

**SETTLEMENT AGREEMENT, GENERAL RELEASE
AND COVENANT NOT TO SUE**

I. PARTIES

The parties to this Settlement Agreement, General Release and Covenant Not To Sue ("Agreement") are:

A. Colorado Cross-Disability Coalition ("CCDC"), Julie Reiskin, Debbie Lane and members of the Class as certified by the Court in its February 3, 1999 Order (collectively referred to as "the Plaintiffs"); and

B. Defendant Taco Bell Corp. ("Taco Bell").

II. RECITALS

A. Plaintiffs have filed a class action complaint entitled *Colorado Cross-Disability Coalition et al. v. Taco Bell Corporation*, in the United District Court for the District of Colorado, Civil Action No. 97-B-2135 ("the Lawsuit"), alleging discrimination on the basis of disability in violation of Title III of the Americans With Disabilities Act, 42 U.S.C. § 12181 *et seq.* ("the ADA") and the Colorado Anti-Discrimination Act, C.R.S. § 34-24-601 *et seq.*

B. Taco Bell denies each and every material allegation contained in Plaintiffs' Complaint, as amended, including specifically any liability on its part in favor of Plaintiffs in any amount or for any reason.

C. Taco Bell, by entering into this Agreement, admits no wrongdoing or liability whatsoever. Taco Bell has asserted and continues to assert that certain of the undertakings set forth in this Agreement are not required by and exceed the requirements of the ADA. Furthermore, since prior to the enactment of the ADA, Taco Bell has embarked on an ongoing program directed to increasing the accessibility of its restaurants and compliance with all applicable accessibility guidelines.

D. Nonetheless, the parties desire to mutually and amicably settle all claims and controversies existing between them, as more specifically set forth below on the terms and conditions of this Agreement.

III. DEFINITIONS

A. The phrase "Current Colorado Corporate-owned Taco Bell Restaurant," as used herein, shall refer to any Taco Bell restaurant located in Colorado and owned by Taco Bell as of the date of execution of this Agreement. A list of Current Colorado Taco Bell Restaurants is attached hereto as Attachment A hereto.

B. The phrase "Future Colorado Corporate-owned Taco Bell Restaurant," as used herein, shall refer to any Taco Bell restaurant located in Colorado and acquired or constructed by Taco Bell at any time after the execution of this Agreement.

C. The phrase "queue line," as used herein, shall refer to any barriers or other devices used to cause patrons to form a single line when patronizing the service counter in a Taco Bell restaurant.

IV. COVENANTS

In consideration of the mutual covenants set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

A. Release and Covenant Not to Sue:

1. Plaintiffs, for themselves, their heirs and assigns, and specifically including all members of the Class, do hereby forever release and discharge Taco Bell, its subsidiaries, affiliates, successors, predecessors, assigns, agents, employees, attorneys and representatives (collectively referred to as the "Released Parties") from, and covenant not to sue the Released Parties with respect to, any and all causes of action, actions, judgments, liens, indebtedness, damages, losses, claims, liabilities and demands of whatsoever kind and character in any manner whatsoever arising from or relating to the accessibility of the queue lines in any Current and/or Future Colorado Corporate-owned Taco Bell Restaurant, and, without limiting the generality of the foregoing, specifically from all claims or allegations asserted or which could have been asserted by Plaintiffs or on their behalf in the Lawsuit relating to the accessibility of the queue lines in any Current and/or Future Colorado Corporate-owned Taco Bell Restaurant, including claims to attorneys' fees. Subject to the limitations set forth in Paragraph E below, nothing in this Agreement is intended to release or discharge Taco Bell franchisees or licensees from any liability of any kind whatsoever.

2. Taco Bell, for itself and its subsidiaries, affiliates, successors, predecessors, assigns, agents, employees, attorneys and representatives, does hereby forever release and discharge Plaintiffs from any and all causes of action, actions, judgments, liens, indebtedness, damages, losses, claims, counterclaims, liabilities and demands of whatsoever kind and character in any manner whatsoever arising from or relating to the Lawsuit or that could have been asserted by Taco Bell in the Lawsuit.

3. Plaintiffs represent that they have not commenced, and that they will not at any time after execution of this Agreement commence, any other action, lawsuit, or legal proceeding or file any other charge or complaint with any federal, state or local agency against any of the Released Parties relating to the accessibility of the queue lines in any Current and/or Future Colorado Corporate-owned Taco Bell Restaurant.

4. Plaintiffs understand and expressly agree that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present, or future, arising from or relating to any alleged violation by the Released Parties occurring prior to the execution of this Agreement, relating to the accessibility of the queue lines in any Current and/or Future Colorado Corporate-owned Taco Bell Restaurant, referred to herein or not.

5. The parties understand and expressly agree that this Agreement shall bind and benefit Plaintiffs, including all members of the Class, and their respective heirs, administrators, successors and assigns.

6. Plaintiffs further represent that they have not assigned or transferred in any way any claims against any of the Released Parties.

B. Consideration: In consideration of the releases and covenant not to sue set forth in this Agreement, Taco Bell agrees to the following terms:

1. On or before December 31, 2001, Taco Bell agrees that the queue lines in all Current Colorado Corporate-owned Taco Bell Restaurants will comply with the dimensions specified in § 4.3.3, or § 4.2 and § 5.5 of the Americans With Disabilities Act Accessibility Guidelines ("the ADAAG");

2. Taco Bell agrees that any queue lines in any Future Colorado Corporate-owned Taco Bell Restaurant will comply with the dimensions specified in § 4.3.3, or § 4.2 and § 5.5 of the ADAAG.

