

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 19th day of October, 2001 (the "Effective Date") by and between the following Parties: Lisa Carmelle, Rene Cummins, the North Carolina Council of the Blind, Orange County Disability Awareness Council, James Caldwell, Bette Homer, and the National Federation of the Blind of Pennsylvania (hereafter "Claimants"); and Wachovia Corporation and First Union National Bank (collectively known as "First Union") for the purposes and on the terms specified herein and operates in conjunction with the Confidential Addendum to this Agreement.

RECITALS

The Full Agreement is based on the following facts:

A.

Lisa Carmelle, Rene Cummins, James Caldwell and Bette Homer (the "individual Claimants") are individuals who are blind or vision-impaired and who currently have, had, or would like to have one or more bank accounts with First Union or would like to use First Union Automated Teller Machines ("ATMs"). Each of the individual Claimants is an individual with a disability within the meaning of Section 3(2) of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, 12102(2) ("ADA") and the Title III regulations implementing the ADA contained in 28 C.F.R. §§ 36.101, et seq. ("ADA Regulations").

B.

The North Carolina Council of the Blind, Orange County Disability Awareness Council and the National Federation of the Blind of Pennsylvania ("Councils") are non-profit corporations that provide advocacy services on behalf of blind and vision-impaired persons in the States of North Carolina and Pennsylvania, dedicated to promoting the well-being of blind and vision-impaired persons, and provide information to the general public about the accomplishments, needs and contributions of blind and vision-impaired persons. Councils are incorporated and have places of business in the States of North Carolina and Pennsylvania. Among the Councils' members, and those on whose behalf they advocate and provide services, are many individuals with disabilities who hold bank accounts with First Union or who hold or held bank accounts with other banks and would like to utilize First Union Automated Teller Machines to access those accounts.

C.

First Union has full financial service offices in North Carolina, Pennsylvania, New Jersey, Maryland, Washington D.C., Virginia, Delaware, Florida, Georgia, South Carolina, New York, and Connecticut (the First Union "business footprint"). First Union makes available numerous Automated Teller Machines ("ATMs") throughout its business footprint.

D.

A dispute has arisen between the Parties concerning whether First Union provides Claimants and other blind and vision-impaired persons with independent access to

its ATMs, printed material and website within the present legal requirements (“the Dispute”).

E.

The Parties enter into this Agreement in order to resolve the Dispute and to avoid the burden, expense, and risk of potential litigation. In entering into this Agreement, First Union does not admit, and specifically denies, that it has violated or failed to comply with any provisions of the ADA, 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 this 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 First Union of any such violation or failure to comply with any applicable law. Neither this 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 Claimants with respect to technology, the requirements of any applicable law or First Union’s compliance with such applicable law. This Agreement and its terms and provisions shall not be offered or received as evidence for any purpose whatsoever against First Union in any action or proceeding, other than a proceeding to enforce the terms of this Agreement and/or Confidential Addendum.

F.

The Parties acknowledge that after the Effective Date, standards for access to ATM services by Persons with Vision Impairments, different from First Union’s obligations under this Agreement, may be established by new laws or regulations. Any disputes regarding potential changes in the Parties’ obligations under this Agreement that result from such new laws or regulations will be subject to Section 4 herein.

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

1. Definitions.

As used only in this Agreement, the following terms shall be as defined below:

1.1

Americans with Disabilities Act or ADA means the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq.; the Title III implementing regulations, 28 C.F.R., Part 36, including Appendix A, the Standards for Accessible Design (hereinafter “Standards”); and the ADA Title III Technical Assistance Manual and its 1994 Supplement.

1.2

Automated Teller Machine Location or ATM Location means a “location” as that term is used as of the Effective Date in the ATM Locator page of First Union’s website, whose current website URL is “firstunion.com.”

