

## NATIONAL SETTLEMENT AGREEMENT

This National Settlement Agreement ("Agreement") is entered into as of the \_\_\_\_ day of April, 2001 ("Effective Date") by and between Steven Mendelsohn and Kathleen Martinez (collectively, the "Claimants") and the California Council of the Blind ("Council") (collectively, the "Individual Claimants") on the one hand, and Citibank, N.A. and its parents, subsidiaries and affiliates ("Citibank") on the other hand, for the purposes and on the terms specified herein. This Agreement operates in conjunction with the Confidential Addendum to this Agreement.

### RECITALS

- A. Each of the Individual Claimants has been a customer of Citibank, has one or more accounts with Citibank, is blind or vision-impaired, and is a person with a disability.
- B. Council is a non-profit corporation that provides advocacy services on behalf of blind and vision-impaired persons in the State of California, is dedicated to promoting the well-being of blind and vision-impaired persons, and provides information to the general public about the accomplishments, needs and contributions of blind and vision-impaired persons. Council is incorporated and has its place of business in the State of California. Among Council's members, and those on whose behalf it advocates and provides services, are many individuals with disabilities who hold bank accounts with Citibank or who hold bank accounts with other banks and would like to utilize Citibank automated teller machines that are owned, leased or operated by Citibank ("Citibank ATMs") to access those accounts.
- C. The law firm of Saperstein, Goldstein, Demchak & Baller ("Saperstein"), the Law Office of Elaine B. Feingold ("Feingold") and the Disability Rights Education & Defense Fund ("DREDF") (collectively "Claimants' Counsel") represent the Claimant Parties.
- D. Certain Citibank businesses conduct banking activities in certain states within the United States, including the States of California and New York.
- E. Certain Citibank ATMs are operated by Citibank on its banking premises in the United States. These ATMs are proprietary to Citibank and are currently accessed by customers and ATM network users solely by touch screens ("On-Premises ATMs").
- F. Certain other Citibank ATMs are operated by Citibank at third-party locations in the United States. These ATMs are not proprietary to Citibank, and they currently include keypads for individuals to use when conducting banking transactions ("Off-Premises ATMs").

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This matter began when Claimants sent Citibank a letter alleging that Citibank had failed to provide equal access for blind and vision-impaired persons ("Persons with Vision Impairments") in California to On-Premises ATMs and proposed entering into discussions with Citibank as an alternative to litigation for resolving their claims.

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Citibank, with input from Claimants, has been working to develop technological enhancements for the On-Premises ATMs that enable Persons with Vision Impairments to independently use the ATMs to access all functions provided to sighted persons. Citibank and Claimants have met periodically to discuss and test various potential solutions designed to provide such enhanced access for Persons with Vision Impairments at the On-Premises ATMs. After designing and testing numerous potential designs as possible interface solutions, Citibank agreed to pilot test a method of providing voice and sound output at the On-Premises ATMs using a "text to speech" screen reader ("Screen Reader") and an earphone jack for privacy. On-Premises ATMs with these features will be referred to herein as "On-Premises ATMs with Screen Readers."

I.

On July 1, 1999, Claimants and Citibank entered into a Preliminary Agreement setting forth various terms governing the pilot testing of On-Premises ATMs with Screen Readers in California, and prescribing subsequent negotiations regarding the schedule for deployment of On-Premises ATMs with Screen Readers at the On-Premises ATM locations across the United States, and other issues related to claims raised during the course of the parties' negotiations (collectively referred to hereinafter as "Subsequent Negotiation Issues").

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On-Premises ATMs with Screen Readers have been pilot tested at five locations in California since November 1, 1999 ("California Pilot Project"). As a result of the pilot testing in California, and pursuant to Claimants' input, the parties determined that certain modifications should be made in order to increase the ease of operation and usability of the On-Premises ATMs with Screen Readers. Accordingly, Citibank has developed hardware and software modifications to the On-Premises ATMs with Screen Readers so that the On-Premises ATMs with Screen Readers installed pursuant to this Agreement will have the following features that were not part of the On-Premises ATMs with Screen Readers that have been pilot tested in California: (1) volume control; (2) initial audio instructions that can be accessed upon headset insertion and which will inform the user how to initiate full audio instructions; (3) audible orientation regarding the location of all slots and dispensers, including the location of the card reader, the method of card insertion, and the location of the deposit slot, cash dispenser, and receipt dispenser, delivered at the time the particular component is utilized; (4) improved navigation logic and audible instructions for and confirmation of numeric entries, except for entry of personal identification numbers; and (5) improved Tactilely Discernible Controls (i.e., controls located and operated by feel), consisting of a physical navigation guide to assist users with tactile

locations and differentiation of three navigation touch areas at the bottom of the touch screen.

