

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

COMMONWEALTH OF
MASSACHUSETTS, *et al.*,

Plaintiffs

v.

CARDTRONICS, INC., *et al.*,

Defendants

CIVIL ACTION NO. 03-11206-NMG

PLAINTIFFS' SECOND MOTION FOR CONTEMPT

Plaintiffs Commonwealth of Massachusetts, National Federation of the Blind, Inc., Adrienne Asch, Jennifer Bose, Norma Crosby, Dwight Sayer, Robert Crowley, Jr., Raymond Wayne, Terri Uttermohlen, and Bryan Bashin respectfully request this Court to find Defendants Cardtronics, LP, and Cardtronics, Inc. in contempt for violating this Court's Order of December 15, 2011, which required Defendants – no later than March 15, 2012 – to comply fully with the Remediation Plan approved by the Court, and to impose sanctions accordingly. More than four months have elapsed since the Court's final deadline for compliance and Cardtronics still has not met the vast majority of the requirements of the Remediation Plan that were at issue in Plaintiffs' initial motion for contempt.

In addition, Cardtronics' motion recent compliance report reveals that it has also violated the Remediation Plan by entering into new contracts with merchants whose ATMs it admits are not voice-guided and placing into service newly-acquired ATMs that it has not demonstrated are voice-guided. As discussed in more detail in the Memorandum in Support of Plaintiffs' Second Motion for Contempt, filed **under seal**

herewith, immediate sanctions are necessary to ensure – once and for all – that Cardtronics satisfies its obligations to Plaintiffs and the members of the class.

WHEREFORE, Plaintiffs request that the Court:

- (1) Declare that Cardtronics is in contempt of this Court's December 15, 2011 Order;
- (2) Order that Cardtronics pay \$50 per month for the four month period since March 15, 2012 for each of the 27,800 Cardtronics-owned ATMs that has not had signage that meets the requirements of Paragraph 7 of the Remediation Plan, in the total amount of \$5,560,000;
- (3) Appoint a master to assist the Court in monitoring Cardtronics' compliance efforts and, specifically, to direct the master to:
 - (a) work with the parties to design and implement an inspection and testing program for both Cardtronics-owned ATMs and merchant-owned ATMs that Cardtronics seeks to count toward its compliance goals for purposes of determining Cardtronics' compliance with each of its obligations under the Remediation Plan;
 - (b) ensure that such inspection and testing program is designed and implemented with appropriate input from blind users, and that a meaningful percentage of the compliance testing is conducted by blind users;
 - (c) work with the parties to design and implement an appropriate compliance reporting protocol to be utilized by Cardtronics to

accurately inform Plaintiffs concerning the status of its ongoing compliance efforts; and

- (d) recommend findings of fact to the Court for purposes of imposing a \$50 per month fine on Cardtronics for each ATM that remains out of compliance;
- (4) Order that the master's fees, as well as the costs of the inspection and testing program, be paid by Cardtronics;
- (5) Order Cardtronics to submit monthly compliance reports to Plaintiffs and the Commonwealth through March 31, 2014, in accordance with the reporting protocol approved by the court-appointed master; and
- (6) Award the NFB reasonable attorneys' fees and costs incurred as a result of Cardtronics' contumacious conduct and in bringing this second contempt motion.

LOCAL RULE 7.1(A)(2) CERTIFICATION

The undersigned counsel for Plaintiffs hereby certify that they have conferred with counsel for the defendants in a good faith attempt to resolve or narrow the issues raised in this motion.

REQUEST FOR ORAL ARGUMENT

Pursuant to Local Rule 7.1(D), Plaintiffs believe oral argument will assist the Court with the disposition of the issues raised in this motion.

Respectfully submitted,

NFB AND THE INDIVIDUAL PLAINTIFFS,
By their Attorneys,

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DATED: August 17, 2012

CERTIFICATE OF SERVICE

I, Christine M. Netski, hereby certify that this document, filed through the ECF system, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants.

/s/ Christine M. Netski

Christine M. Netski

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EXHIBIT A
(FILED UNDER SEAL)

EXHIBIT B

(FILED UNDER SEAL)

EXHIBIT C
(FILED UNDER SEAL)

EXHIBIT D

(FILED UNDER SEAL)

EXHIBIT E

TABLE OF CONTENTS

CLASS ACTION SETTLEMENT AGREEMENT.....	i
DEFINITIONS.....	1
PREAMBLE	4
MUTUAL PROMISES.....	5
1. EFFECTIVE DATE.....	5
2. PROCEDURES FOR CLASS-WIDE SETTLEMENT.....	6
2.1. Amendment of Complaint.....	6
2.2. Certification of Class	6
2.3. Other Pending Motions.....	6
2.4. Preliminary Approval.....	6
2.5. Notice by Publication.....	6
2.6. Objections to Agreement	7
2.7. Final Approval Hearing and Final Judgment.....	7
2.8. Right to Withdraw from Settlement.....	8
2.9. Prior Court Orders.....	8
2.10 Best Efforts	8
3. VOICE GUIDANCE IMPLEMENTATION.....	8
3.1. Cardtronics-Owned ATMs.....	8
3.2. Merchant-Owned ATMs.....	9
3.3. July 1, 2010 Deadline	9
3.4. New Technologies	9
3.5 Termination of Partial Settlement Agreement.....	10
3.6 After-Acquired ATMs	10
3.7 Advanced Functionality	10
3.8 Divested ATMs.....	11
3.9 Deadline	11
4. MISCELLANEOUS IMPLEMENTATION REQUIREMENTS.....	11
4.1 Web-Based List.....	11
4.2 Signage.....	11
4.3 Reserved.....	11
4.4 Notification, Verification and Monitoring.....	12
5. CHANGES IN LAWS GOVERNING ACCESSIBILITY OF ATMS.....	15
5.1 New Laws	15
5.2 Notice of Modification of Agreement.....	15
6. NO ADMISSION OF LIABILITY.....	15
6.1 Purpose of Agreement Is To Avoid Further Litigation.....	15
6.2 No Admissions.....	15
6.3 No Use of Agreement	16
6.4 No Effect of Court Approval or Rejection.....	16
7. RELEASE.....	16
7.1 Scope of Release	16
7.2 Release of Claims	17
7.3 Covenant Not To Sue.....	17
7.4 Subsequent Discovery.....	17
7.5 Failure to Receive Notice.....	18

7.6	Survival of Consumer Contracts	18
7.7	No Effect On Obligations Imposed In This Agreement	18
8.	THIRD PARTY BENEFICIARIES.....	18
8.1	Acknowledge Beneficiaries	18
8.2	No Other Beneficiaries	18
9.	ATTORNEYS FEES AND CONTRIBUTION TO THE COMMONWEALTH	18
9.1	Contribution to the Commonwealth.....	18
9.2	Attorneys’ Fees and Costs	19
10.	NOTICE TO PARTIES	19
11.	DURATION AND TERMINATION	20
12.	FURTHER ACTS	20
13.	DISPUTE RESOLUTION	20
13.1	Notification of Non-Compliance and Opportunity to Cure or Address.....	20
13.2	Meet and Confer	20
13.3	Right to File Claim.....	21
13.4	Modification of Meet and Confer Deadlines	21
14.	GOVERNING LAW.....	21
15.	FORCE MAJEURE	21
16.	SEVERABILITY	21
17.	DUTIES OF SIGNATORIES	22
18.	BINDING UPON SUCCESSORS.....	22
19.	AUTHORITY TO ENTER AGREEMENT	22
20.	DRAFTING OF AGREEMENT.....	22
21.	NON-WAIVER OF BREACH	22
22.	INTEGRATION CLAUSE.....	23
23.	AMENDMENTS OR MODIFICATIONS	23
24.	HEADERS IN THIS AGREEMENT	23
25.	SIGNATURE IN COUNTERPARTS	23
26.	TRANSMITTED COPIES	23

