

Law Office of Lainey Feingold

DISABILITY RIGHTS LEGAL ADVOCACY

CVS Accessible Web Site and Point of Sale Settlement Agreement

This CVS Accessible Web Site and Point of Sale Settlement Agreement was negotiated by Lainey Feingold and Linda Dardarian using Structured Negotiations on behalf of the American Council of the Blind (ACB), the American Foundation for the Blind, and the California Council of the Blind (CCB). In the Agreement, CVS agreed to install tactile point of sale devices in every CVS store in the United States and to upgrade its website to comply with the Web Content Accessibility Guidelines (WCAG) promulgated by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium. On July 30, 2009, the parties issued a press release about the CVS settlement.

Simplified Summary of this Document

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") and a related agreement entitled Confidential Addendum to Settlement Agreement, a copy of which is incorporated by reference into this Agreement (the "Confidential Addendum") (this Agreement and the Confidential Addendum are collectively referred to as the "Full Agreement") is entered into as of the Effective Date by and between the following parties: American Council of the Blind ("ACB"), American Foundation for the Blind ("AFB"), and California Council of the Blind ("CCB"), (collectively, the "Claimants"), and CVS Pharmacy, Inc. ("CVS"). Claimants and CVS are collectively referred to as the "Parties."

RECITALS

A.

ACB is a non-profit organization that provides advocacy services in the United States on behalf of individuals who are blind or have visual impairments. CCB is ACB's California affiliate serving the needs of blind and visually-impaired persons throughout the State of California. ACB is incorporated in Washington D.C. and has its place of business in Arlington, Virginia. CCB is incorporated and has its place of business in the State of California.

B.

AFB is a national non-profit organization whose mission is to eliminate the inequities faced by the more than ten million blind and visually impaired persons in the United States. AFB's headquarters are in New York, New York, and its Public Policy Center is in Washington, D.C. In negotiations leading to execution of this agreement, Claimants have been represented by Linda M. Dardarian of Goldstein, Demchak, Baller, Borgen and Dardarian, and Lainey Feingold of The Law Office of Lainey Feingold.

C.

CVS owns and operates the nation's largest retail pharmacy chain, with stores in

California and other states across the United States. CVS strives to make its retail stores accessible to all of its customers, including those with disabilities. In negotiations leading to execution of this Agreement, CVS has been represented by Regan Greene, Senior Legal Counsel – Labor & Employment, CVS Pharmacy, Inc., and Robert Naeve of Jones Day.

D.

CVS equips its stores with “POS Devices” to assist customers in making credit and debit card purchases.

E.

CVS Stores constructed prior to January 1, 2006 and not remodeled since that date are equipped with Hand Held Products’ TT810 POS Device (“Hand Held POS Device”). CVS Stores constructed or remodeled after January 1, 2006 are equipped with Hypercom L4100 POS Devices (“Hypercom POS Device”). CVS plans to install Verifone MX860 POS devices (“Verifone POS Device”) in new and remodeled stores after September 1, 2008. Both Hand Held Products and Hypercom provide removable overlays with Tactile Keypads that customers with visual impairments can use to input their Personal Identification Numbers, or PINs. The Hand Held removable overlay is available as Hand Held ADA-Keypad, Part Number 30104-0088 (“Hand Held POS Overlay”). The Hypercom removable overlay is available as the Hypercom ADA Keypad Appliance (“Hypercom POS Overlay”). A Tactile Keypad is integrated into the design of the Verifone POS Device; it does not require a separate overlay.

F.

CVS operates a retail website located at www.cvs.com that provides information and allows customers to shop for and purchase online certain goods and services, including prescription refills. Prior to the Effective Date, CVS hired a website consultant, that has been approved by Claimants, to assist CVS evaluate the accessibility of CVS.com and to ensure that CVS.com substantially complies with the Priority 1 and 2 Checkpoints of the World Wide Web Consortium Web Content Accessibility Guidelines Version 1.0.

G.

