

## **JUNE 2003 SUPPLEMENT TO SETTLEMENT AGREEMENT**

This document is the first Supplement to the Settlement Agreement ("the Agreement") entered into on February 28, 2001. The parties to this Supplement are: Bay State Council of the Blind, National Federation of the Blind of Massachusetts, Sight Loss Services, Bob Hachey, Amy E. Hasbrouck, Cynthia Ice, Brian Langlois, Rhonda Mencey, Phyllis Mitchell, Guy Zuccarello (hereinafter "the Claimants"), and Fleet National Bank (hereinafter "Fleet").

### **RECITALS**

A.

Pursuant to Section 3.7.1, of the Agreement, in December 2002 the parties began negotiating in good faith regarding the schedule for installing Fleet Talking ATMs at remaining Fleet ATM locations at which talking ATMs had not been, or been scheduled to be, installed pursuant to the Agreement. This Supplement is the product of those good faith negotiations and is adopted pursuant to Section 3.7.2.

B.

By entering into this Supplement, Fleet does not admit, and continues specifically to deny, that it has violated or failed to comply with any provisions of the ADA, any applicable laws of any state or local government 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 Supplement nor any of its terms or provision, nor any of the negotiations connected with it, shall be construed as an admission or concession by Fleet of any such violation or failure to comply with any applicable law. This Supplement and its terms and provisions shall not be offered or received as evidence for any purpose whatsoever against Fleet or its related entities in any action or proceeding, other than a proceeding to enforce the terms of this Supplement or the Agreement.

NOW, THEREFORE, the parties listed above hereby agree to the following provisions:

**1.**

The Fleet Talking ATM Rollout described in Section 3.3 of the Agreement shall be continued beyond September 30, 2003 so that by December 31, 2006, all Fleet ATM Locations existing on that date will have at least one Fleet Talking ATM, with the exception of ATM Locations acquired in a Bulk ATM Acquisition, which will remain subject to Section 3.5 of the Agreement. As to Fleet ATM Locations at which Talking ATMs were not installed pursuant to the Agreement, Fleet will make best efforts to install one Talking ATM per ATM Location according to the following timeframe:

ATM Rollout Dates/Location Schedule

**ATM Rollout Dates/Location Schedule**

<b>Date (No Later Than)</b>	<b>Percentage of Rollout Locations With Fleet Talking ATMs</b>
December 31, 2003	14%
June 30, 2004	28%
December 31, 2004	42%
June 30, 2005	56%
December 31, 2005	70%
June 30, 2006	85%
December 31, 2006	100%

All Talking ATMs installed pursuant to this Supplement will have user-controlled volume control.

**2.**

Section 3.7 (Subsequent Negotiations Regarding Further Deployment of Fleet Talking ATMs) will deemed to have been satisfied by this Supplement and shall no longer be applicable.

**3.**

In the event of any inconsistency between the Agreement and this Supplement, this Supplement's provisions shall control. All provisions of the Agreement not specifically amended herein shall remain in full force and effect and shall apply to this Supplement.

**4.**

Section 3.10.1 of the Agreement is hereby amended to read as follows:  
**3.10.1** During the Fleet Talking ATM Pilot and Rollout, Fleet will notify Claimants' Counsel in writing or electronically of the address of each Fleet Talking ATM. Such notification will occur monthly, within the first two weeks of the month, and will include locations upgraded during the previous month.

**5.**

This Supplement will take effect on June 3, 2003, and will terminate on March 1, 2007.

- **FLEET NATIONAL BANK**
- **BAY STATE COUNCIL OF THE BLIND**
- **NATIONAL FEDERATION OF THE BLIND OF MASSACHUSETTS**

- **SIGHT LOSS SERVICES**
- **BOB HACHEY**
- **AMY E. HASBROUCK**
- **RHONDA MENCEY**
- **CYNTHIA ICE**
- **PHYLLIS MITCHELL**
- **BRIAN LANGLOIS**
- **GUY ZACARELLO**