This Class Action Settlement Agreement (“Agreement”) is entered into by and between Cardtronics, Inc. and Cardtronics, LP (jointly “Cardtronics”), the Commonwealth of Massachusetts (“Commonwealth”), and the National Federation of the Blind (“NFB”), Adrienne Asch, Jennifer Bose, Bryan Bashin, Robert Crowley, Norma Crosby, Dwight Sayer, Terri Uttermohlen, and Raymond Wayne (the “Individual Plaintiffs”). The NFB and Individual Plaintiffs enter this Agreement individually and on behalf of a class of persons similarly situated (hereinafter referred to as the “Class” and defined below). Cardtronics, the Commonwealth, the NFB, and the Individual Plaintiffs (individually and on behalf of the Class) shall individually be referred to as a “Party” and jointly as the “Parties.”

DEFINITIONS

“After-acquired ATM” means either a Cardtronics-owned ATM or a Merchant-owned ATM in which Cardtronics first obtains an interest through Cardtronics’ purchase of an ATM portfolio from a third party ATM operator or processor subsequent to the Effective Date or a Merchant-owned ATM for which Cardtronics otherwise becomes the operator or processor subsequent to the Effective Date.

“ATM” means an Automated Teller Machine (*q.v.*).

“Automated Teller Machine” means a self-service electronic information processing device installed in public locations for the primary purpose of conducting consumer financial transactions directly through the device. Such consumer financial transactions may include not only typical banking type transactions such as cash withdrawals from accounts, deposits to accounts, reports of account balances, transfers between accounts, and other routine banking transactions; but may also include the payment and/or purchase of goods and services through the device, such as, for example, the purchase of stamps and movie tickets, as well as the payment of utility and cellular telephone bills.

“BASC ATMs” means Cardtronics-owned ATMs that Cardtronics acquired in a transaction with BASC that do not exceed in number 177 ATMs.

“Blind” means total blindness or central vision acuity not to exceed 20/200 in the better eye, with corrective 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.

“Cardtronics-owned ATM” means an ATM that Cardtronics owns, including those ATMs that were the subject of the Partial Settlement Agreement.

“Class” means all persons who are Blind patrons of Covered ATMs.

“Class Counsel” means Daniel F. Goldstein of the law firm Brown Goldstein & Levy LLP, Baltimore MD, Christine Netski of the law firm Sugarman, Rogers, Barshak & Cohen, P.C., Boston, MA, and Timothy Fox and Amy Robertson of the law firm Fox & Robertson, Denver CO.

“Class Representatives” mean the persons and/or entities appointed as Class Representatives by the Court.

“Counsel” means: for the Commonwealth, the Attorney General of the Commonwealth of Massachusetts or an Assistant Attorney General acting as her designee; for NFB, Daniel F. Goldstein of the law firm Brown Goldstein & Levy LLP, Baltimore MD; and for Cardtronics, Douglas P. Lobel of the law firm Cooley Godward Kronish LLP, Reston VA, and Joseph I. Kociubes of the law firm Bingham McCutcheon LLP, Boston MA.

“Court” means the U.S. District Court for the District of Massachusetts, and specifically the Honorable U.S. District Judge Morris E. Lasker or his designated successor.

“Covered ATM” means any (1) Cardtronics-owned ATM, Merchant-owned ATM or BASC ATM as of the Effective Date or (2) any After-acquired ATM; provided, however if in the future Cardtronics provides ATM maintenance, armored courier, or processing services not as an ISO, but solely as a third party service provider, any ATM at which Cardtronics provides such third party services shall not be considered a Covered ATM. For the purpose of this definition, any ATM that is now or hereafter registered with any Network or sponsoring financial institution and such registration shows or reflects that Cardtronics is the ISO for that ATM, such ATM shall be considered a Covered ATM.

“Defendants” means E*TRADE and Cardtronics, the co-defendants in the Lawsuit. When used in the singular, “Defendant” means any one of the four corporate co-defendants.

“DOJ Standards” means the Department of Justice Standards for Accessible Design, 28 C.F.R. pt. 36, app. A.

“E*TRADE” means E*TRADE Access and E*TRADE Bank.

“E*TRADE Access” means E*TRADE Access, Inc., a co-defendant in the Lawsuit.

“E*TRADE Bank” means E*TRADE Bank, a co-defendant in the Lawsuit.

“Extended Service Program” means an agreement between Cardtronics and a Merchant wherein Cardtronics promises to perform certain maintenance procedures on a Merchant-owned ATM.

“Final Approval” means the approval of this Agreement by a United States District Judge by signature of an order in a form substantially similar to that submitted by the Parties that, among other things, attaches this Agreement as an exhibit, retains jurisdiction for the Court for the Term of this Agreement in order to enforce this Agreement, and has become final and non-appealable.

“High Volume Merchants” means the owners of the smallest subset of Merchant-owned ATMs without Voice guidance on the Effective Date that collectively account for 80% of all transactions at Merchant-owned ATMs for the previous calendar year.

“Individual Plaintiffs” means Adrienne Asch, Jennifer Bose, Bryan Bashin, Robert Crowley, Norma Crosby, Dwight Sayer, Terri Uttermohlen, and Raymond Wayne.

“ISO” shall mean an entity, such as Cardtronics, that is sponsored by a financial institution and is registered with one or more Networks and through such sponsorship and registration is able to facilitate Transactions at an ATM.

“Lawsuit” means the case *Commonwealth of Mass. v. E*TRADE Access, Inc.*, No. 03-11206 (MEL) now pending in the U.S. District Court for the District of Massachusetts.

“Massachusetts state law” means any statutory, administrative, municipal or common law of the Commonwealth of Massachusetts or any governmental entity therein, including but not limited to the Massachusetts Public Accommodations Act, Mass. Gen. Laws, ch. 272, §§ 92A and 98, and the Massachusetts Anti-Discrimination Act, Mass. Gen. Laws, ch. 151B.

“Merchant” means the independent third party that owes, leases, or otherwise manages a Merchant-owned ATM.

“Merchant-owned ATM” means an ATM that Cardtronics does not own (that is, not Cardtronics-owned) and to which Cardtronics, in its capacity as an ISO, provides processing services and sometimes ancillary services such as maintenance and repair or armored services.

“Networks” shall mean any of the various electronic fund transfer networks, including without limitation Cirrus, MasterCard, Maestro, Plus, Pulse, Visa and NYCE.

“Partial Settlement Agreement” means the Partial Settlement Agreement executed June 9, 2003, among the Commonwealth, NFB, and E*TRADE, in which Cardtronics is the successor in interest to E*TRADE.