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As mandated by the Preliminary Agreement, on February 1, 2000, the parties began negotiations in good faith to enter into a further agreement regarding the Subsequent Negotiation Issues. By mutual agreement, the parties extended the sixty (60) day period that the Preliminary Agreement prescribed for these negotiations. During these negotiations, the parties determined that additional pilot testing of On-Premises ATMs with Screen Readers in different geographic areas will be advantageous and necessary for the successful development of On-Premises ATMs with Screen Readers that will provide full functionality to Persons with Vision Impairments. The parties also resolved other issues regarding the deployment nationwide of On-Premises ATMs with Screen Readers.

Therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

## **Obligations**

### **1. Duration and Scope of Agreement.**

The terms of this Agreement shall apply to Citibank's provision of ATMs in every State in the United States in which Citibank ATMs are provided for public use and in the District of Columbia. The terms of this Agreement shall remain in effect from the Effective Date to six months after completion of the Roll-Out Program described in section 2.5, below.

### **2. Deployment of On-Premises ATMs with Screen Readers.**

#### **2.1. Features of On-Premises ATMs with Screen Readers.**

Each On-Premises ATM with Screen Reader installed pursuant to this Agreement will have the following features: (1) speech output by means of "text to speech" screen reader ("Screen Reader"); (2) volume control; (3) initial audio instructions that can be accessed upon headset insertion and which will inform the user how to initiate full audio instructions; (4) Tactilely Discernible Controls, which consist of three touch zones along the bottom of the screen identified by means of brailled markings and finger indentations; (5) private audible output of information by means of an earphone, with the earphone jack a standard, 3.5 millimeter size placed in an easily locatable position, which shall be in the same location on every On-Premises ATM with Screen Reader; (6) the same degree of privacy of user input as is provided to sighted users; (7) ability for the user to review and correct entries without canceling the entire transaction to the same extent that sighted users of the ATM can so review and correct entries for the particular transaction, except for entry of personal identification numbers; (8) audible transaction prompts to enable completion of each function required to be accessible pursuant to this Agreement; (9) audible operating instructions and

orientation to machine layout, provided as an introduction to machine use and provided throughout the transaction sequence; (10) ability for the user to interrupt (bypass) audible instructions; (11) ability for the user to repeat audible instructions, except for entry of personal identification numbers; and (12) audible verifications for all inputs, except that entry of the personal identification number need not be verified audibly with numbers.

## 2.2. Functionality of On-Premises ATMs with Screen Readers.

All On-Premises ATMs with Screen Readers developed, pilot tested and installed pursuant to this Agreement will utilize a software application with the following functionality for Citibank consumer deposit accounts: cash withdrawal and deposit options equal to those permitted on other ATMs that provide the maximum functionality at the Citibank site where the On-Premises ATM is located, account information, including account balance before and after other functions are executed, transfers of funds between all accounts, and New Functions pursuant to section 2.6. All On-Premises ATMs with Screen Readers installed pursuant to this Agreement will utilize a software application with the following functionality for network users who hold accounts with financial institutions other than Citibank: cash withdrawals from primary checking, savings and credit card accounts, account balances after other functions are executed (as permitted by the user's financial institution), and transfers of funds between primary checking, savings and credit card accounts, and New Functions pursuant to section 2.6, when any of the aforementioned activities are supported by the user's financial institution and when offered at other Citibank ATMs available at the same location.