1.3

First Union Automated Teller Machine or First Union ATM means, for the purpose of this Agreement, a self-service, card accessed electronic information processing device that dispenses cash and/or accepts deposits, is owned, leased or operated by First Union, installed in public locations for the primary purpose of conducting certain financial and/or other transactions directly through the device, and identified with the First Union name, or any other name which First Union might adopt as a brand name for its ATMs. Excluded from the foregoing definition are ATMs that First Union leases to another person or entity and where First Union either does not own the ATM or where any ownership interest of First Union is solely to secure repayment of a debt owed to First Union.

1.4

First Union Talking ATM means a First Union ATM that enables Persons with Vision Impairments to independently access all Functions on the ATM that are available to sighted persons and that are required to be accessible pursuant to the terms of this Agreement. A First Union Talking ATM has the following features: (1) speech output; (2) tactilely discernible controls; (3) ensures the privacy of the audible output of information; (4) provides the same degree of privacy of user input as is provided to sighted users; (5) allows 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; (6) provides audible transaction prompts to enable completion of each Function required to be accessible pursuant to this Agreement; (7) provides audible operating instructions and orientation to machine layout; (8) allows the user to interrupt audible instructions except where legal disclosure statement must be presented to the customer in its entirety; and (9) provides audible verifications for all inputs, except that entry of the personal identification number need not be verified audibly with numbers. When the method for ensuring privacy is an earphone, the earphone jack will be placed in an easily locatable position and will be a standard, 3.5-millimeter size.

1.5

First Union 24-Hour Telephone Customer Service means the primary toll-free telephone number (1-800-ask-funb) that First Union provides to its retail consumers 24 hours per day for conducting general retail banking that is available for First Union's retail banking customer service transactions and obtaining general information about retail accounts, products and services.

1.6

Counsel means Saperstein, Goldstein, Demchak & Baller, The Law Office of Elaine B. Feingold, The Disabilities Law Project, and the attorneys practicing law therein.

1.7

Function means a task or transaction that an ATM is capable of performing. Examples of ATM Functions available on First Union ATMs as of the Effective Date include the ability to dispense cash, accept deposits, provide account balance information and transfer money between multiple accounts.

1.8

Persons with Vision Impairments means individuals who are blind or have central visual acuity not to exceed 20/200 in the better eye, with corrected lenses, as measured by the Snellen test, or visual acuity greater than 20/200, but with a limitation in the field of vision such that the widest diameter of the visual field subtends an angle not greater than 20 degrees.

1.9

Tactilely Discernible Controls means operating mechanisms used in conjunction with speech output that can be located and operated by feel. When a numeric keypad is part of the Tactilely Discernible Controls used on a First Union Talking ATM, the numeric keypad will have an “echo” effect such that the user’s numeric entries are repeated in voice form, except for the entry of a personal identification number.

1.10.

Undue Burden means significant difficulty or expense. In determining whether an action would result in an Undue Burden, factors to be considered include those set forth in the ADA and specifically 42 U.S.C. § 12111(10)(A) and in 28 C.F.R. § 36.104 and in III-4.3600 of the Technical Assistance Manual and any other regulations/interpretive guidance issued by or on behalf of the Department of Justice

To the extent required by the ADA, it will be First Union’s obligation to establish the existence of an Undue Burden.

2. Talking ATMs.

2.1 Deployment of First Union Talking ATMs.

2.1(a) Development and Testing.

First Union has finalized the initial development and testing of its Talking ATM project.

2.1(b) Talking ATM Functionality.

First Union’s Talking ATMs provide Persons with Vision Impairments independent access to the following Functions (to the extent that such Functions are available to sighted persons at that ATM Location): (i) transfers between a user’s accounts; (ii) deposits to a user’s accounts; (iii) cash withdrawals from a user’s accounts; (iv) cash withdrawals from a user’s credit card account when the ATM is accessed through the user’s credit card; (v) PIN changes; (vi) account balance inquiries; (vii) stamp purchases; (viii) purchase of phone time receipt cards; (ix) making loan payments; (x) making split deposits to two accounts; and (xi) deposits with cash back.