“Parties” means the Commonwealth, NFB, the Individual Plaintiffs, and Cardtronics.

“Plaintiffs” means the Commonwealth, NFB, and the Individual Plaintiffs. When used in the singular, “Plaintiff” means any one of these individuals or entities.

“Private Plaintiffs” means NFB and the Individual Plaintiffs.

“PSA” means the Partial Settlement Agreement (*q.v.*).

“Settlement Date” is April 9, 2007.

“Title III of the ADA” means Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181 - 12189, and any implementing regulations including but not limited to 28 C.F.R. Part 36, including Appendix A, the DOJ Standards.

“Transaction” means a consumer financial transaction, including typical banking type transactions such as cash withdrawals from accounts (without regard to whether such activity was denied because of the lack of funds), deposits to accounts, report of account balances, transfers between accounts and other routine banking transactions, and the payment and/or purchase of goods and services, such as the purchase of stamps and movie tickets and the payment of utility and cellular telephone bills.

“Upgradeable ATM” means an ATM for which there is a commercially available kit to make that particular make and model ATM capable of Voice guidance.

“Voice-guided” and “Voice guidance,” as to an ATM, means dynamic computer-synthesized, digitized human, or recorded audible instructions provided to a Blind patron through a standard headphone jack located on the face of an ATM that has the following features: (1) speech output; (2) tactilely discernible controls; (3) ensures the privacy of the audible output of information as long as the customer does not unplug the earphone mid-Transaction; (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 step in the particular Transaction; (7) provides audible operating instructions and orientation to machine layout; (8) allows the user to interrupt audible instructions; (9) repeats audible instructions; and (10) provides audible verifications for all inputs, except that entry of the personal identification number need not be verified audibly with numbers. ATM functions do not include advertising posted on or near the ATM or that might be displayed on the ATM screen. Voice guidance shall be provided in English and may, at Cardtronics’ sole discretion, be provided in one or more other languages. Voice guidance does not include provision of the headphone to be plugged into the ATM’s jack, which headphone shall be the sole responsibility of the customer. An ATM is deemed to have Voice guidance if all of the necessary hardware and software have been built into or installed on the ATM and the Voice guidance successfully operates, subject to Subsection 4.4.3 and Section 15.

“Wholesale Cost” means, as to an ATM, the net price paid by Cardtronics to a manufacturer or distributor for the purchase and delivery of an ATM to a merchant.

PREAMBLE

WHEREAS, Cardtronics operates a nationwide fleet of ATMs consisting of Cardtronics-owned ATMs and Merchant-owned ATMs;

WHEREAS, the Parties seek to secure equal access to ATMs by Blind patrons through Voice guidance on terms that are reasonable and fair;

WHEREAS, on or about June 9, 2003, the Parties agreed to the Partial Settlement Agreement that provides for the implementation of Voice guidance on some Cardtronics-owned ATMs;

WHEREAS, the Parties are involved in the Lawsuit that concerns the extent to which the ADA and/or Massachusetts state laws may require Voice guidance on ATMs, and in the lawsuit, the Plaintiffs seek both injunctive relief as well as damages under Massachusetts state laws;

WHEREAS, the Parties desire to resolve amicably all matters between them, including, but not limited to, any matters arising out of or related to the Lawsuit, and to avoid the further expense and inconvenience of the Lawsuit;

WHEREAS, the terms and conditions of this Agreement have been agreed to after and as a result of arms-length negotiations between and among the Parties, in which the Parties consulted counsel of their choice;

WHEREAS, the Parties agree that this Agreement involves the mutual exchange of promises and obligations that are in exchange for and in settlement of claims and liabilities of potentially substantially greater values, where such claims and liabilities have been discounted by the Parties in their judgment as to the risk of success or failure in judicial proceedings and the time-value of such judgments should they ever be rendered;

WHEREAS, Class Counsel conducted an extensive investigation of facts, circumstances, and law underlying the issues raised in the Lawsuit and based on the facts and applicable law, and upon consideration of the benefits this Agreement affords the Class Representatives and the Class, Class Counsel considers it to be in the best interests of the Class to enter into this Agreement;

THEREFORE, in consideration of mutual exchange of promises, covenants and releases herein, the receipt and sufficiency of which the Parties acknowledge, the Parties agree to the following:

MUTUAL PROMISES

1. EFFECTIVE DATE

Section 2 of this Agreement shall be effective immediately the last date any of the signatories, set forth at the end of this Agreement, execute this Agreement. The remaining provisions of this Agreement shall be effective immediately upon Final Approval. The Agreement shall continue in effect until terminated in accordance with the provisions herein.

2. PROCEDURES FOR CLASS-WIDE SETTLEMENT

2.1. Amendment of Complaint

Cardtronics agrees to withdraw its opposition to Plaintiffs' motion for leave to file the Fourth Amended Complaint.

2.2. Certification of Class

The Parties agree to request that the Court certify a class pursuant to Fed. R. Civ. P. 23(b)(2) for the purposes of settling the Lawsuit on a class-wide basis, and further agree that the Court should appoint NFB, Adrienne Asch, Jennifer Bose, Bryan Bashin, Robert Crowley, Terri Uttermohlen, Norma Crosby, Dwight Sayer, and Raymond Wayne as Class Representatives.

2.3. Other Pending Motions

Except as provided in subsections 2.1 and 2.2, the Parties agree to request the Court to stay resolution of all pending motions and, upon Final Approval, to dismiss all such motions as moot.

2.4. Preliminary Approval

As a condition of settlement, the Parties agree that Plaintiffs shall file an unopposed motion with the Court for entry of a Preliminary Approval Order that:

- a. Finds that this Agreement has been negotiated in an arm's-length manner and that the Agreement is fair, reasonable and adequate;
- b. Provides that the Class will be certified for the purposes of settlement only;
- c. Holds that the manner of notice described herein is the only notice required, and that such notice satisfies the requirements of due process and Fed. R. Civ. P. 23;
- d. Holds that the procedures for Class Members to oppose this Agreement are fair, reasonable and adequate; and
- e. Schedules a hearing for Final Approval of this Agreement.

2.5. Notice by Publication

Because class certification is sought solely pursuant to Fed. R. Civ. P. 23(b)(2), notice to class members of the certification is not required and class members may not opt out. *See* Fed. R. Civ. P. 23(b)(2); Newberg on Class Actions, § 8.13. The parties therefore agree that notice need not be given of the certification of the class. Rule 23(e) provides that notice of the

proposed dismissal or compromise of a class action shall be given to all class members in such manner as the court directs. The parties agree to cooperate in the drafting of a notice ("Notice") that satisfies the requirements of Rule 23(e). The parties further agree that notice as required by Rule 23(e) can be achieved in this case by Cardtronics (1) making the Notice and this Agreement available on its website; (2) mailing a copy of the Notice to the list of organizations attached hereto as Exhibit A; and (3) publishing the Notice as a one-half page advertisement in the *Braille Monitor* and the *Braille Forum* and as one-eighth page advertisements in the classified ad sections of *The New York Times*, *Los Angeles Times*, and *USA Today*. Cardtronics shall undertake appropriate notice as described herein and shall bear the cost of doing so.