In the third quarter of 2005, Claimants contacted CVS regarding the lack of Tactile Keypads on POS Devices at CVS Stores. Claimants contended that the lack of Tactile Keypads violates Title III of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq., California’s Unruh Act, Cal. Civ. Code §§ 51 et seq., and California’s Blind and Disabled Persons Act, Cal. Civ. Code § 54 et seq., and other similar federal, state, local, or administrative laws, statutes, rules, or regulations relating to disability access or disability discrimination by a public accommodation or business (“Public Accommodation Laws”). The Parties subsequently entered into Structured Negotiations to resolve the dispute regarding the lack of Tactile Keypads on POS Devices at CVS Stores (“POS Dispute”). In the course of the negotiations, Claimants’ members conducted in-store testing of the Hand Held and Hypercom POS Overlays. Claimants acknowledge that purchase and installation of the Hypercom and Hand Held POS Overlays and Verifone POS Devices as set forth in this Agreement, coupled with implementation of all other terms of the Full Agreement, resolves the POS Dispute and the Claims raised in their November 10, 2005 letter.

H.

In the second quarter of 2007, Claimants contacted CVS regarding the accessibility of CVS.com to persons with visual impairments. Claimants contended that certain inaccessible features and content on CVS.com violated the Public Accommodation Laws. The Parties subsequently entered into Structured Negotiations to resolve the dispute regarding the accessibility of CVS.com for persons with visual impairments (“Web Dispute”). Claimants acknowledge that implementation of all terms of the Full Agreement related to CVS.com resolves the Web Dispute and the Claims raised in connection therewith.

I.

CVS disputes whether Public Accommodation Laws apply to its POS Devices or CVS.com. CVS denies that it has engaged in any unlawful or wrongful conduct with respect to the alleged inaccessibility of its POS Devices or CVS.com, and further denies that Claimants or any of their members have been injured or have suffered damages in any amount, or at all. Nonetheless, CVS and Claimants desire to resolve the POS Dispute and the Web Dispute.

AGREEMENT

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:

1. Incorporation of Recitals.

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

2. Duration of Agreement.

This Agreement shall become effective on April 15, 2009 (the "Effective Date") and shall remain in effect until December 31, 2010.

3. Definitions.

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

3.1.

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

3.2.

CVS.com refers to the website located at www.cvs.com as well as all subsidiary pages located at www.cvs.com/.

3.3.

CVS Store means a retail store owned and operated by CVS in the United States, and operating under the name, "CVS/pharmacy."

3.4.

Existing CVS Store means a CVS Store that is open to the public as a CVS Store on the Effective Date.

3.5.

Front Counter means the counter near the front of a CVS Store where one or more POS Devices are placed and which is utilized by CVS employees to assist customers in paying for products or services. There is only one Front Counter in any CVS Store.

3.6.

Hand Held POS Overlay refers to the Hand Held Products 30104-0088 ADA keypad, which is designed for use with Hand Held's TT810 POS Device. All Hand Held POS Devices in all CVS stores shall be programmed so that customers may use the Hand Held POS Overlay to input, correct, cancel and enter Personal Identification Numbers ("PINs").

3.7.

Hypercom POS Overlay means the ADA Keypad Appliance manufactured by Hypercom that is designed to be placed on, and work in conjunction with, Hypercom's L4100 POS Device. All Hypercom POS Devices in all CVS Stores shall be programmed so that customers may use the Hypercom POS Overlay to input, correct, cancel and enter

Personal Identification Numbers ("PINs").

3.8.

New CVS Store means a CVS Store that is first opened to the public as a CVS Store after the Effective Date.

3.9.

Next Generation POS Device means the Verifone MX860 POS device, which is equipped with an integrated Tactile Keypad and is programmed so that customers may use the Tactile Keypad to input, correct, cancel and enter Personal Identification Numbers ("PINs"). Next Generation POS Device may also mean an equivalent POS Device that has an integrated Tactile Keypad, provides customers with visual impairments the same or greater level of privacy and ability to input their PINs as provided with Verifone MX860 POS Device, and which can be rolled out pursuant to the schedules set forth in section 4 of this Agreement.

3.10.

Pharmacy Counter means a counter, separate from the Front Counter, located in the Pharmacy area of a CVS Store where one or more POS Devices are placed and which is utilized by CVS employees to assist customers in paying for products or services, including pharmaceutical products. There is only one Pharmacy Counter in any CVS Store.

3.11.