The Parties recognize that First Union’s principal ATM vendor does not have the volume control feature ready for installation. When the volume control feature becomes available from First Union’s principal ATM vendor, First Union will notify Claimants and the Parties will discuss the potential for incorporating this feature into First Union’s Talking ATMs.

2.1(c) The Pilot Project.

First Union Talking ATMs already have been installed at 19 “pilot” locations in North Carolina, Pennsylvania, Washington D.C., Florida, Maryland and New Jersey.

During the Pilot Project, First Union will solicit input from Persons with Vision Impairments, including the Claimants, regarding the accessibility provided by the Talking ATMs in the pilot project. Also during the Pilot Project, the Claimants Group shall collect and forward to First Union any comments they receive from any Person with Vision Impairments or related advocacy groups regarding the accessibility provided by the Talking ATMs.

2.1(d) ATM Conversion Program.

2.1(d)(1) Additional Talking ATM Commitment for 2001.

Subject to the provisions of Section 3 herein, at the conclusion of the Pilot Project, barring the encountering of Undue Burden, First Union will commence installation of additional Talking ATMs (as described in section 2.1(a) above) within the First Union business footprint. First Union will install between 50 and 75 Talking ATMs (including the pilot program ATMs) on or before December 31, 2001.

2.1(d)(2) Additional Talking ATM Commitment for 2002.

Subject to the provisions of Section 3, beginning in January 2002 and continuing until June 30, 2002, barring Undue Burden, First Union will install within its business footprint an additional number of Talking ATMs to bring the total number of ATMs converted to Talking ATMs (including the pilot program ATMs) to between 100 to 125.

2.1(d)(3) Selection of Additional Talking ATM Locations.

Throughout the life of this Agreement the location of the First Union Talking ATMs will be determined on a priority basis taking into consideration the demographics of the area surrounding the ATM sites, the ATM model type, cost to support Talking ATM features or the ATM at the location, and specific site location requests from Claimants. First Union has provided Claimants with a list of the proposed locations where First Union Talking ATMs may be installed pursuant to section 2.1(d)(1) and 2.1(d)(2) for their review and comment. First Union has and shall continue to consider in good faith all Claimants’ comments and suggestions regarding these locations, and other locations in the states in which the proposed locations are situated.

2.1(d)(4) Potential Deployment of Additional Talking ATMs.

2.1(d)(4)(a) Not later than April 30, 2002, the Parties shall begin negotiating in good faith regarding First Union’s ability and willingness to install additional Talking ATMs at First Union ATM Locations other than those at which a Talking ATM is to be placed as described in section 2.1(a) - (d)(2), above. Such negotiations shall continue for a period not to exceed sixty (90) days unless the Parties mutually agree to extend the period further (“Future Negotiation Period”).

2.1(d)(4)(b) During the Future Negotiation Period, the parties shall negotiate in good faith regarding the following: (i) Talking ATMs at other locations where First Union owns, leases or operates ATMs; (ii) effective communication of First Union’s printed materials to Persons with Vision Impairments; (iii) the accessibility of First Union’s website and on-line banking services to Persons

with Vision Impairments; (iv) implementation of a training program for relevant First Union staff on issues relevant to Persons with Vision Impairments; (v) resolution of Claimants' claim for reasonable attorney's fees, costs, and expert expenses, if any, incurred after the effective date (subject to the Confidential Addendum to the Agreement); and (vi) any other matter which either party believes is reasonably related to the issues set forth in subparts (i) – (v) herein. If the Parties reach agreement on any of these issues, such an agreement will be memorialized in writing as an Addendum to this Agreement.

2.1(d)(4)(c) If, by the conclusion of the Future Negotiation Period, the Parties have not reached a definitive agreement regarding any additional talking ATMs that First Union may agree to install, and if the Parties have not reached agreement on any of these issues and have not agreed to an extension of the Future Negotiation Period, this Agreement shall expire. Nothing in this provision guarantees First Union will commit to the installation of any additional Talking ATMs beyond those described in sections 2.1(a) – (d)(2).

