

## **SETTLEMENT AGREEMENT**

This Settlement Agreement and the related document entitled Confidential Addendum to Settlement Agreement (collectively referred to herein as the “Full Agreement”) are entered into as of the Effective Date, as defined below in Section 1.6, by and between the following parties: American Council of the Blind (“ACB”), American Foundation for the Blind (“AFB”), and California Council of the Blind (“CCB”) (collectively, the “Claimants”), and 7-Eleven, Inc. (“7-Eleven”). Claimants and 7-Eleven are at times referred to collectively herein as the “Parties.”

### **RECITALS**

The Full Agreement is based on the following facts:

A. ACB, a non-profit corporation that provides advocacy services in the United States on behalf of individuals who are blind or have visual impairments, is dedicated to promoting the full integration of persons who are blind or have visual impairments into all aspects of society, and provides information to the general public about the accomplishments, needs and contributions of persons who are blind or visually-impaired. CCB is ACB’s California affiliate serving the needs of blind and visually-impaired persons throughout the State of California. Among ACB’s and CCB’s board, staff and members, and those on whose behalf they advocate and provide services, are many individuals with vision disabilities within the meaning of state and federal law who have shopped and continue to shop at 7-Eleven Stores throughout the United States. ACB is incorporated and has its place of business in Washington, D.C. CCB is incorporated and has its place of business in the State of California.

B. AFB is a national non-profit, whose mission is to eliminate the inequities faced by the more than ten million blind and visually-impaired persons in the United States. Among other things, AFB is: the leading publisher of professional materials on blindness and low vision through its publishing arm, AFB Press; a pioneer in the development of Talking Books; a national advocate representing the interests of blind or visually-impaired people before Congress and government agencies; and home to the Helen Keller Archives. Among AFB’s board, staff and those on whose behalf it advocates and provides services, are many individuals with vision disabilities within the meaning of state and federal law and who have shopped and continue to shop at 7-Eleven Stores throughout the United States.

C. 7-Eleven does business in California and other states across the United States.

D. Claimants contend that they and their respective boards, staff, members and clients, and other blind and visually-impaired persons, have been, are being, and continue to be denied full access to the services provided by retail establishments and are therefore being discriminated against due to alleged inaccessibility of certain Point of Sale (“POS”) Pinpads (defined in Section 1.12 below) found in retail establishments throughout the United States, including in 7-Eleven Stores (the “POS Claim(s)"). 7-Eleven denies that it discriminates against blind and visually impaired persons, including

Claimants and their respective boards, staff, members and clients, in any way and specifically denies that it discriminates against such blind and visually impaired persons due to alleged inaccessibility of certain POS Pinpads in the 7-Eleven Stores. 7-Eleven contends that it does not and will not tolerate discrimination against its customers on the basis of disability, and that it values its disabled customers and treats them with the utmost respect.

E. The Parties enter into the Full Agreement in order to resolve the POS Claims and to avoid the burden, expense, and risk of potential litigation. In entering into the Full Agreement, 7-Eleven does not admit, and specifically denies, that it has violated or failed to comply with any provisions of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Title III implementing regulations, 28 C.F.R., Part 36, and any applicable laws of any state relating to accessibility for persons with disabilities to public accommodations, any regulations or guidelines promulgated pursuant to those statutes, or any other applicable laws, regulations, or legal requirements. Neither the Full Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by 7-Eleven of any such violation or failure to comply with any applicable law. The Full Agreement and its terms and provisions shall not be offered or received as evidence for any purpose whatsoever against 7-Eleven in any action or proceeding, other than a proceeding to enforce the terms of the Full Agreement.

NOW, THEREFORE, the Parties hereby agree to the following provisions:

1. Definitions. As used in the Full Agreement, the following terms shall be as defined below:

1.1. 7-Eleven Store means a store owned, leased, or operated by 7-Eleven in the United States.

