

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (hereinafter “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 Lela Behee (collectively, the “Claimants”), and Dollar General Corporation (“Dollar General”). Claimants and Dollar General 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. Among ACB’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 Dollar General Stores throughout the United States. ACB is incorporated and has its principle place of business in Washington, D.C., and has a state affiliate in every state in the U.S.

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 Dollar General Stores throughout the United States. AFB is incorporated and has its principle place of business in New York State, and has offices in states where Dollar General does business, including Texas and West Virginia.

C. Claimant Lela Behee is a resident of Colorado City, Texas, is blind, and is a person with a disability within the meaning of the Americans with Disabilities Act and the laws of the State of Texas. Claimant Behee has shopped at Dollar General, including the Dollar General Store in Colorado City, Texas.

D. Dollar General, through its subsidiaries and related companies, operates retail stores in Texas and other states across the United States, including stores operating under the name “Dollar General” and “Dollar General Market” (collectively, “Dollar General Stores”).

E. Claimants contend that they, the respective boards, staff, members and clients of ACB and AFB, 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) Devices (defined in Section 1.12 below) found in Dollar General Stores (the “Claim(s)”). Dollar General denies that it discriminates against blind and visually-impaired persons, including Claimants and the respective boards, staff, members and clients of ACB and AFB, in any way and specifically denies that it discriminates against such blind and visually-impaired persons due to alleged inaccessibility of certain POS Devices in Dollar General Stores.

F. The Parties enter into the Full Agreement in order to resolve the Claims and to avoid the burden, expense, and risk of potential litigation. In entering into the Full Agreement, Dollar General 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 Dollar General of any such violation or failure to comply with any applicable law. Neither the Full Agreement nor any of its terms and provisions shall be offered or received as evidence for any purpose whatsoever against Dollar General 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 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, the Texas Human Resources Code, Section 121.003, et seq.

1.2 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.

1.3 Ancillary Raised Button Keypad means a Raised Button Keypad that is part of a unit separate from the Point of Sale (POS) Device but which is plugged into a POS Device. An Ancillary Raised Button Keypad may be used to perform the following Functions, to the extent that those Functions may be performed by customers at a Dollar General store: input, correct, cancel and enter PIN, telephone number and cash-back amounts. The Ingenico 3010 is an example of an Ancillary Raised Button Keypad.

1.4 Claims means the contention by Claimants, and the respective boards, staff, members and clients of ACB and AFB, and other blind and visually-impaired persons, that Claimants are being, have been and continue to be discriminated against due to alleged inaccessibility of certain POS Devices in Dollar General Stores pursuant to applicable Access Laws.

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

1.6 Dollar General Stores means Traditional Dollar General Stores and Dollar General Market Stores operated by Dollar General in the United States.

1.7 Effective Date means October 15, 2008.

1.8 Existing Dollar General Store means a Dollar General Store that was open to the public on or before October 15, 2008.

1.9 New Dollar General Store means a Dollar General Store that is first opened to the public after October 15, 2008.

1.10 Next Generation POS Device means the POS Device that will replace any Flat Screen Ingenico POS Device installed in Dollar General Stores as of the Effective Date. Any such device will have an integrated Raised Button Keypad and will include at least the same level of functionality provided by the Ancillary Raised Button Keypad. The Ingenico 6780 is an example of a Next Generation POS Device.

1.11 Personal Identification Number, or PIN means a unique numerical code used by individual customers that must be entered into a POS Device before conducting certain transactions on the POS Device.

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

1.13 Point of Sale or POS Device means a device used by a customer at a point of purchase that is staffed by a Dollar General employee and that allows the customer to pay for items with a debit, credit or other electronic funds card. POS Device does not include other equipment that may be used by a customer in conjunction with the Device to scan, price, or weigh products and such other equipment is expressly excluded from the terms and requirements and releases of this Agreement.

1.14 Raised Button Keypad means a number keypad on which each key (button) 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 Raised Button Keypad shall be the color indicated, shall have contrasting text, and shall have raised tactile markings: Enter/Accept (green key with raised circle), Cancel (red key with raised "x") and Correct (yellow key with raised backward arrow or slanted line).

