

EXHIBIT A

Non-Class Settlement Agreement and Release

This Non-Class Settlement Agreement and Release (“Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and between Wal-Mart Stores, Inc. (“Wal-Mart”) and (1) the Center for Independent Living, Inc. (“CIL”), (2) Janet Brown, and (3) Lisa Kilgore (together, the “CIL Plaintiffs”). CIL Plaintiffs and Wal-Mart are hereafter referred to as the “Parties.”

Recitals

CIL Plaintiffs filed a complaint against Wal-Mart in United States District Court for the Northern District of California on July 25, 2012 (the “Lawsuit”). The Lawsuit was assigned the civil action number 3:12-cv-03885-LB and was assigned to the Honorable Laurel Beeler. The case was reassigned to the Honorable Charles R. Breyer on October 23, 2012.

CIL Plaintiffs’ Complaint in the Lawsuit alleged that Wal-Mart violated the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12181 *et seq.*, the California Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*, and the California Disabled Persons Act, California Civil Code §§ 54 *et seq.*, by denying CIL Plaintiffs access to Wal-Mart’s point-of-sale (“POS”) terminals. CIL Plaintiffs sought injunctive and monetary relief.

Wal-Mart denies the allegations against it, denies that its POS terminals were or are inaccessible for customers with mobility disabilities who use wheelchairs and scooters, and denies that this matter is suitable for class treatment. This Settlement Agreement shall not constitute any admission of any liability.

After considering the expense and uncertainty associated with litigation, the Parties desire to fully, fairly, and finally settle all claims CIL Plaintiffs have or may have against Wal-Mart for valuable consideration, the receipt and sufficiency of which are hereby acknowledged. That desire manifests itself by concluding all pending and/or threatened litigation between CIL Plaintiffs and Wal-Mart related to the Lawsuit.

In negotiating and coming to agreement on the terms below, the Parties understand that Wal-Mart is continuously working to improve the experience of its customers and provide improved access to its goods and services through the use of technology, which may develop and progress during the term of this Agreement. In that regard, the parties understand that, pursuant to Section 3.3 of this Agreement, Wal-Mart may develop or utilize alternative methods and new technologies, methods or procedures by which customers may purchase and pay for goods and services, and this Agreement is not meant to restrict the development of such technologies, methods or procedures.

Whereas, the Parties now desire to resolve their differences and disputes between them related to the Lawsuit in consideration of the following terms set forth in this Agreement.

Terms

1. Incorporation of Recitals

The Recitals above are incorporated herein by reference.

2. Definitions

The following terms shall have the following meanings with respect to this Agreement. All other terms shall be interpreted according to their plain and ordinary meanings.

“**CIL Plaintiffs**” refers to the Center for Independent Living, Inc., Janet Brown, and Lisa Kilgore.

“**Effective Date**” refers to the last date on which this Agreement is fully executed by the Parties.

“**Fabrication Date**” refers to the date by which it will be possible to fabricate the New POS Device Mounts.

“**New POS Device Mount**” refers to the agreed-upon POS device mount, examples of which are attached hereto as Exhibit A; provided, however, that the Parties agree, that Wal-Mart may modify from time-to-time the New POS Device Mount pursuant to Sections 3.3 and 3.4 without breaching this Agreement to meet Purchase Card Industry (“PCI”) requirements, all applicable laws, rules, and regulations, internal security protocols, and durability demands.

“**Plaintiffs’ Counsel**” refers to Disability Rights Advocates (“DRA”), the Disability Rights Education and Defense Fund (“DREDF”), and the Civil Rights Education and Enforcement Center (“CREEC”).

“**Subject Facilities**” and “**Stores**” refers to all retail stores owned and/or operated by Wal-Mart in the State of California only, including Wal-Mart Supercenters, Wal-Mart Discount Stores, and Wal-Mart Neighborhood Markets, but excluding Sam’s Club warehouse stores.

3. Design and Timeline for Deployment of New POS Device Mounts

3.1 New POS Device Mount. According to the timeline set forth in Section 3.2 of this Agreement, Wal-Mart shall install or replace a specified number of existing POS device mounts at front-of-the-store check stands¹ (excluding self-service, customer service, and courtesy counter check stands) in all Subject Facilities with the New POS Device Mount. Wal-Mart will determine the minimum number of New POS Device Mounts to be installed by referencing Table 227.2 in the July 23, 2004 Americans with Disabilities Act Accessibility Guidelines (hereafter the “Minimum Number”) as it relates to such check stands; provided however, that

¹ Wal-Mart’s reference to check stands in this Agreement refers to “cash wrap counter,” as that term is used internally at Wal-Mart.