1.2. Access Laws means the Americans with Disabilities Act (as defined below) and any applicable laws of any state, county or municipality relating to accessibility for persons with disabilities to places of public accommodation, any regulations or guidelines promulgated pursuant to those statutes, or any other applicable disability laws, regulations, or legal requirements, including, without limitation, California Civil Code §§ 51 et seq. and 54 et seq., California Financial Code § 13082, California Health & Safety § 19955, and Title 24 of the California Code of Regulations.

1.3. Americans with Disabilities Act or ADA means the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Title III implementing regulations, 28 C.F.R., Part 36.

1.4. Claims means the contention by Claimants and their respective boards, staff, members and clients, and other blind and visually-impaired persons, that they are being, have been and continue to be discriminated against pursuant to applicable Access Laws due to the lack of tactile keys on POS Pinpads in 7-Eleven Stores (“POS Claims”).

1.5. Counsel means Goldstein, Demchak, Baller, Borgen and Dardarian, The Law Office of Elaine B. Feingold, and the attorneys practicing law therein.

1.6. Effective Date means October 31, 2007.

1.7. Equivalent Pinpad means a POS Pinpad that provides a visually-impaired user the same or greater level of privacy and ability to perform Functions set forth in Section 1.13, below, as provided with the POS Pinpad with Integrated Tactually Discernable Keypad, and which can be rolled out pursuant to the schedules set forth in section 3 of this Agreement.

1.8. Existing 7-Eleven Store means a 7-Eleven store that was open to the public on or before October 15, 2007.

1.9. New 7-Eleven Store means a 7-Eleven Store that is first opened to the public after October 15, 2007.

1.10. Personal Identification Number, or PIN means a unique numerical code used to identify an individual that must be entered into a POS Pinpad before conducting certain transactions on the POS Pinpad.

1.11. Point of Sale Pinpad, or POS Pinpad means a device used by a customer at a point of purchase that allows the customer to pay for items with a debit, credit or cash card. Point of Sale Pinpad does not include other equipment that may be used by a customer in conjunction with the Pinpad to scan, price, or weigh products.

1.12. POS Pinpad Function, or Function means a task related to payment for purchases that can be performed by the customer through the POS Pinpad.

1.13. POS Pinpad with Integrated Tactually Discernable Keypad means a POS Pinpad with a Tactually Discernable Keypad that is an integral part of the pinpad, which may be used to perform the following Functions on the integrated keypad: input, correct, cancel and enter PIN and cash-back amounts; submit card data; submit signature; and any Functions that involve inputting, correcting, canceling or entering information that is personal or affects access to personal information or resources, to the extent such Functions are available to sighted persons using the unit. Additionally, as soon as practicable after the Effective Date, if customers are required to sign directly on the Point of Sale Pinpad, there shall be no virtual function keys below the signature line, and the signature line shall be on the lowest portion of the screen. The Ingenico 6770, a picture of which is attached hereto as Exhibit A, is a POS Pinpad with a Tactually Discernable Keypad within the meaning of this section.

1.14. Tactually Discernable Keypad means a number keypad on which each key is tactually discernable from surrounding surfaces and adjacent keys. Numeric keys shall be arranged in a 12 key ascending telephone keypad layout. The number five key shall be tactually distinct from the other keys by means of a raised dot. The following function keys on the Tactually Discernable Keypad shall be to the right of the

number keys: Enter (Accept), colored green and marked with a raised circle; Cancel, colored red and marked with a raised “X,” and Correct, colored yellow and marked with a raised left arrow. All text and numerals on all keys shall be colored to contrast with the key color.

2. Duration and Geographic Scope of Agreement. The Full Agreement shall apply to 7-Eleven Stores in every State in the United States in which 7-Eleven operates. The terms of the Full Agreement shall remain in effect from the Effective Date until December 31, 2009. The only obligations of either party that survive beyond December 31, 2009 are those described in Section 2.1 of the Confidential Addendum, which shall at all times remain in effect and enforceable.

3. Provisions Regarding POS Pinpads with Integrated Tactually Discernable Keypads.

3.1. Development and Testing.

3.1.1. 7-Eleven has been, and currently is, engaged in the process of developing and testing a POS Pinpad with Integrated Tactually Discernable Keypad for use in 7-Eleven Stores.