2.2 Provision of Information to Claimants.

First Union will provide to Counsel in writing the number and address of each First Union Talking ATM placed as soon as possible after installation through June 30, 2002.

2.3 Braille Labels and Signage at First Union ATM Locations.

All First Union ATMs (Talking and Non-Talking) will have Braille labels identifying (as appropriate) the card reader, cash dispenser, receipt dispenser, deposit envelop bin and depository slot, Function Keys and earphone jack. At each location where a talking ATM is installed there will be a printed sign or other identifying mark or symbol stating that a talking ATM exists at that location. To the extent there is sufficient space on the face of the ATM, without altering existing layout or signage, each First Union Talking ATM installed pursuant to this Agreement shall have a sign that identifies the machine as a Talking ATM. Any text in that identifying portion of the sign shall be in large print and Braille. Any non-text symbol on the sign shall be tactile.

2.4 Headphones to be Provided.

Upon reasonable request, First Union will provide a headset to each Person with a Vision Impairment.

3. Right to Seek Modification Under Certain Limited Circumstances.

3.1

Pursuant to the terms of the notice procedure set forth in Section 6 below, First Union may seek modification of this Agreement if:

3.1(a) The development, testing, implementation and installation of the First Union Talking ATMs has a substantial adverse effect on the individual performance of a substantial number of such ATMs or on the overall performance or security of First Union's ATM operations;

3.1(b) The available technology does not permit First Union to develop and install First Union Talking ATMs that will operate effectively to enable Persons with

Vision Impairments to independently use the machines for the Functions provided;

3.1(c) There is a method other than First Union Talking ATMs for providing Persons with Vision Impairments independent access to banking services to a substantially equivalent level as by First Union Talking ATMs;

3.1(d) First Union's ATM vendors cannot provide critical parts, equipment or materials or services due to circumstances that are unforeseen and outside of First Union's control, and which create an Undue Burden for First Union to meet the schedule for implementation and deployment of Talking ATMs; or

3.1(e) Any of First Union's obligations under this Agreement results in an Undue Burden.

3.2 Suspension of Performance Under Certain Limited Circumstances Following Notice of Modification Pursuant to Section 3.1.

Delivery by First Union to Claimants of Notice of Proposed Modification pursuant to Section 6.1(a), based upon the conditions stated in Sections 3.1(a) through 3.1(e) shall suspend for sixty (60) days First Union's performance of its executory obligations under the portion of Section 2 of the Agreement that First Union seeks to modify. Should First Union require additional time for suspension of performance, it will notify Claimants. The procedures set forth in Section 6.1(a), 6.1(a)(1) and 6.1(a)(2) below shall apply to any such request for additional time. Any such suspension shall not constitute a breach of this Agreement.

4. Future Compliance with Statutes, Regulations and Standards.

4.1 Effect of Change in Law or Regulation.

The Parties acknowledge that after the Effective Date, standards for access to ATM services by Persons with Vision Impairments, different from First Union's obligations under this Agreement, may be established by applicable new laws or regulations. In the event of such a change, the Parties agree that where the new law or regulation imposes a less rigorous obligation than provided in this Agreement, First Union's compliance with the new law or regulation will constitute compliance with relevant portions of this Agreement, provided that First Union follows the procedures set forth in section 4.2, below. Where the law imposes a more stringent obligation than provided in this Agreement, the Parties agree that: (1) the new obligation shall be incorporated as a term of this Agreement as soon as reasonably feasible after the new obligation becomes effective, but in no event prior to the running of any grace period provided in such law or regulation; and (2) no action by First Union, permitted or required by such laws or regulations, shall constitute a breach of this Agreement.