Photo Counter means a counter, separate from the Front and Pharmacy Counters, where one or more POS Devices is placed and which is utilized by CVS employees to assist customers in paying for products or services including photographic products or services. Not all CVS Stores have a Photo Counter, but in no event is there more than one Photo Counter in any CVS Store. For purposes of this Agreement, any counter – whether or not photographic products or services are offered at or near the counter – that is connected or adjacent to the Front Counter or the Pharmacy Counter of any CVS Store does not constitute a Photo Counter as defined in this Agreement.

3.12.

Point of Sale Device or POS Device means a device used by a customer at a point of purchase that is staffed by a CVS employee and allows the customer to pay for items with a debit, credit or other electronic funds card. For purposes of this Agreement, the HandHeld TT810, Hypercom L-4100 and Verifone MX860 are deemed to be "POS Devices." Other equipment that may be used by a customer to scan, price, or weigh products is not within the definition of "Point of Sale Device" or "POS Device," and such other equipment is expressly excluded from the terms, requirements and releases of this Agreement.

3.13.

POS Overlay means either the Hand Held POS Overlay or the Hypercom POS Overlay.

3.14.

Tactile Keypad means a number keypad on which each key (button) is tactually discernable from surrounding surfaces and adjacent keys, and which provides audible feedback (either through the Tactile Keypad or the POS Device) when the user has depressed the keys sufficiently to register number or function key inputs. 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 Tactile Keypad can be to the right of or below the number keys and have the following colors and raised tactile markings: Enter /Accept (green with a raised circle), Cancel (red with a raised "x") and Clear or Correct (yellow with a raised backward arrow, vertical line or forward or backward slash). Plaintiffs agree that the Hand Held POS Overlay, the Hypercom POS Overlay and the Verifone POS Device utilize Tactile Keypads that comply with this Agreement. Any other Next Generation POS Device CVS may choose to install during the term of this Agreement shall include a Tactile Keypad.

3.15.

Third Party Content means data, content or any other information that: (a) is created or provided by a third party other than CVS.com; (b) is displayed or otherwise made available to individuals who visit any CVS.com web page; and (c) is not written, controlled or maintained by CVS.com. By way of example only, the term "Third Party Content" includes but is not limited to data, content or other information that (i) is not stored on CVS.com servers; (ii) is contained on web pages or web sites maintained by third parties that link to or from any CVS.com web page; and (iii) otherwise is not displayed on a CVS.com web page.

3.16.

WCAG Guidelines means either: Priority 1 and 2 checkpoints of WCAG 1.0 or Level A and AA Success Criteria set forth in WCAG 2.0. CVS retains the sole, exclusive and unfettered discretion to determine whether to comply with WCAG 1.0 or WCAG 2.0.

4. CVS's Responsibilities with Respect to POS Devices.

4.1. Installation of Tactile Keypads at Existing CVS Stores Within California.

CVS will permanently affix Tactile Keypads on all POS Devices in Existing CVS Stores in California no later than December 31, 2008.

4.2. Installation of Tactile Keypads at Existing CVS Stores Outside California.

On or before December 31, 2008:

4.2.1. CVS will equip stores that have separate Pharmacy, Photo and Front Counters with four POS Overlays. One Overlay shall be permanently affixed to a POS Device located at the Front Counter; one Overlay shall be permanently affixed to a POS Device located at the Pharmacy Counter; one Overlay shall be permanently affixed to a POS Device located at the Photo Counter; and one Overlay shall be maintained at the Front Counter, or at such other location as store management may from time to time designate, for retrieval by cashiers on an as-needed basis to assist customers with visual impairments.

4.2.2. CVS will equip stores that do not have Photo Counters with three POS Overlays. One POS Overlay shall be permanently affixed to a POS Device located at the Front Counter; one Overlay shall be permanently affixed to a POS Device located at the Pharmacy Counter. The third POS Overlay shall be maintained at the at the Front Counter, or at such other location as store management may from time to time designate, for retrieval by cashiers on an as-needed basis to assist customers with visual impairments.

4.2.3. If fewer than all POS Devices at a Pharmacy, Photo or Front Counter have Tactile Keypads, at least one POS Device with a permanently affixed Tactile Keypad will be operable at each such counter during all hours of the counter's operations.

4.3. Installation of Tactile Keypads at New CVS Stores.

Commencing on the Effective Date, CVS shall at its option either equip all POS Devices in New CVS Stores with Hypercom POS Overlays or install Next Generation POS Devices at all checkstands in New CVS Stores.

