

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF VERMONT

NATIONAL FEDERATION OF THE
BLIND, on behalf of its members and
itself, and HEIDI VIENS,
Plaintiffs,

v.

SCRIBD, INC.,
Defendant.

Docket No. 2:14-cv-00162-wks

STIPULATED/JOINT MOTION TO DISMISS PURSUANT TO F.R.C.P. 41(a)(2)

Pursuant to Fed. R. Civ. P. 41(a)(2), Plaintiffs National Federation of the Blind (“NFB”) and Heidi Viens (“Viens”), by their undersigned attorneys, and Defendant Scribd, Inc. (“Scribd”), by its undersigned attorneys, having reached a global settlement of all pending issues, hereby stipulate and jointly move this Court to dismiss this litigation with prejudice, while expressly retaining jurisdiction to enforce the terms of the parties’ settlement agreement.

MEMORANDUM OF LAW

By a Settlement Agreement and Release and accompanying Confidential Rider (collectively, the “Agreement”) signed by Scribd, on November 10, 2015, by Plaintiff NFB on November 16, 2015, and by Plaintiff Viens on November 17, 2015, the parties have reached a comprehensive resolution of the claims pending in the above-captioned litigation. The Agreement includes contractual obligations to address accessibility concerns raised by the Plaintiffs, provides a full release to Defendant, and provides that no Party admits wrongdoing or shall assert the Agreement as an admission of wrongdoing, fault or liability.

The Agreement provides that the Plaintiffs will dismiss this lawsuit with prejudice within five (5) business days after the execution of the Agreement, “subject to the Court retaining

jurisdiction to enforce the Settlement Agreement for the term of the Settlement Agreement. The Parties shall retain their rights to specifically enforce this Settlement Agreement.” Agreement ¶ 7. The Agreement further provides for a dispute resolution procedure, including notice and an opportunity to cure, followed by mediation, in the event of any claim of a material breach of the Agreement. *Id.* ¶ 10. In the event such a dispute is not resolved by that process, the parties have agreed that Plaintiffs will have the sole, contractual remedy of an order by the Court for specific performance of the term of the Agreement alleged to have been breached. *Id.* ¶ 10(b).

CONCLUSION

Therefore, the parties jointly move this Court to dismiss this action with prejudice, while retaining jurisdiction over this case for the purpose of specifically enforcing the parties’ Settlement Agreement.

Dated at Burlington in the District of Vermont, this 19th day of November, 2015.

Respectfully submitted,

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