## 2.3. Development and Laboratory Testing.

Prior to the Effective Date, Claimants, Claimants' Counsel and their consultant participated in laboratory testing of On-Premises ATMs with Screen Readers that contain all of the features and functionality described in sections 2.1 and 2.2, above ("Development and Laboratory Testing Phase"). Within ten (10) business days after this testing occurred, Claimants provided Citibank with written comments and suggestions regarding the On-Premises ATMs with Screen Readers' operation, usability and flow. Citibank shall give good faith consideration to all written comments provided by Claimants in an effort to incorporate Claimants' suggestions into the On-Premises ATMs with Screen Readers that will be installed pursuant to sections 2.4 and 2.5, herein. Within ten (10) business days after receiving Claimants' written comments, Citibank shall inform Counsel in writing regarding whether Citibank will incorporate each of Claimants' comments or suggestions into the On-Premises ATMs with Screen Readers installed pursuant to this Agreement. As to any comment or suggestion that Citibank determines cannot be so incorporated, Citibank will state the reason for its position.

## 2.4. National Pilot Project for On-Premises ATMs with Screen-Readers.

### **2.4(a)** National Pilot Project Schedule and Locations.

At the conclusion of the Development and Laboratory Testing Phase, and by no later than February 15, 2001, Citibank shall commence a National Pilot Project for testing On-Premises ATMs with Screen Readers. Citibank shall use its best

efforts to complete the installation of one On-Premises ATM with Screen Reader, as described in sections 2.1 and 2.2, above, as soon as possible and by no later than May 28, 2001, at each of five (5) Citibank branch or financial center locations for pilot testing (hereinafter "On-Premises Pilot Locations") in New York, New York. Citibank will give good faith consideration to any On-Premises Pilot Locations recommended by Claimants. Additionally, Citibank shall provide Claimants with oral status reports at least once every ten (10) days after the Effective Date until the installation is completed.

**2.4(b) Upgrade of California Pilot On-Premises ATMs with Screen Readers.** Citibank shall use its best efforts to upgrade the On-Premises ATMs with Screen Readers that were installed during the California Pilot Project, as soon as possible and by no later than May 14, 2001, to include the features and functionality described in sections 2.1 and 2.2, above. Citibank shall provide Claimants with oral status reports at least once every ten (10) days after the Effective Date until the upgrade is completed.

**2.4(c) Input Regarding National Pilot Project On-Premises ATMs with Screen Readers.**

**2.4(c)(1) Input from Claimants.**

During the National Pilot Project, Citibank personnel will meet or confer with representatives of Claimants at least once every sixty (60) days to demonstrate and report on the progress of the National Pilot Project and to elicit Claimants' input regarding the operation, usability and flow of the On-Premises ATMs with Screen Readers. Within ten (10) business days after this communication occurs, Claimants shall provide Citibank with written comments and suggestions regarding the On-Premises ATMs with Screen Readers' operation, usability and flow. Citibank shall give good faith consideration to all written comments provided by Claimants and will make a good faith effort to incorporate Claimants' suggestions into the On-Premises ATMs with Screen Readers that will be installed pursuant to section 2.5, herein. Within ten (10) business days after receiving Claimants' written comments, Citibank shall inform Counsel in writing regarding whether Citibank will be able to incorporate each of Claimants' comments or suggestions into the On-Premises ATMs with Screen Readers to be installed pursuant to section 2.5 of this Agreement. As to any comment or suggestion that Citibank determines cannot be so incorporated, Citibank will state with specificity the reason for its position.

**2.4(c)(2) Input from Other Persons with Vision Impairments.**

During the National Pilot Project, Citibank will accept input from Persons with Vision Impairments regarding On-Premises ATMs with Screen Readers. To the extent such input is received at bank branches, or by means of telephone communications from Persons with Vision Impairments through the Citibank toll free telephone customer service, Citibank will record such input on standard forms created by Citibank, relevant information from which shall be provided to Claimants upon reasonable request therefor, subject to the condition that Citibank will not provide information subject to any restrictions relating to rights of privacy or confidentiality.

**2.5. National Roll-Out of On-Premises ATMs with Screen Readers.**

**2.5(a) On-Premises Roll-Out Locations.**

As used herein, the term “On-Premises Roll-Out Location” means a street address that includes one or more On-Premises ATMs.

