

GLOBAL SETTLEMENT AGREEMENT

This Global Settlement Agreement (the “Agreement”) and the related and incorporated document entitled Confidential Addendum to Global Settlement Agreement (“Confidential Addendum”) (collectively referred to as the “Full Agreement”) are entered into by and between the National Federation of the Blind (“NFB” or “Party”) and Julie Dalton (“Ms. Dalton” or “Party”) (collectively referred to as “Claimants”), CVS Pharmacy, Inc. (“CVS” or “Party”), and MinuteClinic LLC (“MinuteClinic” or “Party”). Claimants, CVS, and MinuteClinic are collectively referred to as the “Parties.”

RECITALS

A. NFB is a non-profit organization duly organized under the laws of the District of Columbia with its principal place of business in Baltimore, Maryland. It is the oldest and largest national organization of blind persons, with affiliates in all 50 states, Washington, D.C., and Puerto Rico. The vast majority of its tens of thousands of members are blind persons who are recognized as a protected class under federal laws. The NFB is widely recognized by the public, Congress, executive agencies of government, and the courts as a collective and representative voice on behalf of blind Americans and their families.

B. Julie Dalton is a MinuteClinic patient who is blind and is a resident of the state of Minnesota.

C. CVS owns and operates a nationwide retail pharmacy chain, with stores in Minnesota and other states across the United States. Certain CVS locations house MinuteClinics, which offer efficient and effective healthcare services to MinuteClinic patients. Certain MinuteClinics are located in CVS stores identified as HealthHubs.

D. MinuteClinic LLC is a wholly-owned indirect subsidiary of CVS Pharmacy, Inc. Although MinuteClinic is not identified as a Defendant in the Litigation, MinuteClinic is the owner and operator of the sign-in kiosks that are the subject of the Litigation, as defined herein.

E. On May 10, 2023, Ms. Dalton filed and served a First Amended Class Action Complaint against CVS in the United States District Court for the District of Minnesota. The putative class action is captioned *Julie Dalton, individually and on behalf of all others similarly situated v. CVS Pharmacy, Inc.*, Case No. 23-CV-442 (PAM/DLM) (the “Litigation”).

F. The allegations in the First Amended Class Action Complaint centered on the accessibility of kiosks used at MinuteClinics that allow patients to make and/or check-in to appointments. Specifically, Ms. Dalton alleged that the kiosks were inaccessible to patients who are blind or have visual impairments in violation of the Americans with Disabilities Act (“ADA”). CVS denied these allegations on behalf of itself and MinuteClinic.

G. On July 25, 2023, Ms. Dalton’s counsel filed a letter with the Court, indicating the NFB intended to join the Litigation as a plaintiff and requesting that the Court stay upcoming deadlines so that NFB could be formally added to the Litigation.

H. On October 10, 2023, and before NFB was officially added as a plaintiff to the Litigation, Claimants and CVS entered into a Structured Negotiations Agreement with the objective of ensuring that MinuteClinic services are accessible to individuals who are blind or have visual impairments, particularly with respect to the kiosks.

I. Since entering into the Structured Negotiations Agreement described above, the Parties have worked together in good faith to resolve Dalton and the NFB’s accessibility concerns with the MinuteClinic kiosks.

J. The Parties now enter into this Global Settlement Agreement to resolve any and all disputes between them, including those at issue in the Litigation.

NOW, THEREFORE, in consideration of the recitals outlined above, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS OF AGREEMENT

1. Incorporation of Recitals. The recitals outlined above are incorporated by this reference into the terms and conditions of the Full Agreement.

2. Duration of Agreement. The Full Agreement shall become effective as of the date of the last signature on this Agreement (the “Effective Date”) and shall remain in effect for two (2) years following the Implementation Date, as defined in Section 3.1 below (the “Term of Agreement”).

3. CVS and MinuteClinic Details. As further described below, MinuteClinics are located in certain CVS retail pharmacy locations and provide for expedient healthcare services for CVS patients, though not as fulsome as a primary care provider. Some MinuteClinics are located inside CVS stores identified as HealthHubs. Currently, some MinuteClinic locations utilize a “kiosk” to allow patients to make and/or check-in for appointments at MinuteClinics, in addition to similar functionality available through digital platforms such as www.cvs.com/minuteclinic and/or via a patient’s smart phone. These kiosks are monitors with touch screens that allow MinuteClinic patients to input pertinent information to make and/or check in to MinuteClinic appointments.