1.15 Staffed Checkout Aisle means any checkout aisle (including a customer service desk, if any, and any counter that may use a POS Device) where a POS Device is placed and which is staffed by a Dollar General employee to assist customers in paying for products or services.

1.16 Traditional Dollar General Store(s) means non-Dollar General Market Stores.

2. Duration and Geographic Scope of Agreement. The Full Agreement shall apply to Dollar General Stores in every State in the United States in which Dollar General operates Dollar General Stores. The terms of the Full Agreement shall remain in effect from the Effective Date until March 31, 2010.

3. Provisions Regarding Ancillary Raised Button Keypads and Next Generation POS Devices.

3.1 Existing Dollar General Stores.

3.1.1 Traditional Dollar General Stores: By no later than January 31, 2010, Dollar General will install at least one Ancillary Raised Button Keypad or Next Generation POS Device, as designated in Section 3.2, in each Existing Traditional Dollar General Store. By no later than February 28, 2009, Dollar General will begin the installations described in this Section 3.1.1.

3.1.2 Dollar General Market Stores: By no later than January 31, 2010, Dollar General will install at least three Ancillary Raised Button Keypads or Next Generation POS Devices, as designated in Section 3.2, in each Existing Dollar General Market Store. By no later than February 28, 2009, Dollar General will begin the installations described in this Section 3.1.2.

3.1.3 Dollar General Store in Colorado City, Texas: No later than August 15, 2008, Dollar General will install at least one Next Generation POS Device or Ancillary Raised Button Keypad, as designated in Section 3.2, in the Dollar General Store in Colorado City, Texas. Dollar General also has agreed to install at least one Next Generation POS Device or Ancillary Raised Button Keypad in Dollar General stores in two surrounding cities, including Sweetwater and Snyder, Texas.

3.2 Locations of Ancillary Raised Button Keypads and Next Generation POS Devices. In Dollar General Stores in which some but not all POS Devices either have an Ancillary Raised Button Keypad or are Next Generation POS Devices, Dollar General agrees that at least one open Staffed Checkout Aisle will have either an Ancillary Raised Button Keypad or Next Generation POS Device.

3.3 New Dollar General Stores. All POS Devices in New Dollar General Stores will be Next Generation POS Devices as of the date the Store is open to the public.

3.4 Newly Purchased POS Devices. Except as provided herein regarding the purchase of Ancillary Raised Button Keypads, all POS Devices that Dollar General purchases after the Effective Date for installation in any Dollar General Store shall be Next Generation POS Devices.

3.5 Rollout Information to Claimants. On April 15, 2009 and October 15, 2009, Dollar General will provide Claimants with a written list of the Dollar General Store addresses in which the Ancillary Raised Button Keypads and Next Generation POS Devices or have been installed. No later than January 31, 2010, Dollar General will confirm that Ancillary Raised Button Keypads and Next Generation POS Devices have been installed in accordance with Sections 3.1.1 and 3.1.2 herein.

3.6 Maintenance of Next Generation POS Devices and Ancillary Raised Button Keypads. Dollar General will use its best efforts to maintain all Ancillary Raised Button Keypads and Next Generation POS Devices installed pursuant to this Agreement in operable, working condition except for isolated or temporary interruptions in service due to maintenance or repairs.

3.7 Testing of Ancillary Raised Button Keypads and Next Generation POS Devices. Dollar General has allowed and will allow Claimants to test and provide feedback on the Ancillary Raised Button Keypad and Next Generation POS Device to be installed pursuant to this Agreement. Claimants will provide Dollar General with reasonable notice of their desire to perform testing, and all testing will be performed in a manner calculated not to interfere with the conduct of a store's operations. Claimants shall provide any feedback within fourteen days of their testing. Dollar General will consider in good faith all comments, provided they are consistent with this Agreement.

4. Training of Dollar General Personnel. Dollar General will develop training materials and will instruct or train appropriate personnel regarding the roll-out of Ancillary Raised Button Keypads and Next Generation POS Devices; the locations of these Devices within the Stores; and guidelines for appropriate interactions with visually impaired customers using the Ancillary Raised Button Keypads and Next Generation POS Devices. Dollar General will provide Claimants with a copy of the training materials prior to their implementation. Review and distribution of the proprietary training material is to be limited to Claimants and their attorneys only for purposes of this dispute. Dollar General will consider the feedback provided by Claimants and use good faith efforts to incorporate applicable feedback provided that such feedback is submitted in a timely manner and is consistent with the requirements imposed by this Agreement.