**2.5(b) National Roll-Out Schedule.**

Citibank will begin a roll-out of On-Premises ATMs with Screen Readers (“National Roll-Out Program”) at the conclusion of the National Pilot Project. During the National Roll-Out Program, Citibank shall install one On-Premises ATM with Screen Reader, as described in sections 2.1 and 2.2, above, at each On-Premises Roll-Out Location within the United States. By no later than December 31, 2001, at least twenty percent (20%) of On-Premises Roll-Out Locations will be equipped with an On-Premises ATM with Screen Reader. By no later than September 30, 2002, one-hundred percent (100%) of On-Premises Roll-Out Locations within the United States will be equipped with an On-Premises ATM with Screen Reader.

**2.5(c) Information Regarding On-Premises Roll-Out Locations.**

Citibank shall provide Claimants with notice, at least forty-five (45) days prior to the scheduled installation date, of the proposed On-Premises Roll-Out Locations where On-Premises ATMs with Screen Readers are to be installed during the first six months of the National Roll-Out Program. Citibank shall give good faith consideration to all On-Premises Roll-Out Locations recommended by Claimants.

**2.6 New Functions on On-Premises ATMs with Screen Readers.**

All new functions that Citibank adds to any Citibank ATM for the first time after the Effective Date shall be made accessible to Persons with Vision Impairments through On-Premises ATMs with Screen Readers as follows:

**2.6(a)** All On-Premises ATMs with Screen Readers that have not yet been rolled out as of the date that the new function becomes available to the general public will include the new function when the On-Premises ATM with Screen Reader is rolled out, provided that the function is available to sighted persons at the particular On-Premises Roll-Out Location;

**2.6(b)** All On-Premises ATMs with Screen Readers that have been rolled out before the new function becomes available to the general public will include the new function within sixty (60) days after the date that the new function becomes available, provided that the function is available to sighted persons at the particular On-Premises Roll-Out Location.

**2.7 Subsequently Acquired On-Premises ATM Locations.**

**2.7(a)** Each and every branch, financial center, and other consumer banking premises within the United States that is owned, leased or operated by Citibank, is opened to the public for the first time after the Effective Date, and which contains ATMs built by Citibank shall be equipped with one On-Premises ATM with Screen Reader by no later than the date that the location first provides Citibank ATMs to the public.

**2.7(b)** If during the term of this Agreement Citibank acquires another financial institution or other third party that offers ATMs for public use, Citibank shall notify Claimants in writing of such acquisition within thirty (30) days of the date that the acquisition becomes final. Within thirty (30) days of Claimants’ receipt of the notice, the parties shall begin negotiating in good faith in an effort to make the

ATMs at these acquired locations independently usable by Persons with Vision Impairments and the schedule for deploying that method at all such acquired locations. Such negotiation shall continue for a period not to exceed ninety (90) days unless the parties agree in writing to extend this negotiation period.

2.8 Subsequently Relinquished ATM Locations.

If Citibank ceases to own, lease or operate an On-Premises Roll-Out Location after the Effective Date, that Roll-Out Location shall no longer be subject to this Agreement as of the date upon which Citibank ceases to own, lease or operate the Roll-Out Location, and such subsequently relinquished Roll-Out Location shall no longer be considered in calculating Citibank's rollout schedules unless the Roll-Out Location is relinquished to a parent, subsidiary or affiliate of Citibank, in which case the Roll-Out Location shall remain subject to this Agreement.

2.9 No Surcharges for Use of Pilot On-Premises ATMs with Screen Readers.

During the period between February 15, 2001 and January 1, 2002, Citibank will not impose any surcharges on Persons with Vision Impairments using the pilot On-Premises ATMs with Screen Readers installed or upgraded pursuant to this Agreement. If Citibank has reasonable cause to believe that persons who are not vision impaired are utilizing On-Premises ATMs with Screen Readers solely for the purpose of avoiding surcharges, Citibank shall notify Claimants in writing and provide Claimants with data supporting Citibank's position. Within ten (10) days of receiving such notification, the parties will confer regarding a modification of this provision. If the data supports Citibank's position, Citibank will be entitled to cease waiving such surcharges.

2.10 Maintenance of On-Premises ATMs with Screen Readers.

Citibank will maintain the On-Premises ATMs with Screen Readers in the same manner as it maintains its other On-Premises ATMs.

2.11 Hours of Operation of On-Premises ATMs with Screen Readers.

Whenever an On-Premises Roll-Out Location has multiple ATMs with varying hours of operation, the On-Premises ATM with Screen Reader shall have the same scheduled hours of operation as the ATM with the longest hours of operation at that location.