3.2. Schedule for Rollout to Existing 7-Eleven Stores.

3.2.1. By no later than December 31, 2007, 7-Eleven will ensure that all the POS Pinpads in at least forty percent of Existing 7-Eleven Stores in the United States are POS Pinpads with Integrated Tactually Discernable Keypads.

3.2.2. By no later than December 31, 2008, 7-Eleven will ensure that all the POS Pinpads in at least fifty percent of Existing 7-Eleven Stores in the United States are POS Pinpads with Integrated Tactually Discernible Keypads.

3.2.3. By no later than June 30, 2009, 7-Eleven will ensure that all the POS Pinpads in all Existing 7-Eleven Stores in the United States are POS Pinpads with Integrated Tactually Discernible Keypads.

3.2.4. Notwithstanding any other provision in this section, all POS Devices installed after the Effective Date in 7-Eleven Stores in California will be Point of Sale Pinpads with Integrated Tactually Discernible Keypads.

3.3. Rollout Schedule to New 7-Eleven Stores.

3.3.1. All POS Pinpads in New 7-Eleven Stores will be POS Pinpads with Integrated Tactually Discernible Keypads as of the date the store is open to the public.

#### 3.4. Rollout Information to Claimants.

3.4.1. Within thirty (30) days of the Rollout dates listed in Sections 3.2.1 – 3.2.3, 7-Eleven will provide Counsel with (i) written confirmation that POS Pinpads with Integrated Tactually Discernable Keypads have been installed pursuant to this Agreement; and (ii) the addresses of all 7-Eleven Stores with POS Pinpads with Integrated Tactually Discernable Keypads as of the reporting date.

3.4.2. Once annually during the Term of this Agreement 7-Eleven will provide Counsel with the addresses of New 7-Eleven Stores where POS Pinpads with Integrated Tactually Discernable Keypads have been installed pursuant to Section 3.3 herein.

3.5. Feedback from Claimants. On a date during the third quarter of 2008 that is mutually agreed to by the Parties, and periodically thereafter as requested by Claimants, but not more than once each year during the term of this Agreement, 7-Eleven will meet by telephone or in person with representatives of Claimants to elicit input and receive feedback regarding the implementation of this Agreement and any other issue regarding technology used by 7-Eleven customers and its effect on customers who are blind or visually impaired.

3.6. Training of 7-Eleven Personnel re POS Pinpads. 7-Eleven will develop a training program and train the appropriate personnel regarding, inter alia, the roll-out of POS Pinpads with Integrated Tactually Discernable Keypads and appropriate communications with visually-impaired customers regarding use of such Pinpads. The details of this training will be in the sole discretion of 7-Eleven, but will include features to ensure that appropriate personnel are apprised (i) when POS Pinpads with Integrated Tactually Discernable Keypads are introduced to 7-Eleven Stores, (ii) why persons with visual impairments need the Integrated Tactilely Discernible Keypad; (iii) the manner in which persons with visual impairments will use the Pinpads; and (iv) generally how to provide effective service to customers with visual impairments. In addition, appropriate personnel will be trained to allow visually-impaired customers to sign a paper receipt instead of the POS Pinpad upon request by the customer. Training pursuant to this section will occur in a timely manner to ensure effective implementation of the provisions of the Full Agreement.

#### 4. Provisions Regarding ATMs

4.1. Features and Functionality of Talking ATMs in 7-Eleven Stores Owned, Leased, or Operated by Cardtronics. The features and functionality of Talking ATMs in 7-Eleven Stores, and the schedule for installing Talking ATMs in 7-Eleven Stores, will be governed by the Cardtronics Consent Decree if that Consent Decree receives Court Approval no later than January 15, 2008. If the Consent Decree does not receive Court Approval by January 15, 2008, the Parties will schedule a conference call, to be held no later than January 31, 2008, to discuss issues otherwise covered by the Cardtronics Consent Decree submitted for Court Approval as they impact ATMs in 7-Eleven Stores. The Parties shall thereafter meet and confer about those issues for a

period not to exceed ninety days unless an extension is otherwise agreed to by the Parties. If the Parties are unable to agree on issues otherwise covered by the Cardtronics Consent Decree within the ninety (90) day or extended period, the matter will be subject to the dispute resolution provisions set forth herein.