3.1 Kiosk Phase-Out Process and Accessible Alternative. As of the Effective Date, MinuteClinic will initiate a process to phase out and remove the existing kiosks from all

MinuteClinic locations (the “Kiosk Phase-Out Process”). During the Kiosk Phase-Out Process, MinuteClinic shall develop an alternative to the existing kiosks that is accessible to blind¹ individuals (“Accessible Alternative”), meaning that the Accessible Alternative shall afford blind individuals an opportunity to acquire the same information, engage in the same interactions, and enjoy the same services as a sighted individual in an equally effective, equally private and independent, and equally integrated manner, with substantially equivalent ease of use. Acceptable Accessible Alternatives may include a tablet-type device (“Replacement Tablets”) or other technology. If MinuteClinic opts to use a receptionist or person in a similar role to serve as the primary method for all patients, including sighted patients, to check in or perform other administrative functions, MinuteClinic may also use this method of human assistance as the Accessible Alternative for blind individuals. MinuteClinic shall complete the Kiosk Phase-Out Process and installation of the Accessible Alternative in all MinuteClinic locations within 18 months of the Effective Date (“Implementation Date”), subject to Section 3.6 of this Global Agreement.

3.2 MinuteClinic/NFB Partnership. As it works to design and develop the Replacement Tablets or other Accessible Alternative during the Kiosk Phase-Out Process, MinuteClinic will conduct usability testing with blind individuals to ensure that the tablet or other technology is an Accessible Alternative, as defined in Section 3.1 above. MinuteClinic and/or CVS will partner with NFB on the development and usability testing of the Accessible Alternative, which may include requests for input on the design or technical specifications of the Accessible

¹ “Blind” is used to describe all individuals who, under federal civil rights laws including the ADA, have a vision-related disability that requires alternative methods to access hard-copy standard print.

Alternative and the design of and recruitment of blind participants for the usability testing, as well as the outcome of the usability testing and any follow-up needed.

3.3 ADA Training. During the Kiosk Phase-Out Process, MinuteClinic will also provide refresher training for all MinuteClinic Providers on best practices for communicating with people with disabilities and assisting blind individuals with the check-in process up through the Implementation Date (“pre-Implementation ADA Training”). MinuteClinic will also provide an additional training for all MinuteClinic Providers once the Accessible Alternative has been implemented at the Providers’ respective MinuteClinic locations that includes both best practices for communicating with people with disabilities and information about how blind individuals can use the Accessible Alternative to check-in for their appointments (“post-Implementation ADA Training”). MinuteClinic shall have discretion over the form and content of both the pre-Implementation and post-Implementation ADA Trainings, but will provide proposed content for the pre-Implementation ADA Training to counsel for the NFB within sixty (60) days of the Effective Date and will provide proposed content for the post-Implementation ADA Training to counsel for the NFB at least ninety (90) days before it begins installing the Accessible Alternative in any MinuteClinic locations. To the extent NFB has comments on the pre-Implementation or post-Implementation ADA Training materials, it shall provide such comments to counsel for CVS and MinuteClinic within 10 business days of receipt. MinuteClinic shall give due consideration to the NFB’s comments on the pre-Implementation and post-implementation ADA Training materials and shall share the final training materials with NFB.

3.4 Patient Educational Materials. MinuteClinic will again partner with NFB to create educational materials for blind individuals on how to make MinuteClinic appointments,

check-in for appointments, and the various ways in which patients can access the services provided by MinuteClinic.

3.5 CVS and MinuteClinic Progress Reporting. Six (6) months following the Effective Date, and every six (6) months thereafter for the Term of the Agreement, CVS and/or MinuteClinic will provide an update to Claimants' counsel on the status of their progress toward satisfying their obligations herein, including MinuteClinic replacing existing kiosks with an Accessible Alternative.

3.6 Unanticipated Delays. The parties agree that CVS and/or MinuteClinic are committed to implementing an Accessible Alternative at each MinuteClinic location by the Implementation Date, but acknowledge that there may be unanticipated delays outside of the control of CVS and/or MinuteClinic. In the event that CVS and/or MinuteClinic receive information, unanticipated by CVS and/or MinuteClinic as of the Effective Date, indicating that the commitments described in Sections 3.1-3.4 above are reasonably likely to be delayed beyond the applicable timelines set forth therein, CVS and/or MinuteClinic shall notify Claimants' counsel in writing within thirty (30) days after CVS and/or MinuteClinic becomes aware of the information indicating an unanticipated delay, explaining the unanticipated circumstances, its expected impact on CVS and/or MinuteClinic's ability to perform the terms of this Agreement, and the measures taken to prevent or minimize the unanticipated circumstances. The Parties shall then meet and confer as to a mutually agreeable amended timeline. Any dispute regarding a proposed amended timeline shall be handled in accordance with the dispute-resolution process set forth in Section 4 of this Agreement.