Wal-Mart will be required to install or replace at least two (2) and no more than a total of four (4) New POS Device Mounts at the front-of-the-store check stands in any particular store. In its sole discretion, Wal-Mart may choose to replace additional existing POS device mounts with the New POS Device Mount or install the New POS Device Mount at other locations in the Subject Facilities. For those stores that have the New POS Device Mounts installed, Wal-Mart shall ensure that store operations keep at least one of the check stands with the New POS Device Mounts open and staffed so that customers with mobility disabilities have ready access to a check stand with the New POS Device Mount during all times that each such store is open to the public. Subject to Wal-Mart's further testing of the New POS Device Mount and its determination that the results indicate an acceptable level of durability, Wal-Mart will make best efforts to install the New POS Device Mount at check stands dedicated to tobacco sales, to the extent such a check stand exists in the particular store. In the event store operations or other circumstances result in all check stands with the New POS Device Mounts being closed at the same time, upon request by a mobility impaired customer who uses a wheelchair or scooter, store operations will make all reasonable efforts to open at least one check stand with a New POS Device Mount. Nothing in this Agreement shall impair Wal-Mart's ability to modify the number of front-of-the-store check stands available to patrons for checkout, and Wal-Mart makes no representations about the number of front-of-the-store check stands in this Agreement.

3.2 Timeline for Deployment of New POS Device Mounts. Wal-Mart shall install the New POS Device Mounts at all Subject Facilities according to the following schedule:

- (a) The Parties acknowledge and understand that the New POS Device Mounts will not be ready for installation in stores until approximately six (6) to nine (9) months after the Effective Date. This is because manufacturing the New POS Device Mounts, which do not currently exist other than in their prototype form, first requires Wal-Mart to engage third parties to create tools and machinery to fabricate the New POS Device Mounts. The completion of this process, namely, when it will be possible to fabricate the New POS Device Mounts, will be the "Fabrication Date."
- (b) Wal-Mart shall install the New POS Device Mounts at all Subject Facilities that have one or more POS devices currently greater than 54 inches high no later than six (6) months after the Fabrication Date.
- (c) Wal-Mart shall install the New POS Device Mounts at the following stores no later than six (6) months after the Fabrication Date:
 - (i) 3705 E. South Street, Long Beach, CA 90805
 - (ii) 7250 Carson Blvd, Long Beach, CA 90808
 - (iii) 3112 Santa Rita Rd, Pleasanton, CA 94566
 - (iv) 1400 Hilltop Mall Rd, Richmond, CA 94806
 - (v) 5200 Van Buren Blvd, Riverside, CA 92503
 - (vi) 6250 Valley Springs Pkwy, Riverside, CA 92507
 - (vii) 19503 Normandie Ave, Torrance, CA 90501
 - (viii) 2203 Loveridge Rd, Pittsburg, CA 94565

- (d) Wal-Mart shall install the New POS Device Mounts at 50% of all other Subject Facilities no later than one (1) year after the Fabrication Date.
- (e) Wal-Mart shall install the New POS Device Mounts at all remaining Subject Facilities no later than two (2) years after the Fabrication Date.
- (f) In addition, should any of the Subject Facilities that have not yet had the New POS Device Mounts installed be remodeled or renovated after April 1, 2017 such that the area of alteration includes one or more check stands, Wal-Mart shall install at least the Minimum Number of New POS Device Mounts at such facilities at the time of remodel or alteration.
- (g) In addition, any Subject Facilities constructed after April 1, 2017 will include at least the Minimum Number of New POS Device Mounts prior to opening of the store to the public.

3.3 New Technology. The Parties acknowledge and understand that Wal-Mart is continuously working to improve the experience of its customers and provide improved access to its goods and services. The Parties further acknowledge and understand that, as technology develops and progresses, and applicable laws and PCI regulations change, Wal-Mart may develop or utilize alternative methods and new technologies, methods or procedures by which customers may purchase and pay for goods and services at the Subject Facilities, including technology and methods that do not require customers to use a fixed or detachable POS device to pay for goods and services (referred to as “New Technology” in this Agreement). Accordingly, and notwithstanding any other provision in this Agreement, Wal-Mart may use New Technology that provides equal or greater access than the New POS Device Mounts to persons who use wheelchairs and scooters to permit customers to pay for goods and services. In the event Wal-Mart develops or uses such New Technology, Wal-Mart will have the right to discontinue further installations of the New POS Device Mount and use New Technology instead of the New POS Device Mount, provided that, to the extent the New Technology is installed at check stands, it will be installed at the Minimum Number of check stands. The use of such New Technology will satisfy and displace its obligations under this Agreement to install or maintain New POS Device Mounts, including the obligations specified in Sections 3 through 7. To the extent Wal-Mart uses such New Technology during the term of this Agreement, it will first notify Plaintiffs’ Counsel of its intention to use such New Technology to satisfy and displace its obligations under Sections 3 through 7. If a dispute arises concerning whether Wal-Mart’s use of New Technology satisfies its obligations under this Agreement, the Parties shall use the dispute resolution mechanism identified in Section 9.