2.12 Locations with Different Types of Citibank ATMs.

If during the term of this Agreement any On-Premises Roll-Out Location contains both Citibank proprietary ATMs and ATMs manufactured by Citibank's ATM vendor, the Citibank Talking ATM at that Roll-Out Location shall be an On-Premises Talking ATM with Screen Reader, as described in sections 2.1 and 2.2, above.

2.13 Visual and Tactile Signage and Labels.

Each On-Premises ATM with Screen Reader installed or upgraded pursuant to this Agreement shall have a sign that identifies the machine as a Citibank Talking ATM. Any text in that sign shall be in large print and Braille. Any non-text symbol on the sign shall be tactile. All On-Premises ATMs with Screen Readers installed pursuant to this Agreement shall have Braille labels identifying the following components: all keys, the earphone jack, deposit slot, card slot, cash dispenser and receipt dispenser. All characters and symbols on all signs and labels required by this section shall contrast with their background.

#### 2.14 Private Listening Devices.

A supply of private listening devices necessary to utilize any On-Premises ATM with Screen Reader shall be made available and provided free of charge to Persons with Vision Impairments.

#### 2.15 Provision of Information to Claimants.

**2.15(a)** Throughout the On-Premises Roll-Out Program, Citibank shall provide Claimants' Counsel with the address of each On-Premises ATM with Screen Reader installed pursuant to this Agreement within two weeks of the date upon which the On-Premises ATM with Screen Reader is installed. Such address notification shall be provided in writing either via United States mail or e-mail.

**2.15(b)** Twice annually during the pendency of this Agreement, beginning six months after the National Pilot Project commences, Citibank will provide to Counsel in writing the following information (if applicable during the reporting period) about the Rollout Programs:

**2.15(b)(1)** the number of locations in the United States containing On-Premises or Off-Premises ATMs broken down by state;

**2.15(b)(2)** a list of any new functions, as defined in section 2.6, above.

**2.15(c)** Within ten (10) days of receiving the information required by section 2.15(a) above, Claimants may request additional information reasonably related to implementation of this Agreement. Within thirty (30) days of Claimants' request, Citibank shall provide such information to Claimants or state objections to same in writing.

### **3. Future Negotiations.**

By no later than April 30, 2001, Citibank and Claimants shall negotiate in good faith regarding the subjects listed below. To ensure the effectiveness of these future negotiations, the parties may exchange information about the subjects listed below, upon reasonable request therefor. The future negotiations shall continue for a period not to exceed ninety (90) days unless the parties agree in writing to extend this negotiation period.

#### 3.1 Off-Premises Talking ATMs.

The parties shall negotiate to determine whether a reasonable and appropriate method is available for making Off-Premises ATMs independently usable by Persons with Vision Impairments and, if so, the schedule for deploying that method at all Citibank Off-Premises ATM Locations in the United States.

#### 3.2 Multiple Languages.

The parties shall negotiate to determine whether a reasonable and appropriate method is available for providing speech output through each On-Premises ATM with Screen Reader in all languages in which text is presented on the screen of each such ATM, and, if so, the schedule for deploying that method at all Citibank Off-Premises ATM locations in the United States.

### **4. Training of Citibank Personnel.**

#### 4.1 Training Topics.



Citibank will train relevant employees regarding the location, use and operation of On-Premises ATMs with Screen Readers and the private listening devices necessary to use such ATMs, and will instruct such employees in appropriate methods of instructing Persons with Vision Impairments how to use ATMs generally and the On-Premises ATMs with Screen Readers in particular. Citibank will train the employees specified in section 4.2, below, in how to demonstrate On-Premises ATMs with Screen Readers to Persons with Vision Impairments and how to respond to such persons' questions about use of the On-Premises ATMs with Screen Readers, and such demonstration shall be provided to Persons with Vision Impairments upon reasonable request therefor. The employees specified in section 4.2, below, who staff Citibank's toll-free telephone customer service line, will also be trained to solicit and accept comments that Persons with Vision Impairments wish to submit regarding the National Pilot Project, pursuant to section 2.4(c)(2), above. Relevant employees at On-Premises Pilot Locations shall also be trained to accept such comments during the National Pilot Project.