4.2. Training of 7-Eleven Personnel Regarding Talking ATMs. 7-Eleven will develop a training program and train the appropriate personnel regarding Talking ATMs in 7-Eleven Stores. The details of this training will be in the sole discretion of 7-Eleven, but will include features to ensure that appropriate personnel are apprised (i) when a Talking ATM is installed in a 7-Eleven Store, and (ii) how and to whom to report malfunctions in the Talking ATM. Training pursuant to this section will occur in a timely manner within a reasonable time of the Talking ATM installation.

5. Procedures in the Event of Disputes.

5.1. Notice of Non-Compliance. If at any time a party believes that the other party has not complied with any provision of this Agreement, that party shall provide the other party with Notice of Non-compliance containing the following information:

5.1.1. the alleged act of non-compliance;

5.1.2. a reference to the specific provision(s) of the Agreement that is (are) involved;

5.1.3. a statement of the remedial action sought by the initiating party;

5.1.4. a brief statement of the specific facts, circumstances and legal argument supporting the position of the initiating party.

5.2. Meet and Confer. Within sixty (60) calendar days of receipt of a Notice provided pursuant to section 5.1, Claimants and 7-Eleven shall informally meet and confer and attempt to resolve the issues raised in the Notice.

5.2.1. 7-Eleven shall have a reasonable time to cure and undertake any remedial action once agreed upon.

5.3. Submission to Binding Arbitration.

5.3.1. If the matters raised in a Notice provided pursuant to section 5.1 herein are not resolved within sixty (60) days of the initial meet and confer required by section 5.2, either party may submit the unresolved matters to binding arbitration as set forth herein.

5.3.2. Arbitration shall be held before a single arbitrator in good standing of JAMS provided that *s/he* is available to schedule a hearing on the matter within sixty (60) days of the submission to binding arbitration and to render a written

decision on the matter within sixty (60) days of the first hearing date. Either party may conduct discovery relevant to the disputed issue, in accordance with JAMS' rules.

5.3.3. Law Governing Interpretation and Application of Agreement. The terms of this Agreement, and the provisions thereof, shall be interpreted and applied pursuant to California law.

6. Notice or Communication to Parties. Any notice or communication required or permitted to be given to the parties hereunder shall be given in writing by facsimile or email and United States mail, addressed as follows:

To Claimants:

Linda M. Dardarian  
c/o Goldstein, Demchak, Baller, Borgen & Dardarian  
300 Lakeside Drive, Suite 1000  
Oakland, CA 94612  
Fax No.: (510) 835-1417  
E-mail: [ldardarian@gdblegal.com](mailto:ldardarian@gdblegal.com)

Elaine B. Feingold  
Law Office of Elaine B. Feingold  
1524 Scenic Avenue  
Berkeley, CA 94708  
E-mail: [lfeingold@earthlink.net](mailto:lfeingold@earthlink.net)

To 7-Eleven:

Rankin Gasaway  
7-Eleven, Inc.  
Box 711  
Dallas, TX 75221  
Email: [rgasaw01@7-11.com](mailto:rgasaw01@7-11.com)

John C. Fox  
Manatt, Phelps, Philips  
1001 Page Mill Road, Building 2  
Palo Alto, CA 94304  
Email: [jfox@manatt.com](mailto:jfox@manatt.com)

7. Modification in Writing. No modification of the Full Agreement shall be effective unless in writing and signed by authorized representatives of all Parties.

8. Joint Press Release to Announce the Rollout Program for POS Pinpads with Integrated Tactually Discernable Keypads. The Parties will issue a joint press release on a mutually agreed upon date within thirty days after the beginning of the rollout described in Section 3.2, above. If the parties cannot agree on a press release, any

party may issue its own release provided the release is consistent with this Agreement and distributed to all parties at least forty-eight hours prior to release.