The details of the delivery methods for such training materials will be in the sole discretion of Dollar General. Instruction or training pursuant to this section will occur in a timely manner relative to the installation of the Ancillary Raised Button Keypads and Next Generation POS Devices in the Stores.

5. Signage. In any Dollar General Store where at least one but not all POS Devices either have Ancillary Raised Button Keypads or are Next Generation POS Devices, Dollar General will post a symbol at or in reasonable proximity to each check out aisle where the Ancillary Raised Button Keypads or Next Generation POS Devices have been installed to indicate the availability of the unit at that check out aisle.

6. Joint Press Release. The Claimants and Dollar General will jointly issue a press release in the form attached hereto.

7. Procedures in the Event of Disputes.

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

7.1.1 the alleged act of non-compliance;

7.1.2 a reference to the specific provision(s) of the Settlement Agreement or Confidential Addendum that are involved;

7.1.3 a statement of the remedial action sought by the initiating party;

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

7.2 Response. Within thirty (30) days of receipt of a Notice provided pursuant to Section 7.1, the non-initiating party shall respond to the initiating party in writing.

7.3 Meet and Confer. Within two weeks after the response described above, the Parties shall informally meet and confer and attempt to resolve the issues raised in the Notice. Such meeting may take place telephonically.

7.4 Submission to Mediation/Binding Arbitration.

7.4.1 If the matters raised in a Notice provided pursuant to Section 7.1 are not resolved within thirty (30) days of the initial meet and confer required by Section 7.3, either party may submit the unresolved matters to nonbinding mediation before a mediator affiliated with JAMS.

7.4.2 If the dispute is not settled in mediation, it shall be submitted to binding arbitration before an arbitrator affiliated with JAMS. The arbitration hearing shall be conducted, in accordance with the JAMS Streamlined Arbitration Rules & Procedures. However, those Rules will be modified as necessary to ensure that the hearing is held as soon as practicable after the submission to arbitration, and that a written decision on the matter is rendered within sixty (60) days of the last hearing date.

8. 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 email or by certified 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  
email: [ldardarian@gdblegal.com](mailto:ldardarian@gdblegal.com)

Lainey Feingold  
Law Office of Lainey Feingold  
1524 Scenic Avenue  
Berkeley, CA 94708  
email: [LF@LFLegal.com](mailto:LF@LFLegal.com)

To Dollar General:

Dollar General Corporation  
C/o Susan S. Lanigan or Rhonda M. Taylor  
100 Mission Ridge  
Goodlettsville, TN 37072  
Email: [slanigan@dollargeneral.com](mailto:slanigan@dollargeneral.com)  
Email: [rhtaylor@dollargeneral.com](mailto:rhtaylor@dollargeneral.com)

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

10. 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.

11. 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.

12. 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.

13. Agreement Binding on Assigns and Successors. The Full Agreement shall bind any assigns and successors of the Parties.

14. Force Majeure. The performance of Dollar General under this Settlement 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, or unavailability of operable parts, equipment or materials through normal supply sources. If Dollar General 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. Counsel and Dollar General 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 session will be handled as a dispute pursuant to Section 7.4 of this Settlement Agreement.

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

16. 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 in order for the Full Agreement to be binding on the Party for whom he or she is executing.

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

18. 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.

19. 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

APPROVED AS TO FORM:

DOLLAR GENERAL CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_

AMERICAN COUNCIL OF THE BLIND

GOLDSTEIN, DEMCHAK, BALLER,  
BORGAN & DARDARIAN

By: \_\_\_\_\_

Melanie Brunson  
Executive Director

By: \_\_\_\_\_

Linda M. Dardarian, Esq.

AMERICAN FOUNDATION FOR THE  
BLIND

LAW OFFICE OF LAINEY FEINGOLD

By: \_\_\_\_\_

Paul Shroeder  
Vice President, Programs & Policy  
Group

By: \_\_\_\_\_

Lainey Feingold, Esq.

LELA BEHEE

By: \_\_\_\_\_  
Lela Behee