2.6. Objections to Agreement

Class members who wish to object to approval of this Agreement must provide notice of and explanation of their objection in writing to the Court, with copies to all Counsel, no later than forty-five (45) days after publication of the Notice described herein. Objections received by the Court after this deadline shall be deemed untimely and shall be disregarded. Only those Class members who file timely written objections shall have the right, and only if they expressly seek it in their objection, to present objections orally at the Final Approval Hearing. The parties shall respond to any objections by a date no later than fifteen (15) days prior to the Final Approval Hearing.

2.7. Final Approval Hearing and Final Judgment

The Parties shall petition the Court to hold a Final Approval Hearing and enter a Judgment on a date not less than seventy-five (75) days after publication of the Notice described herein. No later than ten (10) days before the Final Approval Hearing, the Parties shall furnish the Court a proposed Final Judgment requesting, on behalf of the Parties, entry of the Final Judgment in this Lawsuit. The proposed Final Judgment shall:

- a. Find that the Notice published to the Class satisfies the requirements of due process and Fed. R. Civ. P. 23;
- b. Find that this Agreement is a fair, reasonable and adequate settlement of all of the claims of the Class against the Defendants, reject and overrule any objection to this Agreement, find that each Class member shall be bound by this Agreement including its release, and conclude that this Agreement should be and is approved;
- c. Dismiss the Lawsuit on the merits and with prejudice as to all claims in the Lawsuit against all of the Defendants;
- d. Retain jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Agreement; and
- e. Attach and incorporate by reference the terms of this Agreement.

2.8. Right to Withdraw from Settlement

In the event any court disapproves of or sets aside this Agreement or any material part hereof for any reason, including a refusal to certify the Class, or a refusal because Notice is deemed insufficient, or holds that it will not enter or give effect to the Final Judgment in substantially the same form described herein, or holds that the entry of the Final Judgment or any material part thereof should be overturned or modified in any material way, then:

a. The Parties shall first meet and confer to attempt to address any shortcomings in the Agreement identified by the court and, if it is possible to reach agreement on terms that accomplish this end, jointly request leave to resubmit the revised agreement for approval substantially as set forth in Subsection 2.4.

b. If the Parties are unable to reach agreement as contemplated in Subsection 2.8.a, they agree jointly to appeal such ruling to the United States Court of Appeals for the First Circuit.

c. If, following such appeal, the Final Judgment or its equivalent in all material respects is not in effect after the termination of all proceedings arising out of such appeal, this Agreement shall become null and void; the Lawsuit may continue; and any and all orders entered pursuant to this Agreement shall be vacated and the Lawsuit shall return to its status prior to the Settlement Date.

2.9. Prior Court Orders

The Parties shall not request the Court to vacate or withdraw any orders entered by the Court in the course of this litigation.

2.10 Best Efforts

The Parties shall cooperate fully with each other, and shall use their best efforts to obtain Court approval of this Agreement and all of its terms and to defend this Agreement from any legal challenge, whether by appeal or collateral attack.

3. VOICE GUIDANCE IMPLEMENTATION

3.1. Cardtronics-Owned ATMs

By December 31, 2007, all Cardtronics-owned ATMs then currently in service on that date shall be Voice-guided, except (1) 1644 Cardtronics-owned Wincor ATMs, deployed in Target stores as of the Settlement Date, need not have audible verification of all inputs to qualify as Voice-guided hereunder, and (2) by June 30, 2008, all BASC ATMs then currently in service on that date shall be Voice-guided. Subject only to Subsection 3.6 with respect to After-acquired ATMs, every Cardtronics-owned ATM installed after the Settlement Date shall, upon installation, be Voice-guided.

3.2. Merchant-Owned ATMs

3.2.1. As of the Settlement Date, Cardtronics shall sell or otherwise make available to merchants or other third parties only ATMs that are Voice-guided.

3.2.2. With respect to High Volume Merchants, within ninety (90) days of the Effective Date, Cardtronics shall initiate a marketing plan designed to maximize the availability of Voice guidance on High Volume Merchant-owned ATMs. As part of this plan, Cardtronics shall encourage and incentivize High Volume Merchants to execute a Cardtronics' standard ATM Processing Agreement. Upon each High Volume Merchant's execution of such ATM Processing Agreement, Cardtronics shall:

a. Upgrade with Voice guidance, at no cost to a High Volume Merchant, any High Volume Merchant-owned Upgradeable ATM; or

b. If the High Volume Merchant's ATM is not upgradeable, offer to sell to the High Volume Merchant a Voice-guided ATM at Cardtronics' Wholesale Cost.

Because the ATM market is highly competitive and High Volume Merchants have many options, Commonwealth and NFB recognize that Cardtronics cannot predict the degree of success of its marketing plan and therefore Cardtronics does not represent or warrant any prediction or estimate as to the degree of success thereof.

3.3. July 1, 2010 Deadline

3.3.1. Without regard for the success of the marketing plan to High Volume Merchants, by July 1, 2010, at least ninety percent (90%) of all Transactions at Covered ATMs shall occur on ATMs that are Voice-guided or otherwise accessible to Blind people as provided in Subsection 5.1. Furthermore, by July 1, 2010, at least ninety percent (90%) of all Transactions occurring within the borders of Massachusetts at then-operating ATMs (including both Cardtronics-owned ATMs and Merchant-owned ATMs) shall occur on ATMs that are Voice-guided or otherwise accessible to Blind people as provided in Subsection 5.1.

3.3.2. On or after July 1, 2010, Cardtronics shall not execute any new contract or renew any existing contract with any merchant unless that merchant's ATMs are Voice-guided or otherwise accessible to Blind people as provided in Subsection 5.1.

3.4. New Technologies

If any new technology, other than Voice guidance, becomes commercially available that is capable of making the instructions and all information for use at ATMs accessible to and independently usable by Blind patrons, Cardtronics may use that new technology in lieu of Voice guidance. Before using any new technology in lieu of Voice-guidance, Cardtronics shall obtain NFB's one-time prior written consent (effective for all future uses of the new technology), in addition to that of the Commonwealth to the extent Cardtronics

contemplates any impact on Massachusetts ATMs, which consent shall not be unreasonably withheld.

3.5 Termination of Partial Settlement Agreement

The Parties agree that the PSA is terminated in its entirety on the entry of Final Judgment.

3.6 After-Acquired ATMs

After-acquired ATMs shall be included in the requirements of this Section as follows:

a. Within six months after the date on which Cardtronics first provides processing services to After-acquired Merchant-owned ATMs, it shall identify which such ATMs are owned by High-Volume Merchants and shall make the applicable offer required by subsection 3.2.2.

b. After-acquired Cardtronics-owned ATMs must be Voice-guided within twenty-four (24) months from the date Cardtronics obtains an interest.

c. After-acquired ATMs (Cardtronics-owned and Merchant-owned) acquired prior to January 1, 2009 count towards Cardtronics' compliance with the July 1, 2010, deadline set forth in subsection 3.3.