#### 4.2 Employees Subject to Training.

At a minimum, employees to be trained pursuant to this section shall include a sufficient number of employees at each On-Premises Pilot Location, On-Premises Roll-Out Location and Subsequently Acquired On-Premises ATM Location, where the On-Premises ATMs with Screen Readers are located. Employees to be trained pursuant to this section shall also include a sufficient number of employees who staff Citibank's toll-free telephone customer service line to ensure that Persons with Vision Impairments receive accurate and timely responses to questions regarding On-Premises ATMs with Screen Readers.

#### 4.3 Training Materials and Program.

Citibank will provide Claimants and Counsel with copies of any training materials, and the principal components of its training plan prior to commencing the training required by this Agreement. Claimants shall provide Citibank with comments upon these training materials within ten (10) business days of receipt. Citibank shall give good faith consideration to all such written comments and suggestions that Claimants give pursuant to this section.

#### 4.4 Training Schedule.

**4.4(a)** By no later than February 15, 2001, Citibank shall finalize the training program, and shall commence initial training of its employees who serve the public at locations where On-Premises ATMs with Screen Readers are to be installed, and its employees who serve the public through Citibank's toll-free telephone customer service regarding the use, operation and location of On-Premises ATMs with Screen Readers.

**4.4 (b)** By no later than March 9, 2001, Citibank shall complete initial training of the employees described above regarding the use, operation and location of On-Premises ATMs with Screen Readers.

**4.4 (c)** Citibank will ensure that an adequate number of the new employees hired after the Effective Date and after the date specified in section 4.4 (b), who serve the public at Citibank locations where On-Premises ATMs with Screen Readers are installed or who serve the public through the Citibank's toll-free telephone customer service shall receive information regarding use, operation and location

of On-Premises ATMs with Screen Readers consistent with the schedules and locations for installation of such Talking ATMs, as part of their initial new employee training.

## **5. Publicity Regarding On-Premises ATMs with Screen Readers.**

### **5.1 Information to the General Public.**

Beginning five (5) days prior to the installation of the first pilot On-Premises ATM with Screen Reader, and continuing throughout the term of this Agreement, Citibank will make a good faith effort to provide information to the general public about its Talking ATM program and about the location of all installed On-Premises ATMs with Screen Readers. Citibank shall use its best efforts to provide such information through the following methods: the Citibank website, a dedicated menu option on the Citibank toll free telephone customer service, and live telephone customer service operators and branch staff.

### **5.2 Information to Persons with Vision Impairments Regarding On-Premises ATMs with Screen Readers.**

Citibank will distribute public service announcements in order to publicize the existence of the On-Premises ATMs with Screen Readers.

### **5.3 Joint Press Release to Announce Execution of this Agreement.**

The parties will negotiate a joint press release to be issued within five (5) days of the execution of this Agreement. If the parties cannot agree on a joint press release, either party may send their own press release, provided that (a) the content is consistent with this Agreement; and (b) a copy of the release is provided to all parties and their counsel at least twenty-four (24) hours before it is sent to the press.

### **5.4 Joint Press Release and Press Briefing to Announce Installation of First Pilot On-Premises ATMs with Screen Readers in New York.**

The parties will negotiate a joint press release and may choose to schedule a joint press briefing to be issued and held as soon as practicable after the pilot On-Premises ATMs with Screen Readers are installed in New York. If the parties cannot agree on the content of the joint press release, either party may send their own press release, and schedule their own press briefing, provided that (a) the content of the press release and (b) the location of the press briefing are communicated to all parties and their counsel at least forty-eight (48) hours before notification to the press.

## **6. Procedures for Dispute Resolution.**

### **6.1 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:

**6.1(a)** the alleged act of non-compliance;

**6.1(b)** a reference to the specific provision(s) of the Agreement that are involved;

**6.1(c)** a statement of the remedial action sought by the initiating party;

**6.1(d)** a brief statement of the specific facts, circumstances and legal argument supporting the position of the initiating party.

**6.2 Meet and Confer.**

Within ten (10) days of receipt of a Notice provided pursuant to section 6.1, Claimants and Citibank shall informally meet and confer and attempt to resolve the issues raised in the Notice.