4.4. Cash Back Functionality.

By no later than December 31, 2010, all POS Devices that are equipped with POS Overlays pursuant to Sections 4.1, 4.2 and 4.3, as well as all Next Generation POS Devices, shall be programmed so that customers with visual impairments may input, correct, cancel and enter cash back amounts.

4.5. Equivalent Next Generation POS Devices.

The Parties acknowledge that CVS may decide to equip CVS Stores with a Next Generation POS Device other than the Verifone POS Device. If CVS decides to equip stores with a Next Generation POS Device other than the Verifone POS Device, CVS shall allow Claimants to test and provide suggestions or other feedback on any such Next Generation POS Device prior to making a final purchasing decision. Claimants shall provide any suggestions or feedback within ten days of the testing. CVS will consider in good faith the suggestions or other feedback provided by Claimants but will not be in

breach of the Agreement if it does not follow or adopt Claimants' suggestions or feedback. CVS retains the discretion to decide on the type and nature of Next Generation POS Devices to be installed. However, any such device will include at least the same level of functionality for customers with visual impairments as provided by the Verifone POS Device.

4.6. Acquiring Next Generation or Equivalent Next Generation POS Devices.

After the Effective Date, and during the term of this Agreement, to the extent CVS acquires additional POS Devices to install at CVS Stores, CVS will acquire only Next Generation or Equivalent Next Generation POS Devices.

4.7. Maintenance.

CVS will use its good faith efforts to maintain all POS Devices and POS Overlays in working condition except for isolated or temporary interruptions in service due to maintenance or repairs.

4.8. Rollout Information to Claimants.

Within 45 days of each date set forth in Section 4.1 and 4.2, CVS will provide written confirmation to Claimants that the required Tactile Keypads have been installed.

5. Training of CVS Personnel.

5.1.

CVS has modified its current training materials to include instructions to its managers and sales associates regarding (i) the installation and operation of the Hypercom and Hand Held POS Overlays as well as the Verifone POS Device; (ii) the reason blind and visually impaired CVS customers need to use tactile keys to input PINs; (iii) the manner in which blind and visually impaired CVS customers use the POS Overlays and Verifone POS Device; (iv) the location of Tactile Keypads and Overlays and how to retrieve the non-affixed POS Overlays for use as needed; and (v) guidelines for appropriate interactions with visually impaired customers using CVS POS Devices, including how to direct customers with visual impairments to the POS Devices with Tactile Keypads. Claimants have reviewed these materials and acknowledge that the materials, when appropriately communicated, provide adequate information necessary for CVS employees to assist customers to complete transactions with the POS Overlays. CVS will use its good faith efforts to distribute these training materials in a timely manner to ensure that the provisions of this Agreement are implemented effectively.

5.2.

CVS reserves the right to change, replace, or modify the training materials referenced above as business needs require, and any such change, replacement, or modification will not constitute a breach of this Agreement. CVS will provide Claimants with a draft of any significant changes in the content of the training materials regarding the issues listed in Section 5.1 above, and Claimants shall provide any feedback within fourteen days of receipt of such draft. CVS will consider in good faith the feedback provided by Claimants but will not be in breach of the Agreement if CVS does not incorporate the feedback. CVS will not finalize such training materials before receiving Claimants' feedback.

6. CVS's Responsibilities with Respect to CVS.com.

6.1. Accessibility of CVS.com.

CVS will use best efforts to ensure that all pages of CVS.com substantially comply with the WCAG Guidelines.

6.1.1. CVS shall retain the outside consultant that has already been approved by Claimants, to audit CVS.com for substantial compliance with the WCAG Guidelines, and to provide a written report regarding its findings. CVS shall provide to Claimants a copy of the consultant's final audit report within ten days after execution of this Agreement by all Parties. Claimants shall provide CVS with any feedback in writing regarding the

consultant's final audit report within ten days after they receive the final audit report. CVS will give good faith consideration to all feedback provided by Claimants.

6.1.2. On or before May 31, 2009 or within a reasonable period of time after CVS receives the feedback provided by Claimants as described in Section 6.1.1 above, CVS will provide to Claimants a written proposal describing the steps it proposes to take to ensure that CVS.com substantially complies with the WCAG Guidelines, as well as a timeline by which these steps will be taken. The timeline shall set a compliance deadline of no later than December 31, 2009. The Parties shall meet and confer in good faith regarding the steps CVS shall take to substantially comply with the WCAG Guidelines, as well as the timeline for such compliance as required by this Agreement. If the Parties fail to reach agreement on these issues after a reasonable meet and confer period, the matter will be resolved pursuant to Sections 10.3.1 and 10.4, below.