3.7 Advanced Functionality

If during the effectiveness of this Agreement or thereafter Cardtronics provides one or more new types of Transaction to sighted patrons at Cardtronics-owned ATMs and/or Merchant-owned ATMs that were not available at those particular ATMs as of the Effective Date, Cardtronics shall provide these same functions to Blind patrons at those ATMs within ninety (90) days, unless Cardtronics advises Counsel in writing that making the function accessible is not technically feasible without causing an undue economic burden or delay. In that event, Cardtronics shall notify Counsel of the particulars of the obstacles that prevent the provision of accessible new functions, and consult with Class Counsel, the Commonwealth and NFB with respect to possible alternatives. The Parties agree to work in good faith pursuant to the terms of the Dispute Resolution provision of this Agreement to reach an agreement as to whether new functions can be provided without undue economic burden or delay. Cardtronics shall encourage vendors to support such new functions through Voice guidance and, once the obstacles are eliminated, Cardtronics shall make such new functions accessible with commercially reasonable dispatch. If and when such new functions are added, the act of accessing any new function at the ATM shall be considered a Transaction. Advanced functionality shall not be deemed to include advertising functions, such as advertisements on the ATM screen that are not part of the usage instructions.

3.8 Divested ATMs

Other than in connection with a sale by Cardtronics of all or substantially all of its ATMs, which transaction would be governed by paragraph 18 of the Agreement, if Cardtronics sells any Cardtronics-owned ATMs, or its interests in any Merchant-owned ATMs, to third parties, neither Cardtronics nor the new owner shall have any obligations under this Agreement with respect to the ATMs that are subject to the transaction.

3.9 Deadline

The Parties and the Court recognize that from time to time unforeseen events, such as exigent business circumstances, labor disputes, natural disasters, personnel issues, and negotiations with third parties, cause delays in the accomplishment of objectives no matter how well intentioned and diligent the Parties may be. Accordingly, with regard to the provisions of this Agreement that require that certain acts be taken within specified periods, the Parties understand and agree that Court approval shall not be required for reasonable extensions of deadlines. In the event that any Party determines that an action required by this Agreement cannot be taken within the specified time period, that Party shall promptly notify the other Parties that it anticipates a delay, the reasons for the delay and a proposed alternative deadline. The Parties shall endeavor to cooperate in reasonably rescheduling such deadlines. However, if the other Party does not agree to the proposed delay, the Parties shall submit the matter to Dispute Resolution.

4. MISCELLANEOUS IMPLEMENTATION REQUIREMENTS

4.1 Web-Based List

Within thirty (30) days of the Effective Date, Cardtronics shall maintain on its Internet-based ATM locator an easily-understood symbol that is accessible to Blind people that will identify whether a particular ATM is Voice-guided.

4.2 Signage

Each Voice-guided Cardtronics-owned ATM and Merchant-owned ATM shall have a sign that identifies to Blind persons that the ATM is a Voice-guided ATM. The signage attached hereto as Exhibit B, or one materially similar, shall be deemed to be fully compliant with these requirements.

4.3 Reserved.

4.4 Notification, Verification and Monitoring

4.4.1 Reporting

In the form of Excel spreadsheets, which can be electronically transmitted, Cardtronics shall provide the following reports to Class Counsel both on a national and Massachusetts basis and that account for After-acquired ATMs in accordance with this Agreement:

4.4.1.1 Fifteen (15) days before the hearing on Final Approval, (1) a list of the Covered ATMs, identifying whether each is Cardtronics-owned, Merchant-owned or a BASC ATM, providing its location and indicating whether it is Voice-guided and (2) a list of the High Volume Merchants, identifying which ATMs are Upgradeable and reflecting the percentage of transactions each ATM accounted for during the previous calendar year. If any of the information required by the preceding sentence has changed by the Effective Date, then fifteen (15) days after the Effective Date, Cardtronics shall update the report to reflect the accurate information regarding the Covered ATMs as of the Effective Date.

4.4.1.2 Forty-five (45) days after the end of the second calendar quarter following the Effective Date, and each quarter thereafter through July 1, 2010, (1) a list of High Volume Merchants to which Cardtronics has offered the options set forth in 3.2.2, providing the location of each ATM and whether the ATM is Voice-guided; and (2) a list of all Covered ATMs by location, identifying whether each is Voice-guided and reflecting for each ATM and cumulatively, the percentages of all Transactions at Covered ATMs that have occurred on Voice-guided ATMs during the previous quarter.

4.4.1.3 Forty-five (45) days after the end of any calendar year, a list of the High Volume Merchants based on the previous calendar year's Transactions, providing the location of each ATM and identifying which are Voice-guided.

4.4.1.4 By January 31, 2008, a list of all Cardtronics-owned ATMs, other than BASC ATMs, providing the location of each ATM and identifying which are Voice-guided.

4.4.1.5 By December 31, 2008, a list of BASC ATMs identifying which were Cardtronics-owned as of June 30, 2008 and the date on which each such ATM was made Voice-guided.

4.4.1.6 By August 15, 2010 and each quarter thereafter until the earlier of (1) the expiration of this Agreement or (2) the third consecutive quarter in which 95% of all Transactions are performed on Covered Voice-guided ATMs, a list of all Covered ATMs, whether each is Voice-guided and the percentage of transactions done on Voice-guided machines in the previous quarter. If 95% of all Transactions are performed on Covered Voice-guided ATMs for three consecutive quarters, then the list shall thereafter be provided only annually. (Each such report shall be issued within forty-five (45) days following the applicable quarter and/or year.) For each ATM lacking Voice guidance, the list shall state whether the ATM is After-acquired and the date it became After-acquired. For each After-acquired ATM lacking

Voice guidance, the list shall state, in the case of Cardtronics-owned ATMs, the estimated date Cardtronics shall install a Voice-guided ATM and, in the case of Merchant-owned ATMs, the date on which the contract will either renew or expire. At such time as 100% of all Transactions in a calendar quarter are executed on Voice-guided ATMs, Cardtronics shall only report thereafter (1) a list of After-acquired ATMs without Voice guidance, the date of acquisition and, if Cardtronics-owned, the date Cardtronics shall install a Voice-guided ATM and, if Merchant-owned, the date on which the contract will either renew or expire and (2) any After-acquired ATMs previously reported as without Voice guidance that have since become Voice-guided.

4.4.2. Verification.

4.4.2.1. Cardtronics shall, with each Report set forth in Subsection 4.4.1 verify to Class Counsel and Counsel for the Commonwealth that the results of the Report comply with the requirements of Section 3 of the Agreement. Cardtronics shall inspect a sample of its portfolio of ATMs from time to time to verify continuing compliance including with Section 4.4.5 of the Agreement. Cardtronics shall use either its own technicians or service vendors to report on the operating condition of Voice guidance on a randomly selected group of ATMs. The group of ATMs shall change with each report. Cardtronics shall select the appropriate number of ATMs to be included in the sample analysis each quarter so that the quarterly expense of the monitoring effort will be no greater than \$2,500. At the time any ATM is installed as contemplated by Subsections 3.1, 3.2.1 or 3.2.2(b) or upgraded as contemplated by Subsection 3.2.2(a), the individual who performs the installation or upgrade shall test the ATM using the form attached hereto as Exhibit C, and shall sign and date the form. Cardtronics shall report the results of its monitoring efforts to Class Counsel and Counsel for the Commonwealth with each Report and attach copies of forms received during that reporting period from its installers.