4. Dispute-Resolution Process. Any Party who believes that another Party has not complied with any provision of the Full Agreement shall provide that other Party with a notice of

non-compliance that identifies each alleged act of non-compliance and provides a statement of the remedial action sought (the “Notice”). The Parties shall meet and confer to resolve the alleged non-compliance within 90 days after receipt of each Notice. If the alleged non-compliance is not resolved during this 90-day period, either Party may initiate legal action to enforce the Full Agreement. If legal action to enforce the Full Agreement becomes necessary, the Parties agree to submit to the jurisdiction and venue of the Hennepin County District Court in Minnesota, except to the extent any matter of federal law preempts state law in which case the parties reserve the right to remove any action to the United States District Court for the District of Minnesota. The Parties agree that in any dispute, attorneys’ fees and costs shall be awarded in accordance with the standards for awarding the prevailing party attorneys’ fees and costs under the ADA.

4.1 Exclusive Remedy. Section 4 of this Agreement is the sole and exclusive means for resolving any dispute that may arise between the Parties pursuant to this Full Agreement throughout the Term of this Full Agreement. Claimants shall not, during the duration of this Full Agreement, individually or collectively, initiate legal or administrative action against CVS or MinuteClinic in any court of law or regulatory entity for any reason related to the subject matter addressed in this Full Agreement, including but not limited to the accessibility, usability, or effective communication of CVS’s MinuteClinic kiosks or Replacement Tablets.

5. Notice. Any notice or communication required or permitted to be given to the Parties hereunder shall be given in writing by email or United States mail, addressed as follows:

For Claimants:

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For CVS Pharmacy, Inc. and MinuteClinic, LLC:

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6. Miscellaneous Terms.

6.1 This Full Agreement compromises disputed claims. This Full Agreement shall not be treated as an admission of liability by Claimants or CVS and MinuteClinic at any time, for any purpose.

6.2 Nothing in this Full Agreement shall prohibit isolated or temporary interruptions in service or access due to maintenance or repair.

6.3 This Full Agreement has been reviewed by the Parties and their respective attorneys and advisors. The Parties have had a full opportunity to negotiate the terms and conditions of this Full Agreement. Accordingly, the Parties expressly waive any common law or statutory rule of construction that ambiguities should be construed against the drafter of this Full Agreement. The Parties agree, covenant, and represent that the language in all parts of this Full Agreement shall be in all cases construed as a whole, according to its fair meaning.

6.4 This Agreement and the Confidential Addendum entered into herewith are made and entered into in the State of Minnesota and shall in all respects be interpreted and enforced pursuant to the laws of the State of Minnesota, without regard to or application of any of Minnesota's conflict of laws rules.

6.5 This Agreement and the Confidential Addendum entered into herewith, constitute a single, integrated written contract expressing the entire agreement of the Parties. There are no other agreements, written or oral, express or implied, between Claimants, CVS, and MinuteClinic with respect to the subject matter hereof. The Parties acknowledge and agree that they execute this Full Agreement voluntarily and for their own purposes, and that they have not relied upon representations, statements or promises made by any of the other Parties, or by their respective agents or attorneys.

6.6 This Agreement and the Confidential Addendum cannot be modified orally or by implication. This Agreement and the Confidential Addendum may only be modified pursuant to the terms of a written instrument that is signed by all Parties, and that expresses the Parties' intent to modify this Agreement or the Confidential Addendum.

6.7 The Parties to the Full Agreement agree, covenant, and represent that each and every provision of the Full Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of the Full Agreement shall be considered severable. If a court of competent jurisdiction finds any provision of the Full Agreement to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in force and effect to the extent allowed by law, and all of the remaining provisions of the Full Agreement shall remain in full force and effect and enforceable.

6.8 Each Party and the Party's Counsel shall sign one copy of this document and each such copy shall be considered an original. This document may be executed in counterparts and facsimile, electronic, and PDF signatures shall be accepted as original.

6.9 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. The Full Agreement shall bind any assigns and successors of the Parties.

6.10 The persons executing the Full Agreement each represent and warrant that they have 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 they are 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 they are executing.

~ SIGNATURE PAGE FOLLOWS ~


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Date: April 22, 2024

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For CVS Pharmacy, Inc. and MinuteClinic, LLC

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