6.2. Third Party Content Exclusion.

Section 6 of this Agreement shall not apply to any Third Party Content on CVS.com. CVS shall meet and confer with Claimants in the event it chooses to outsource, or otherwise transfer from itself to a third party, responsibility for providing or maintaining data, content or any other information on CVS.com.

6.3. RFPs for Third Party Content.

If, on or after the Effective Date, CVS issues requests for proposals or enters into contracts for development or inclusion of new Third-Party content on CVS.com, CVS will make good faith efforts to locate and select contractors and vendors that are able to comply with WCAG Guidelines. However, nothing in this Agreement shall preclude CVS from including Third-Party Content on CVS.com – even if such content does not comply with the Priority 1 and 2 checkpoints of WCAG

6.4. Accessibility Information.

CVS will post information on CVS.com, linked from the homepage, describing its efforts to comply with WCAG. CVS will provide a method by which users can notify the company about web accessibility concerns.

7. Meetings with Claimant Representatives.

7.1.

On a date during the second or third quarter of 2009 that is mutually agreed to by the Parties, and on a date during the first or second quarter of 2010 that is mutually agreed to by the Parties, CVS will meet by telephone or in person with representatives of Claimants to elicit input and receive feedback regarding the implementation of this Agreement, whether installation of additional POS Overlays prior to installation of Next Generation POS Devices in CVS stores is necessary to ensure effective service to customers who are blind or have visual impairments, and any other issue regarding technology used by CVS customers and its effect on customers who are blind or have visual impairments.

7.2.

On a date during the second quarter of 2009 to be determined by the Parties, the Parties shall begin negotiating in good faith regarding the accessibility of www.caremark.com, www.cvscaremark.com, and any other websites owned or operated by CVS. The Parties anticipate entering into a separate agreement, or amending this Agreement, with respect to accessibility of these additional websites. Nothing in this paragraph 7.2 shall obligate or require CVS to ensure that any website other than www.cvs.com complies with the standards set forth in Section 6 of this Agreement.

8. Joint Press Release.

The Parties agree to issue a joint press release to announce the terms of the Parties'

settlement, as described in the Agreement. The press release that the Parties shall issue is attached to the Agreement as Exhibit A.

9. Right to Seek Modification.

9.1.

CVS may modify the schedules set forth in Sections 4 and 6 above if CVS reasonably concludes in good faith that unforeseen circumstances render compliance with these Sections impossible or impracticable.

9.2.

If CVS determines that it cannot comply with the schedules set forth in Sections 4 and 6 above, it shall provide to Claimants a written Notice of Modification, describing the factual basis for its conclusion that compliance with the schedules set forth in Section 4 and 6 is impossible or impracticable, and providing a revised schedule by which it proposes to comply with the terms and conditions of this Agreement. Claimants shall meet and confer with CVS within 60 days after their receipt of CVS's Notice of Modification. If the Parties have not reached agreement regarding the Notice, the matter will be resolved pursuant to Section 10.4, below.

9.3.

CVS shall not be in breach of any term of this Agreement if it fails to comply with the schedules set forth in Section 4 and 6 after providing to Claimants a Notice of Modification pursuant to Section 9.1 above.

10. Procedures in the Event of Disputes.

10.1. Notice of Non-Compliance.

If any of the Claimants believe that CVS has not complied with any provision of the Agreement, the Claimants shall provide CVS with a Notice of Non-compliance containing the following information:

10.1.1. the alleged act of non-compliance;

10.1.2. a reference to the specific provision(s) of the Agreement that are involved;

10.1.3. a statement of the remedial action sought by the initiating party; and

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

10.2. Response.

Within 45 days of receipt of a Notice provided pursuant to Section 10.1, CVS shall respond to the Claimants in writing.

10.3. 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.