3. Within 30 days after final Court approval of the settlement set forth in this Agreement, Taco Bell will make the following payments:

a) The amount of \$210,000 by check to the order of Fox & Robertson P.C. representing attorneys' fees, costs and expenses incurred by Plaintiffs in connection with the lawsuit; and

b) The amount of \$50 per Class member identified by Plaintiffs, but not to exceed a total of \$5700. This amount shall be paid by Taco Bell directly to CCDC for distribution to Class members, and shall be paid to each Class member irrespective of the number of visits such member made to any Taco Bell facility or facilities.

4. Taco Bell shall pay CCDC at the rate of \$25 per hour for a qualified CCDC member to determine compliance with Taco Bell's obligations under this Agreement for the removal or widening of the queue lines in accordance with Paragraph IV.B.1 hereof. The total of such payments shall not exceed \$3500 and such monitoring shall be limited to one occasion per Current Colorado Corporate-owned Taco Bell Restaurant and must be completed no later than June 30, 2002;

5. Taco Bell agrees to provide training and written instruction or direction to the employees in its Colorado corporate-owned stores to maintain unobstructed queue lines as more particularly described in Attachment B hereto, which will be sent as an e-mail or memo to each facility.

C. Dismissal of Lawsuit: Plaintiffs and Taco Bell authorize, instruct and direct their attorneys of record in the Lawsuit to enter into a Stipulation for Dismissal with Prejudice and to file all documents necessary to seek entry of an Order of Dismissal with Prejudice in the lawsuit in the form of Attachments C and D to this Agreement.

E. Moratorium on Claims Against Colorado Franchisees and Licensees: Plaintiffs and Plaintiffs' counsel agree that they will not institute, or threaten to institute, any lawsuits, administrative charges or other legal proceedings against Taco Bell's franchisees and licensees concerning franchised or licensed Taco Bell restaurants in the state of Colorado for a period of two years after final Court approval of this Agreement. In exchange for this promise, Taco Bell agrees to encourage its Colorado franchisees and licensees to remove or widen their queue lines within this two year period in accordance with the dimensions specified in § 4.3.3, or § 4.2 and § 5.5 of the ADAAG.

F. Arbitration: The parties agree that any dispute arising from the terms of this Agreement shall be submitted to an impartial arbitrator for final and binding resolution in accordance with the rules of the American Arbitration Association. The arbitrator shall have the power to order specific performance of this Agreement. Seeking specific performance of this Agreement by order of the arbitrator is the sole and exclusive remedy of the parties with respect to any claim of future violations of this Agreement or any alleged violation of any statute governing or relating to the accessibility of queue lines at Current and/or Future Colorado Corporate-owned Taco Bell Restaurants. The parties agree that the Arbitrator shall enter an award of attorneys' fees and costs to the prevailing party in any action to enforce the terms of this Agreement in accordance with the prevailing party standard under the ADA.

G. No Admission of Liability: The parties agree that this Agreement does not constitute an admission of liability; that it does not constitute any factual or legal precedent or finding whatsoever; and that it may not be used as evidence in any subsequent proceeding of any kind, except in an action alleging a breach of this Agreement.

H. Knowing Waiver:

1. The named-Plaintiffs represent that they have read this Agreement and discussed it with their attorney, and understand each of the terms of this Agreement. The named-Plaintiffs further represent that they have had adequate time to consider this Agreement and enter into this settlement and execute this Agreement voluntarily and willingly.

2. Taco Bell represents that it has read this Agreement and discussed it with

its attorney, and understands each of the terms of this Agreement. Taco Bell further represents that it has had adequate time to consider this Agreement and enters into this settlement and execute this Agreement voluntarily and willingly.

I. Agreement of Counsel: The undersigned counsel represent that they have read this Agreement and have reviewed it with their respective clients. They further represent that this Agreement accurately sets forth the parties' understanding and is legally valid and enforceable.

J. Governing Law: Except as otherwise provided herein, Colorado law shall govern the validity, effect and interpretation of this Agreement.

K. No Other Agreements: This document constitutes the entire understanding and Settlement Agreement between the parties. Any modification of this Agreement must be in writing and signed by Plaintiffs and Taco Bell.

Date: 1/12/00

COLORADO CROSS-DISABILITY COALITION

BY: Julie Reiskin
Name: Julie Reiskin
Title: Executive Director

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

Subscribed and sworn to before me this 12th day of January, ~~1999~~²⁰⁰⁰, by
Julie Reiskin

My commission expires: 7/28/03

Julie A. Neeson
Notary Public

TACO BELL CORPORATION

By: [Signature]
Name: **R. BRYCE SHIRLEY**
Title: **Assistant Secretary**

STATE OF CALIFORNIA)
) ss.
COUNTY OF (ORANGE)


Subscribed and sworn to before me this 14th day of January, ²⁰⁰⁰~~1999~~, by
R. Bryce Shirley

My commission expires: 10/24/01

[Signature]
Notary Public



APPROVED AS TO FORM AND CONTENT:



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