4.4.2.2 Upon request of Class or Commonwealth Counsel, Cardtronics shall (1) produce for inspection and copying all documentation which may be pertinent to a determination by the Plaintiffs of whether Cardtronics has complied with the terms of this Agreement, and (2) cooperate in providing the Plaintiffs with reasonable access to Cardtronics employees with knowledge that may assist the Plaintiffs in determining whether Cardtronics has complied with the terms of this Agreement.

4.4.3 Maintenance and Responding to Consumer Calls

4.4.3.1 ATMs required to be Voice-guided by this Agreement shall remain Voice-guided at all times during the term of this Agreement, provided that isolated or temporary interruptions in service due to maintenance or repairs or isolated instances of mechanical failure shall not be a violation of this Agreement, provided further that allowing Voice guidance to remain out of service on an ATM beyond a reasonable period of time and/or repeated mechanical failure due to improper or inadequate maintenance shall constitute a violation of this Agreement. Nothing in this Agreement shall be construed to impose any maintenance or repair obligations on Cardtronics for a Merchant-owned ATM if the Merchant does not have an Extended Service Program contract with Cardtronics.

4.4.3.2 Upon receipt of any call or report that a Cardtronics-owned ATM, which has been listed by Cardtronics as Voice-guided, is not properly operating with

respect to Voice guidance, Cardtronics shall designate a service technician to repair same within seventy-two (72) hours of receipt of such request. The same standard shall apply to any Merchant-owned ATM if the Merchant has purchased an Extended Service Program from Cardtronics. Transactions at an inoperative or malfunctioning ATM shall not count towards measurement of the 90% threshold (set forth in Section 3.3 above).

4.4.4 Monitoring

4.4.4.1 The Parties agree that NFB shall act as the “Monitor”. For each ATM tested, Cardtronics shall pay NFB a flat fee of \$200, within thirty (30) days after presentation of an invoice. Each invoice shall identify the ATM(s) tested and the date(s) of the test(s), and each invoice shall be uniquely numbered so as to allow tracking of invoices. Notwithstanding anything to the contrary in this Section 4.4.4 or in any other provision of this Agreement, Cardtronics shall be obligated to pay no more than \$30,000 for any and all NFB ATM tests or inspections during the first year of monitoring, no more than \$20,000 for the second year of monitoring and no more than \$7500 for the third and each remaining year of the Agreement. Each invoice should be sent to: Cardtronics, 3110 Hayes Road, Suite 300, Houston, Texas Attn: KC Foreman.

4.4.4.2 To verify compliance, within 180 days of receipt of the Report listed in Subsection 4.4.1.1, NFB shall, both on a Massachusetts and on a national basis test operating ATMs equal to one percent of the ATMs listed on that report as Voice-guided to determine whether each is, in fact, Voice-guided. Within 180 days of receipt of any other Report listed in Subsection 4.4.1, the Monitor will test the greater of 28 operating ATMs or operating ATMs equal to one percent of the ATMs that are newly identified as Voice-guided.

4.4.4.3 Within thirty (30) days of completing the tests on any Report the Monitor will notify Cardtronics, Counsel for the Commonwealth and Class Counsel of the results of the tests.

4.4.4.4. Within thirty (30) days of receipt of the notice from the Monitor, Cardtronics will bring into compliance with this Agreement any ATM that the Monitor reports to be out of compliance and will so notify Class Counsel, Counsel for the Commonwealth, and the Monitor. Nothing in this paragraph 4.4.4.4 shall preclude Cardtronics from removing or ‘de-listing’ an ATM previously reported as being ‘Voice-guided’, so long as such correction does not cause Cardtronics to be in noncompliance with Section 3.

4.4.5 Training

Cardtronics shall train its employees who have regular contact with customers regarding customer use and operation of Voice-guided ATMs in accordance with its normal training procedures.

5. CHANGES IN LAWS GOVERNING ACCESSIBILITY OF ATMS

5.1 New Laws

The Parties acknowledge that after the Effective Date, new statutes or regulations may establish standards for accessibility of ATM services to Blind persons that might be different from Cardtronics' obligations under this Agreement. The Parties agree that if the new law or regulation directly addresses an obligation imposed upon Cardtronics by this Agreement, the new law or regulation shall control; provided, however, that to the extent any new regulation creates a safe harbor for non-Voice-guided ATMs or establishes a schedule for Voice guidance slower than that required by this Agreement, this Agreement shall control and, in no event, shall the level of access to and/or independent use by Blind persons be lower than that required by this Agreement.

5.2 Notice of Modification of Agreement

If any Party contends that there is a change in any applicable statute or regulation that directly addresses Cardtronics' obligations under this Agreement, that Party shall notify the other Parties in writing with a statement describing (a) the new statute or regulation; (b) the effect of the new statute or regulation on Cardtronics' obligations under this Agreement; and (c) the necessary modifications to this Agreement. The proposed modifications shall become effective thirty (30) days after such notification, unless another Party objects in writing to the proposed modifications. 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 in good faith to resolve the disagreement. Failure to reach an agreement shall be considered a dispute to be resolved pursuant to Section 13 of this Agreement.

6. NO ADMISSION OF LIABILITY

6.1 Purpose of Agreement Is To Avoid Further Litigation

This Agreement constitutes a compromise of disputed claims between Plaintiffs and Defendants, and the Parties enter this Agreement solely to terminate all controversies currently pending between them and to avoid the expense, inconvenience and further litigation, without admission of any liability whatsoever by Cardtronics.

6.2 No Admissions

In entering into this Agreement, Cardtronics does not admit, and specifically denies, that it has violated or failed to comply with any provisions of the ADA, any regulations or guidelines promulgated pursuant to the ADA, Massachusetts state laws, or any other applicable laws, regulations or legal requirements in regard to Cardtronics-owned ATMs or Merchant-owned ATMs. 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 Cardtronics of any such violations or failures 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 Commonwealth or NFB with respect the requirements of any applicable law or Cardtronics' compliance with such applicable law in regard to Cardtronics-owned ATMs or Merchant-owned ATMs.

6.3 No Use of Agreement

The Parties agree that this Agreement shall not be used by NFB or the Commonwealth in any legal, regulatory, equity or administrative proceeding in which Cardtronics is a party, as evidence of any stipulation or agreement by Cardtronics as to the meaning or requirements of Title III of the ADA.

6.4 No Effect of Court Approval or Rejection

The Parties agree that Court approval of this Agreement shall not be deemed to constitute any finding, conclusion, or holding as to the meaning of Title III of the ADA or of Massachusetts state law. If the Court does not approve this Agreement, or if any of the Parties withdraw from this Agreement at any time to the extent permitted herein, this Agreement and any negotiations or communications related thereto shall not be interpreted as any admission by any Party of any fact, legal principle, or conclusion. If, for any reason, settlement is not effectuated or Final Judgment is not entered pursuant to this Agreement, no evidence of this Agreement or of the Preliminary Approval Order or Final Judgment, as proposed or as actually entered by the Court, shall be admissible in the Lawsuit or in any other action in which Cardtronics is a party.