4.2 Modification Based on Change of Law or Regulations.

If any party to this Agreement contends that there is a change in any applicable law or regulation, which will necessitate a modification under section 4.1, that party shall notify counsel for the other parties in writing. The notification will include the way in which the party contends the Agreement should be modified as a result of the change in law or regulation. The proposed modification will become effective thirty (30) days after such notification unless counsel for the

other parties object in writing to the proposed modification. In the event of disagreement between the parties over the appropriate modifications to this Agreement as contemplated by this Section, the parties shall meet and confer and shall work together in good faith to resolve the disagreement. Failure to reach understanding during such meet and confer shall be considered a dispute to be resolved pursuant to Section 6 of this Agreement.

5. Training of First Union Personnel.

5.1 Training.

First Union will train relevant employees regarding the location, use and operation of First Union Talking ATMs and will instruct such employees in appropriate methods of instructing Persons with Vision Impairments how to use First Union ATMs generally and the First Union Talking ATMs in particular, as further set forth in section 5.2 herein. At a minimum, employees to be trained pursuant to this section shall include employees at all bank branches where the First Union Talking ATMs are located and First Union telephone customer service representatives who may, in the normal course of business, receive inquiries regarding First Union Talking ATMs. Such employees will be trained in a timely manner to ensure effective implementation of the provisions of this Agreement.

5.2 Information and Services to Persons with Vision Impairments.

First Union will train the banking center employees specified in section 5.1 in how to demonstrate First Union Talking ATMs to Persons with Vision Impairments. First Union will make its best efforts to provide persons with Vision Impairments demonstrations of First Union Talking ATMs upon reasonable request therefore. By no later than the Effective Date, First Union will provide Claimants' Counsel with training materials designed to comply with this section. Claimants shall provide First Union with comments thereon within ten (10) business days of receipt. First Union shall consider in good faith the substance of all such written comments and suggestions that Claimants give pursuant to this Section that are consistent with the ADA and this Agreement. Where it is possible and agreeable to both parties, First Union will incorporate the substance of said comments.

6. Procedures in the Event of Disputes or Requests for Modification.

6.1 Notice.

6.1(a) Notice of Proposed Modification. If First Union concludes, based upon the exercise of reasonable business judgment and discretion, that the conditions exist under which modification of this Agreement is allowed, as set forth in Sections 3.1(a) through 3.1(e) it shall provide Claimants with a written Notice of Proposed Modification containing the following information:

6.1(a)(1) Which conditions set forth in Section 3.1(a) through 3.1(e) have occurred or what alternative technology it proposes;

6.1(a)(2) The factual basis for First Union's initial conclusion that the conditions in sections 3.1(a) through 3.1(e) have occurred or the details of the alternative technology and the method by which it provides independent access to ATM Functions required by this Agreement within the time frames set forth herein.

6.1(a)(3) Legal argument and evidence, if any, to support applicable defenses.

6.1(b) 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(b)(1) the alleged act of non-compliance;

6.1(b)(2) a reference to the specific provision(s) of the Agreement that are involved;

6.1(b)(3) a statement of the remedial action sought by the initiating Party;

6.1(b)(4) a brief statement of the specific facts, circumstances and legal argument supporting the position of the initiating Party.

6.1(c) Informal Discovery. As part of the meet and confer process, the parties may exchange relevant documents and/or other information and engage in informal discovery in an attempt to resolve the issues raised in the Notice given pursuant to Section 6.1(a) or 6.1(b). Such informal discovery may include, but is not limited to, exchange of additional information or supporting documentation.

6.2 Meet and Confer.

Within forty-five (45) days of receipt of a Notice provided pursuant to Sections 6.1(a) or 6.1(b), Claimants and First Union shall informally meet and confer and attempt to resolve the issues raised in the Notice.

6.3 Submission to Mediation.

6.3(a) If the matters raised in a Notice provided pursuant to Section 6.1(a) or 6.1(b) herein are not resolved within sixty (60) days of the initial meet and confer required by section 6.2, either Party may submit the unresolved matters to mediation as set forth herein.

6.3(b) Mediation shall be before a mediator mutually agreed upon by the Parties.

6.4 Right to File Complaint.

If the mediation does not resolve the dispute within ninety (90) days of the mediation session, the initiating Party may file a complaint in a court of law having jurisdiction over the subject matter of the dispute.