9. No Other Representations. Each party to the Full Agreement warrants that he, she or it is acting upon his, her or its independent judgment and upon the advice of his, her or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in the Full Agreement.

10. Full Agreement Has Been Read. The Full Agreement has been carefully read by each of the Parties, or their responsible officers, and its contents are known and understood by each of the Parties. The Full Agreement is signed freely by each party executing it.

11. No Assignment. No party to the Full Agreement has heretofore assigned, transferred or granted, or purported to assign, transfer or grant, any of the claims, demands, or cause or causes of action disposed of by the Full Agreement.

12. Agreement Binding on Assigns and Successors. The Full Agreement shall bind any assigns and successors of the Parties. Counsel shall be notified in writing within thirty (30) days of the existence, name, address and telephone number of any assigns or successors of 7-Eleven.

13. Force Majeure. The performance of 7-Eleven under this Agreement shall be excused during the period and to the extent that such performance is rendered impossible, impracticable or unduly burdensome due to acts of God; riots; civil commotions; wars; hostilities between nations; acts of terrorism; government laws, orders or regulations; actions by the government or any agency thereof; storms; fires; strikes or lockouts; unavailability of technology or parts, equipment or materials through normal supply sources; or any other contingencies beyond the reasonable control of 7-Eleven. If 7-Eleven seeks to invoke this Section, it shall notify the Claimants in writing as soon as reasonably possible, specifying the particular action that could not be performed and the specific reason for the non-performance. The Claimants and 7-Eleven will thereafter meet and confer regarding an alternative schedule for completion of the action that could not be performed, or an alternative action. Any dispute regarding the applicability of this Section, or any future action to be taken, that remains after the meet and confer process will be handled as a dispute pursuant to Section 5 of this Agreement.

14. No Admission of Liability. In entering into the Full Agreement, 7-Eleven does not admit, and specifically denies, that it has violated or failed to comply with any Access Laws.

15. Authority. The persons executing the Full Agreement each represent and warrant that he or she has the authority to enter into the Full Agreement, and to resolve the matters set forth in the Full Agreement, on behalf of the Party for whom he or she is executing the Full Agreement, and that no further approval is necessary for the Full Agreement to be binding on the Party for whom he or she is executing.



16. Integrated Agreement. The Full Agreement constitutes the entire agreement relating to the subject matters addressed therein.

17. Rules of Construction. Each party and its legal counsel have reviewed and participated in the drafting of the Full Agreement; and any rule of construction to the effect that ambiguities are construed against the drafting party shall not apply in the interpretation or construction of the Full Agreement. Section titles used herein are intended for reference purposes only and are not to be construed as part of the Full Agreement. The Recitals are integral to the construction and interpretation of the Full Agreement and are therefore incorporated into the Full Agreement in their entirety.

18. Triplicate Originals/Execution in Counterparts. All Parties and their respective counsel shall sign three copies of this document and each such copy shall be considered an original. This document may be executed in counterparts.

PARTIES:

7-ELEVEN STORES, INC.

By: \_\_\_\_\_  
7-Eleven Stores, Inc.

Attest: \_\_\_\_\_  
Rankin Gasaway, Attorney

APPROVED AS TO FORM:

MANATT, PHELPS & PHILLIPS

By: \_\_\_\_\_  
John Fox, Esq.  
Attorney for 7-Eleven

AMERICAN COUNCIL OF THE BLIND

By: \_\_\_\_\_  
Melanie Brunson  
Executive Director

GOLDSTEIN, DEMCHAK, BALLER,  
BORGAN & DARDARIAN

By: \_\_\_\_\_  
Linda M. Dardarian, Esq.

AMERICAN FOUNDATION FOR THE  
BLIND

By: \_\_\_\_\_  
Paul Shroeder  
Vice President, Programs & Policy  
Group

LAW OFFICE OF ELAINE B. FEINGOLD

By: \_\_\_\_\_  
Lainey Feingold, Esq.

CALIFORNIA COUNCIL OF THE BLIND

By: \_\_\_\_\_  
Jeff Thom  
President

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