7. RELEASE

7.1 Scope of Release

7.1.1. "Released Claims" means any and all demands, claims, actions, causes of actions, suits, debts, covenants, contracts, agreements, promises, judgments whatsoever, whether or not known or unknown and whether or not such claims are legal, equitable, administrative or of any other nature, for injunctive or declaratory relief, that the Plaintiffs may have had, or may have as of the Effective Date, against Cardtronics concerning the accessibility of Cardtronics-owned ATMs and Merchant-owned ATMs to the Blind. Released claims include, but are not limited to and by way of example only, claims under Title III of the ADA, the Massachusetts Public Accommodations Act and the Massachusetts Equal Rights Act. Released claims include any claims arising under or related to the PSA.

7.1.2. Released Claims also include any claims of the NFB or Individual Plaintiffs for monetary damages of any kind, including punitive or exemplary damages.

7.1.3. Released Claims do not include any claims of Class Members other than the Individual Plaintiffs for monetary damages of any kind, including punitive or exemplary damages.

7.1.4. Released Claims also include any claims for injunctive or declaratory relief concerning the accessibility of Cardtronics-owned ATMs and Merchant-owned ATMs to the Blind arising under any state or local statutory, administrative, regulatory or code provisions that either (a) directly incorporate Title III of the Americans with Disabilities Act or (b) set forth standards or obligations coterminous with or equivalent to Title III of the Americans with Disabilities Act.

7.1.5. Except as otherwise expressly provided herein, the Released Claims also include any and all claims for attorneys' fees, expenses, costs or disbursements incurred by Counsel and any other counsel representing Plaintiffs or Class members, or by Plaintiffs or Class members, or any of them, in connection with or related in any manner to the Lawsuit, this Agreement, or the prosecution of motions to obtain entry of Preliminary Approval and/or Final Judgment incurred prior to and including the date of Final Approval.

7.1.6. Released Claims also do not include an action for breach of this Agreement, which shall be the sole relief and remedy in the event any Plaintiff or Class member claims Cardtronics-owned or Merchant-owned ATMs are not accessible to Blind patrons.

7.2 Release of Claims

Plaintiffs and Class members hereby agree that upon entry of a Final Judgment they shall forever release, remise, acquit, satisfy, and discharge each Defendant (and any of each Defendant's respective parents, subsidiaries, affiliates, partners and its officers, directors, attorneys, employees, agents, successors, and assigns) from any and all Released Claims.

7.3 Covenant Not To Sue

Plaintiffs and the Class members hereby agree that they, acting individually or together, shall not seek to institute, maintain, prosecute, join, support, sue or assert in any action or proceeding, whether judicial or administrative, any of the Released Claims against another Party.

7.4 Subsequent Discovery

In connection with the release and covenant not to sue, Plaintiffs and the Class members acknowledge that they are aware that they may hereafter discover facts, actions, claims and causes of action presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the Released Claims. Nevertheless, it is the purpose of this Agreement and the intention of the Plaintiffs and Class members to settle and release such matters and all actions, causes, claims, and causes of action that are Released Claims.

7.5 Failure to Receive Notice

The failure of any Class member to receive actual notice or any other document describing this Agreement shall not be a basis for invalidating, waiving, abrogating, limiting, ignoring, or mitigating the effects of this Agreement.

7.6 Survival of Consumer Contracts

Nothing in this Agreement shall relieve any Plaintiff or Class member from his, her or its obligation to perform fully any consumer contract between him, her or it and any of the Defendants. All agreements for the purchase of Defendants' services heretofore made shall remain in effect, and each Defendant shall be entitled to enforce such agreements in accordance with their terms.

7.7 No Effect On Obligations Imposed In This Agreement

Notwithstanding anything stated to the contrary in this Agreement, all of the obligations and rights of the Parties under this Agreement shall expressly survive the release and covenant not to sue.

8. THIRD PARTY BENEFICIARIES

8.1 Acknowledge Beneficiaries

This Agreement, and the settlement contemplated therein, shall inure to the benefit of the Parties as well as each Defendant's respective parents, subsidiaries, affiliates, partners and its officers, directors, attorneys, employees, agents, successors, and assigns, all of whom shall be considered third-party beneficiaries of this Agreement. This Agreement also inures to the benefit of the Class members, each of whom shall be considered a third-party beneficiary.

8.2 No Other Beneficiaries

Except as expressly identified in the foregoing subsection, this Agreement shall not be construed to create rights in, or to grant remedies to, or to delegate or create any duty, obligation or undertaking established herein to any third party as a beneficiary of this Agreement.

9. ATTORNEYS FEES AND CONTRIBUTION TO THE COMMONWEALTH

9.1 Contribution to the Commonwealth

Cardtronics shall make a contribution of \$100,000.00 to the Attorney General's local consumer aid fund. The amount shall be paid by check within ten (10) days of the Effective Date. Payment shall be delivered to Patricia Correa, Massachusetts Attorney General's Office, 100 Cambridge St., 11th floor, Boston, MA 02108.

9.2 Attorneys' Fees and Costs

Cardtronics shall pay NFB a total amount of \$900,000.00 as reimbursement of its litigation costs, including attorney's fees, incurred in connection with the Lawsuit up to and including the date of Final Approval. The amount shall be paid by check or electronics fund transfer in two equal installments, with the first installment within ten (10) days of the Effective Date and the second installment 180 days thereafter. Payment shall be made to: National Federation of the Blind, 1800 Johnson Street, Baltimore, Maryland 21230, attention Marc Maurer.

10. NOTICE TO PARTIES

Any notice or communication required or permitted to be given to any one of the Parties shall be provided by electronic mail, by facsimile transmission, or by certified U.S. mail, addressed as follows:

To Commonwealth:

Office of the Massachusetts Attorney General
Attn: Patricia Correa
Assistant Attorney General
100 Cambridge Street, 11th floor
Boston, MA 02108
Fax No.: (617) 727-5762
Email: patty.Correa@ago.state.ma.us

To NFB:

Brown, Goldstein & Levy LLP
Attn: Daniel F. Goldstein, Esq.
120 E. Baltimore Street
Suite 1700
Baltimore, MD 21202
Fax No.: (410) 385-0869
Email: dfg@browngold.com

To Cardtronics:

Michael E. Keller
General Counsel
Cardtronics Inc.
3110 Hayes Road, Suite 300
Houston, Texas 77082 USA
Fax No.: (281) 892-0102
Email: mkeller@cardtronics.com

Douglas P. Lobel
Cooley Godward Kronish LLP
One Freedom Square | Reston Town Center
11951 Freedom Drive
Reston, VA 20190
Fax No.: (703) 456-8100
Email: dlobel@cooley.com

A party may amend the person to whom notices are to be made pursuant to this Section by written notice to all other parties.

11. DURATION AND TERMINATION

This Agreement shall remain in effect, in whole or in part, for eight years from the Effective Date of this Agreement, except that the Parties may agree in writing to extend the Agreement further or the Court may so order in connection with Subsection 13.3. Notwithstanding any expiration of this Agreement, Sections 6, 7 and 13 shall continue to remain in effect in perpetuity.

