived, in whole or in part, orally. No statements, promises, or representations have been made by any Party to any other, or are relied upon, and no consideration has been or is offered, promised, expected, or held out, other than as set forth expressly in this Agreement. No Party is relying on any representations, oral or otherwise, express or implied, other than those expressly set forth in this Agreement. No provision of this Agreement may be waived unless in writing signed by all Parties hereto. Waiver of any one provision shall not be deemed to be a waiver of any other provision hereof. This Agreement may not be altered, amended, or otherwise changed or modified, except in writing signed by all Parties. This Agreement is intended to be, and is final and binding between the Parties, regardless of any claims of misrepresentation, any alleged promise made without intent to perform, any alleged concealment of fact, mistake of fact or law or any other circumstance whatsoever.

**11. BINDING EFFECT OF AGREEMENT.** This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective successors, assigns, heirs, agents, employees, attorneys, representatives, officers, parents, affiliates, and subsidiaries. This agreement shall become effective seven (7) days following the date it is fully executed by all Parties ("Effective Date"), provided Murad has not revoked her acceptance of the Agreement.

**12. COUNTERPARTS/SEVERABILITY.** This Agreement may be executed in counterparts and, if so executed, each such counterpart shall have the force and effect of an original. A facsimile signature, digital signature, or signature scanned and sent by electronic mail shall have the same force and effect as an original signature. The provisions of this Agreement are severable, and, if any part of it is found to be unlawful or unenforceable, the other provisions of this Agreement shall remain fully valid and enforceable to the maximum extent consistent with applicable law, except that if either Paragraph 5 or 6 is found to be unlawful or unenforceable, Amazon, in its sole discretion, may choose to invalidate any or all of the remaining provisions of this Agreement, including, but not limited to, Paragraphs 1 through 3. If any provision of Paragraphs 1 through 3 is found to be unlawful or unenforceable, Plaintiffs, in their sole discretion, may choose to invalidate any or all of the remaining provisions of the Agreement.

**13. CONFIDENTIALITY OF EXHIBIT A.** The Parties acknowledge and expressly understand that neither Party shall disclose to others the terms of Confidential Exhibit A. This confidentiality obligation applies to inquiries from any person or entity, including but not limited

to inquiries received from the media. No Party may disclose the terms of this Confidential Exhibit A on any websites or blogs. The NFB and Amazon agree to advise each of their respective employees and agents with knowledge of this Agreement and the Confidential Exhibit A of these confidentiality obligations. Notwithstanding the foregoing, the Parties may share Confidential Exhibit A with their accountants, advisors, insurance companies, attorneys, and any federal, state or local taxation or revenue agencies/bodies having a bona fide need to know such information, or in any judicial proceeding to enforce or construe this Agreement.

**14. NO AFFIRMATIVE PUBLICATION OF SETTLEMENT AGREEMENT.** Plaintiffs may publicly describe the general terms of this Agreement (with the exception of those in Confidential Exhibit A), but will not affirmatively publicize, advertise, or post a copy of this Agreement in any forum (public or private), and will not provide a copy of this Agreement, in hard copy or electronic format, to any member of the media. In the event an individual, such as a donor to the NFB or a constituent, requests a copy of this Agreement, the NFB will advise the individual of this provision and instruct the individual not to publish the Agreement or otherwise provide or share the Agreement with other individuals or any organization. The Parties will prepare an agreed public statement which the NFB will post on its official website.

**15. APPLICABLE LAW.** This Agreement is entered into in Michigan and shall be interpreted under the laws of Michigan without regard to Michigan conflicts of laws principles. Any disputes arising under this Agreement shall be brought in a court of competent jurisdiction within the State of Michigan. The Parties acknowledge that they will be subject to a permanent injunction and/or temporary restraining order for any violations of this Agreement. In the event that any party prevails in any action brought by the other to enforce any provision of this Agreement (including but not limited to an action for a permanent injunction or a temporary restraining order), all parties agree that the prevailing party will be entitled to their costs, including attorneys' fees, in addition to any other damages or amounts that may be awarded.

**16. ONGOING COOPERATION.** The Parties agree to execute all such further and additional documents and instruments, as shall be necessary or expedient to carry out the provisions of this Agreement, and shall promptly and in good faith undertake all reasonable acts to effectuate the provisions of this Agreement.

**17. ADDITIONAL ACKNOWLEDGEMENTS.** Murad acknowledges:

(a) she has read the terms of this Agreement, and that she understands its terms and effects, including the fact that she has agreed to **RELEASE AND FOREVER DISCHARGE** Amazon from any legally waivable actions occurring prior to the Effective Date of this Agreement, including but not limited to any and all actions arising out of the Lawsuit;

(b) she has signed this Agreement voluntarily and knowingly in exchange for the consideration described herein, which she acknowledges is adequate and satisfactory to her;

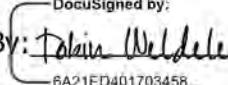
(c) she was offered at least 21 days to consider her choice to sign this Agreement;

(d) she has been advised to consult and has consulted with an attorney, concerning this Agreement;

(e) she knows she can revoke this Agreement within 7 days of signing it and that the Agreement does not become effective until the Effective Date, as defined in Paragraph 11. To revoke, contact Stephanie L. Sweitzer, Morgan, Lewis & Bockius LLP, 77 W. Wacker Dr., 5th Floor, Chicago, IL 60601, stephanie.sweitzer@morganlewis.com; and

(f) she agrees that changes to this Agreement before its execution, whether material or immaterial, do not restart her time to review this Agreement.

**Amazon.com Services LLC**

DocuSigned by:  
By:   
6A21ED401703458

Title: Vice President, Customer Service

Dated: July 9, 2020

**Maryann Murad**

Maryann Murad  
By:   
Maryann Murad (Jul 6 2020 10:58 AM)

Dated: July 6, 2020

**The National Federation of the Blind**

  
By: \_\_\_\_\_

Title: Mark A. Riccobono

Dated: July 6, 2020