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 North Carolina, as applicable.

7. 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 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
Fax No.: (510) 548-5508
[email omitted]

Thomas Earle
Disabilities Law Project
Philadelphia Building
1315 Walnut Street, Suite 400
Philadelphia, Pa. 19107-4798
Fax No.: 215-772-3126

To First Union:

C/O Kilpatrick Stockton LLP
Attn: Marylin E. Culp, Esq.
301 So. College Street
Charlotte, NC 29202-6001
Fax No.: (704) 338-5234

8. Publicizing Information Customers Regarding Talking ATMs.

8.1 Information to Bank Customers Regarding Talking ATMs.

As soon as practical, First Union will provide information about the location of First Union Talking ATMs on First Union's website and through the First Union 24-Hour Telephone Customer Service.

8.2 Information to Persons with Vision Impairments Regarding Talking ATMs.

First Union will distribute public service announcements to media and organizations serving Persons with Vision Impairments, in order to publicize the existence of First Union Talking ATMs. Within sixty (60) days of the Effective Date, Claimants shall provide First Union with a list of suggested media and organizations to whom the announcement should be distributed. The list shall not include media or organizations that charge a fee for making public service announcements. First Union will retain control over the content of such messages.

8.3 Joint Press Release to Announce Execution of this Agreement.

The Parties will negotiate a joint press release to be released immediately upon the Effective Date of the Agreement, or as soon thereafter as possible. Either Party may send their own press release, provided that (i) the content is consistent

with this Agreement; and (ii) a copy of the release is provided to all Parties and their counsel at least forty-eight (48) hours before it is sent to the press. However, neither Party in any press release or statement made at a press conference may make assertions of violation of Title III of the ADA or similar statute or negotiations of this Agreement. Claimants agree they will not make any representations of First Union's will or intention without First Union's written consent.

9. 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.

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

10.1 Assigns and Successors.

This Agreement shall bind any assigns and successors of First Union and Councils. Counsel shall be notified in writing within thirty (30) days of the existence, name, address and telephone number of any assigns or successors of First Union.

10.2 No Third Party Beneficiaries.

The Settlement 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 herefrom, or enforce against either Party any provision hereof. The Parties specifically intend that there be no third party beneficiaries to this Agreement, including, without limitation, the members of the Councils.

11. Obligations Under Existing and Future Laws.

The Parties acknowledge that this Agreement neither supersedes or extends the obligations of the Parties imposed by existing laws nor, subject to the provisions of Section 4, any obligations which may be imposed pursuant to laws enacted in the future.

12. Force Majeure.

In addition to any other provisions in this Agreement, the performance of First Union 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, strikes or lockouts, unavailability of parts, equipment or materials through normal supply sources. If First Union seeks to invoke this section, it shall notify Counsel 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 Parties will thereafter meet and

confer regarding an alternative schedule for completion of the action that could not be performed, or an alternative action.

13. Integrated Agreement.

This Agreement and the Confidential Addendum executed concurrently herewith constitute the entire Agreement relating to the subject matters addressed therein.

14. 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.

15. 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:

- By: Wachovia Corporation

By: Lisa Carmelle, Rene Cummins, James Caldwell, Bette Homer

- **NORTH CAROLINA COUNCIL OF THE BLIND**
- **ORANGE COUNTY DISABILITY AWARENESS COUNCIL**
- **NATIONAL FEDERATION OF THE BLIND OF PENNSYLVANIA**

APPROVED AS TO FORM:

- **SAPERSTEIN, GOLDSTEIN, DEMCHAK & BALLER**

By: Linda M. Dardarian, Esq.

- **LAW OFFICES OF ELAINE B. FEINGOLD**

By: Elaine B. Feingold, Esq.

- **DISABILITIES LAW PROJECT**

By: Thomas Earle, Esq., Attorneys for Claimants

- **KILPATRICK STOCKTON LLP**

By: Marylin E. Culp, Esq., Attorneys for First Union