12. FURTHER ACTS

Each of the Parties, upon the request of any of the other Parties hereto, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

13. DISPUTE RESOLUTION

Any dispute between the Parties arising out of, or related to, this Agreement, once effective, shall be subject to the following dispute resolution process:

13.1 Notification of Non-Compliance and Opportunity to Cure or Address

If at any time a Party believes that another Party has not complied with any provision of this Agreement, the complaining Party shall deliver prompt written notice to the other Party, including: (a) a reference to the specific provisions of the Agreement that are the subject of the notice; (b) a statement of the issues; (c) a statement of the remedial action sought by the initiating Party; and (d) a brief statement of the specific facts, circumstances and any other arguments supporting the position of the initiating Party. The Party receiving this notice shall respond in writing to the notice within twenty (20) business days of its receipt. The response shall describe the steps that the receiving Party will take, if any, to cure the noncompliance.

13.2 Meet and Confer

Within twenty (20) business days after receipt of the response to the notice or as soon as practicable, the Parties shall meet and confer to attempt to reach an agreement regarding

the matters stated in the notice. If the Parties are able to agree upon the matters stated in the notice, they shall work together in good faith to resolve the matters stated in the notice and agree upon an appropriate modification of the Agreements.

13.3 Right to File Claim

If the Parties cannot resolve the matters stated in the notice within forty-five (45) days after they meet and confer, the Party who served notice may bring suit seeking damages, injunctive relief and/or specific performance of the Agreement in the United States District Court for the District of Massachusetts. For any dispute between NFB and Cardtronics arising under this Agreement, Court shall award reasonable attorneys' fees and costs in accordance with the prevailing party standards under the ADA. Cardtronics expressly consents to the entry of an injunction for specific performance of this Agreement if the court concludes Cardtronics breached its obligations under this Agreement.

13.4 Modification of Meet and Confer Deadlines

Any Party may agree to extend any of the deadlines for an opposing Party set forth in this section without the necessity of modifying this Agreement.

14. GOVERNING LAW

The terms and conditions of this Agreement shall be governed, interpreted and construed, and all disputes arising hereunder determined, in accordance with the laws of the State of Massachusetts, without regard to its choice of law rules.

15. FORCE MAJEURE

The performance of Cardtronics 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, malfunctioning or unavailability of parts, equipment or materials through normal supply sources, allegations of infringement of intellectual property or the failure of any utility to supply its services for reasons beyond the reasonable control of Cardtronics. If Cardtronics seeks to invoke this Section for more than ten (10) ATMs at any one time, it shall notify Counsel in writing as soon as reasonably possible, specifying the particular action(s) that could not be performed and the specific reason(s) for the non-performance. Pursuant to Section 13 of this Agreement, the Parties shall thereafter meet and confer regarding an alternative schedule for completion of the action that could not be performed, or an alternative action.

16. SEVERABILITY

If one or more provisions of this Agreement are at any time found to be invalid by a court, tribunal or other forum of competent jurisdiction, or otherwise rendered unenforceable, such provision or provisions shall be severable from this Agreement so that the validity or

enforceability of the remaining provisions of this Agreement, shall not be affected thereby, unless the provision or provisions are essential and material covenants of this Agreement.

17. DUTIES OF SIGNATORIES

By signing this Settlement Agreement, each Signatory, on behalf of himself or herself or on behalf of the Party whom he or she represents, confirms and states that he or she has carefully read the Agreement and that he or she has obtained the advice of independent legal counsel in connection with the negotiation of this Agreement, and that he or she knows the contents of the Agreement. Each signatory further represents that he or she has been duly authorized on behalf of the Party that he or she represents to execute this Agreement on behalf of such Party and intends to commit, and hereby commits, the Party to be fully bound to this Agreement.

18. BINDING UPON SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective parents, subsidiaries, heirs, executors, personal representatives, affiliates, agents and general and limited partners, and their respective successors and assigns. Counsel for the Parties shall be notified in writing within thirty (30) days of the existence, name, address and telephone number of any successors and assigns.

19. AUTHORITY TO ENTER AGREEMENT

Each Party represents and warrants to the other Parties that it has the full power and authority to enter into this Agreement and any of the documents to be executed by it pursuant to this Agreement, that it has agreed to the terms of this Agreement and such other documents to be executed by it pursuant to this Agreement, and that this Agreement and such other documents have been duly authorized, executed and delivered by the representatives whose signatures are set forth below.

20. DRAFTING OF AGREEMENT

The Parties and their respective counsel have reviewed and revised this Agreement and the normal rule of construction, providing that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

21. NON-WAIVER OF BREACH

No breach of any provision of this Agreement can be waived unless done so expressly and in writing. Express written waiver of any one breach of this Agreement shall not be deemed a waiver of any other breach of any other provision of this Agreement.

22. INTEGRATION CLAUSE

All agreements, covenants, representations and warranties, express and implied, oral and written, of the Parties concerning the subject matter of this Agreement are contained or referred to in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any Party to the other Parties concerning the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter of this Agreement, other than those referred to herein, are merged into this Agreement.

23. AMENDMENTS OR MODIFICATIONS

This Agreement shall not be modified, amended, changed or dissolved except in writing and signed by each of the Parties

24. HEADERS IN THIS AGREEMENT

This Agreement contains headings. The headings are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

25. SIGNATURE IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and shall be deemed duly executed and effective upon the signing of the last counterpart by the Parties.

26. TRANSMITTED COPIES

For purposes of enforcing this Agreement, the Parties may enforce this Agreement by using a signature transmitted by facsimile or by electronic copy (*e.g.*, PDF file).

ON BEHALF OF THE COMMONWEALTH OF
MASSACHUSETTS:

By: _____

Print: _____

Title: _____

Dated: _____, 2007

ON BEHALF OF THE NATIONAL FEDERATION
OF THE BLIND:

By: _____

Print: _____

Title: _____

Dated: _____, 2007

ON BEHALF OF THEMSELVES:

Adrienne Asch: _____ Dated: _____, 2007

Jennifer Bose: _____ Dated: _____, 2007

Bryan Bashin: _____ Dated: _____, 2007

Robert Crowley: _____ Dated: _____, 2007

Dwight Sayer: _____ Dated: _____, 2007

Raymond Wayne: _____ Dated: _____, 2007

Terri Uttermohlen: _____ Dated: _____, 2007

Norma Crosby: _____ Dated: _____, 2007

ON BEHALF OF CARDTRONICS, INC.
AND CARDTRONICS LP:

By: _____

Print: _____

Title: _____

Dated: _____, 2007

EXHIBITS

Exhibit A—List of Organizations to receive a copy of the Notice (Section 2.5)

Exhibit B- Approved signage (Section 4.3)

Exhibit C- Installation certification (Section 4.4.2.1)

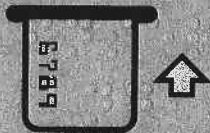
EXHIBIT F

INSTALL ON AUDIO ACCESSIBLE MACHINES



**Audio
Accessible
ATM**

PLACE JUST ABOVE CARD SLOT



PLACE JUST BELOW RECEIPT CHUTE IN RECESSED AREA



Receipt



PLACE JUST ABOVE CASH TRAY ON FLAT AREA



Cash



Call S & B Print Solutions 832-326-4809 to reorder