**6.3 Informal Discovery.**

As part of the meet and confer process, the parties shall exchange relevant documents and/or other information and engage in informal discovery in an attempt to resolve the issues raised in the Notice. Any disagreement about information to be provided shall be handled pursuant to the provisions of this section.

**6.4 Submission to Binding Arbitration.**

**6.4(a)** If the matters raised in a Notice provided pursuant to this section are not resolved within thirty (30) days of the initial meet and confer required by section 6.2, either party may submit the unresolved matters to binding arbitration as set forth herein.

**6.4(b)** Any dispute arising out of or relating to this Agreement or the breach, termination or validity thereof, shall be finally settled by arbitration conducted in accordance with the American Arbitration Association Commercial Arbitration Rules, except as set forth in section 6.4(c), below. Arbitration shall be conducted by three independent and impartial arbitrators, of whom each party shall appoint one. Such arbitration will take place in either San Francisco or Oakland, California. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

**6.4(c)** Each party shall advance its own costs for participating in any arbitration conducted pursuant to this provision. However, attorney's fees, expenses, costs, including the costs of arbitration and filing fees, and expert witness fees incurred in resolving any disputes arising out of or relating to this Agreement shall be awarded in the arbitrator's discretion, exercised pursuant to the Americans with Disabilities Act standard for awarding fees, expenses and costs.

**6.5 Law Governing Interpretation and Application of Agreement.**

The terms of this Agreement, and the provisions thereof, shall be interpreted and applied pursuant to the ADA or where the ADA does not provide guidance, pursuant to the laws of the State of California.

## **7. Miscellaneous Provisions.**

**7.1 Modification in Writing.**

No modification of this Agreement by the parties shall be effective unless it is in writing and signed by authorized representatives of all the parties hereto.

**7.2 Agreement Binding on Assigns and Successors; No Third Party Beneficiaries.**

**7.2(a) Assigns and Successors.**

This Agreement shall bind any assigns and successors of Citibank, N.A. Counsel shall be notified of the existence, name, address and telephone number of any assigns or successors of Citibank within a reasonable time thereafter.

**7.2(b) No Third Party Beneficiaries.**

This Agreement is for the benefit of the parties hereto only and no other person or entity shall be entitled to rely hereon, receive any benefit here from, or enforce against either party any provision hereof. The parties specifically intend that there be no third party beneficiaries to this Agreement.

**7.3 Integrated Agreement.**

This Agreement constitutes the entire Agreement relating to the subject matters addressed therein.

**7.4 Rules of Construction.**

Each party and its legal counsel have reviewed and participated in the drafting of this 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 this Agreement. Section titles used herein are intended for reference purposes only and are not to be construed as part of the Agreement. The Recitals are integral to the construction and interpretation of this Agreement and are therefore incorporated into this Agreement in their entirety.

**7.5 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 certified or registered U.S. mail, return receipt requested, by nationally recognized overnight couriers, or by personal delivery addressed as follows:

**To Claimants:**

Linda M. Dardarian  
c/o Saperstein, Goldstein, Demchak & Baller  
300 Lakeside Drive, Suite 1000  
Oakland, CA 94612  
Fax No.: (510) 835-1417

Elaine B. Feingold  
Law Office of Elaine B. Feingold  
1524 Scenic Avenue  
Berkeley, CA 94708

**To Citibank, N.A.:**

Benjamin D. Velella  
One Court Square, 43rd Floor  
Long Island City, NY 11120

**7.6 Triplicate Originals/Execution in Counterparts.**

All parties and 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:**

- **CITIBANK, N.A.**  
By: Citibank, N.A.
- **STEVEN MENDELSON**
- **KATHLEEN MARTINEZ**
- **CALIFORNIA COUNCIL OF THE BLIND**  
By: Catherine Skivers

**APPROVED AS TO FORM:**

- **CITIBANK, N.A.**  
By: Benjamin Velella, Esq.
- **SAPERSTEIN, GOLDSTEIN, DEMCHAK & BALLER**  
By: Linda M. Dardarian, Esq.
- **LAW OFFICE OF ELAINE B. FEINGOLD**  
By: Elaine B. Feingold, Esq.
- **DISABILITY RIGHTS EDUCATION & DEFENSE FUND**  
By: Linda Kilb, Esq.