10.3.1. If the issue relates to Section 6, or any of the subparts therein, of this Agreement, and remains unresolved after the meet and confer, within 30 days of the final meet and confer CVS will ask its consultant to provide an opinion on the issue within ten days of CVS's request. The opinion shall be provided to Claimants within ten days of its receipt by CVS. Should the Parties continue to have a dispute regarding the alleged noncompliance after the procedures set forth above have been exhausted, the dispute shall continue to be handled pursuant to the mediation / arbitration procedures set forth in this Agreement.

10.4. Submission to Mediation/Binding Arbitration.

10.4.1. If the matters raised in a Notice of Non-Compliance are not resolved within 45 days of the initial meet and confer session required by Section 10.3 above, or, where applicable, within 45 days of receipt of the web consultant's opinion by Claimants, either party may submit the unresolved matters to nonbinding mediation before a mediator

affiliated with JAMS, or such other mediator as the Parties may jointly designate.

10.4.2. 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 may 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 60 days of the last hearing date.

10.4.3. The Mediation / Binding Arbitration provisions of this Agreement provide the sole and exclusive means for resolving any dispute that may arise between the Parties pursuant to this Agreement during the Term of this Agreement. The Claimants agree that during the Term of the Agreement in no event will any of them initiate legal or administrative action against CVS in any court of law or regulatory entity for any reason related to the subject matter addressed in this Agreement.

11. 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 and United States mail, addressed as follows:

To Claimants:

Linda M. Dardarian
Goldstein, Demchak, Baller, Borgen & Dardarian
Borgen & Dardarian
300 Lakeside Drive, Suite 1000
Oakland, CA 94612
[email address omitted]

Lainey Feingold
Law Office of Lainey Feingold
1524 Scenic Avenue
Berkeley, CA 94708
[email address omitted]

To CVS:

Regan M. Greene
Senior Legal Counsel – Labor & Employment
CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895
[email address omitted]

Robert A. Naeve
Jones Day
3 Park Plaza
Suite 1100
Irvine, California 92614

[email address omitted]

11. Modification in Writing.

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

12. No Other Representations.

The Parties acknowledge and agree that they execute the 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.

13. Agreement Has Been Read.

The 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 Agreement is signed freely by each party executing it.

14. No Assignment.

No Party to the 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 Agreement.

15. Agreement Binding on Assigns And Successors.

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

16. Force Majeure.

The performance of CVS 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, or unavailability of operable parts, equipment or materials through normal supply sources. If CVS 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 CVS 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 10 of this Agreement.

17. No Admission of Liability.

In entering into this Agreement, CVS does not admit, and specifically denies, that it has violated or failed to comply with any Public Accommodation Laws.

18. Authority.

The persons executing the Agreement each represent and warrant that he or she has the authority to enter into the Agreement, and to resolve the matters set forth in the Agreement, on behalf of the Party for whom he or she is executing the Agreement, and that no further approval is necessary in order for the Agreement to be binding on the Party for whom he or she is executing.

19. Integrated Agreement.

The Full Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties. There is no other agreement, written or oral, express or implied, between the Parties with respect to accessibility of POS Devices or CVS.com, except the Full Agreement.

20. Rules of Construction.

The Parties and their counsel have reviewed and participated in the drafting of the 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 Agreement. Section titles used herein are intended for reference purposes only and are not to be construed as part of the Agreement. The Recitals are integral to the construction and interpretation of the Agreement and are therefore incorporated into the Agreement in their entirety.

21. 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.

- Dated: June __, 2009.
CVS PHARMACY, INC.
- Dated: June __, 2009.
AMERICAN COUNCIL OF THE BLIND
By: Melanie Brunson, Executive Director
- Dated: June __, 2009.
AMERICAN FOUNDATION FOR THE BLIND
By: Paul Schroeder, Vice President, Programs & Policy Group
- Dated: June __, 2009.
CALIFORNIA COUNCIL OF THE BLIND
By: Jeff Thom, President

Approved as to form:

- Dated: June __, 2009.
JONES DAY
By: Robert A. Naeve, Attorneys for CVS
- Dated: June __, 2009.
GOLDSTEIN, DEMCHAK, BALLER, BORGEN & DARDARIAN
By: Linda M. Dardarian, Attorneys for Claimants
- Dated: June __, 2009.
LAW OFFICE OF LAINEY FEINGOLD
By: Lainey Feingold, Esq., Attorneys for Claimants

Copyright © 1999-2013, Law Office of Lainey Feingold - Tel: 510.548.5062