3.4 Undiscovered Defects. The Parties acknowledge and understand that Wal-Mart has attempted to ensure that the New POS Device Mounts are free from all defects. In this regard, Wal-Mart has internally tested the New POS Device Mounts and also has beta tested the New POS Device Mounts in stores to evaluate the real-world impact of use of the devices. As part of its testing, Wal-Mart has not detected any obvious or apparent defects that would make the New POS Device Mounts dangerous or pose a hazard to the public; similarly, Wal-Mart has not detected any obvious or apparent defects that would render the New POS Device Mounts

inoperable. However, the Parties acknowledge and agree that, given the unique design of the New POS Device Mounts, and further given that the New POS Device Mounts are mechanical in nature, defects that are not obvious or apparent at this time, may arise during the Term of this Agreement or afterward. Similarly, the Parties acknowledge and agree that, based on usage, there may also arise security concerns related to the continuing use of the New POS Device Mount. If one or more defects in the New POS Device Mounts arises such that the defect(s) poses a hazard to the public, makes the New POS Device Mounts unable to be operated as intended, or makes the New POS Device Mounts unacceptable based on Wal-Mart internal security protocols or standards, or noncompliant with applicable laws and PCI regulations, Wal-Mart may, without breaching this Agreement: (a) suspend further installations of the New POS Device Mounts at all Subject Facilities; and (b) remove existing New POS Device Mounts from the Subject Facilities. If Wal-Mart makes such a decision, it will notify Plaintiffs' Counsel and agrees to work with the CIL Plaintiffs in good faith to develop and determine a resolution to the defect and/or alternative designs that provide equivalent or greater access, if such resolution or alternative designs are possible.

4. Term of the Agreement

4.1 The term of this Agreement shall conclude when the last New POS Device Mount has been installed in the Subject Facilities.

5. Maintenance of New POS Device Mounts

5.1 Wal-Mart shall take reasonable steps to ensure that all features of the New POS Device Mounts are maintained in operable condition for use by people with mobility disabilities for the term of the Settlement Agreement. This includes, consistent with Wal-Mart's regular check stand protocols, cleaning the POS device (e.g., magstripe slot, touchscreen display, scanner, scale, and receipt printer), inspecting the device for tampering, checking that the device readily tilts within the sleeve and slides in and out of the sleeve easily, ensuring that the cord properly extends and retracts, and troubleshooting, if necessary, consistent with the procedures described in Section 7.2 below.

5.2 To assist in maintaining the New POS Device Mounts, Wal-Mart already has in place several avenues for its customers to communicate concerns or issues with any aspect of their experience in a Wal-Mart store. Such avenues include, but are not limited to, communicating directly with a store manager or other Wal-Mart employee, approaching an in-store customer service counter, clicking on the "Contact Us" link on walmart.com, calling the customer service hotline at 1-800-WALMART, or emailing Wal-Mart's corporate customer service department by clicking on the "Email Customer Service" link at corporate.walmart.com/contact-us. Pursuant to Section 7.3, Wal-Mart shall also permit problems with the New POS Device Mounts to be communicated directly to a store supervisory staff member.

6. Signage at New POS Device Mounts

6.1 Wal-Mart will affix permanent, public-facing signage, attached hereto as Exhibit B, immediately below the lane number at each check stand at which a New POS Device Mount has

been installed no later than seven (7) days after each New POS Device Mount is installed. The font size of the signage will be no smaller than 70 points. Wal-Mart shall maintain the signage referenced in this Section 6.1 so that it is visible at all times for the term of the Settlement Agreement.

7. Training

7.1 Wal-Mart shall provide a job aid, attached hereto as Exhibit C, to train cashiers and store supervisory personnel. Wal-Mart will maintain the job aid at each check stand with the New POS Device Mount, starting no later than seven (7) days after the installation of the New POS Device Mounts. At the time the job aid is first deployed at a Store, all cashiers shall personally be trained on the job aid. To the extent new cashiers are hired at a particular store after the job aid has been first deployed, the new cashiers shall be personally trained by the job aid. Training of the cashiers shall also include, consistent with Wal-Mart's regular training program, specific hands-on and functional in-person training of the New POS Device Mount. The training will demonstrate proper usage of the New POS Device Mount (including removal and repositioning of the POS Device on the New POS Device Mount), provide instruction on offering and providing assistance to customers who wish to remove the device from the mount, and resolve any questions or concerns staff may have during the training.

7.2 Internal Monitoring of New POS Device Mounts. At the time each check stand equipped with a New POS Device Mount is first opened for service, or at such other intervals as Wal-Mart shall reasonably determine consistent with store operations, one or more designated employees shall inspect the New POS Device Mount to ensure such device is operating properly. This process includes, consistent with Wal-Mart's regular check stand protocols, cleaning the POS device (e.g., magstripe slot, touchscreen display, scanner, scale, and receipt printer), inspecting the device for tampering, checking that the device readily tilts within the sleeve and slides in and out of the sleeve easily, ensuring that the cord properly extends and retracts, and troubleshooting if necessary. If the device is not functioning properly, the store manager shall take steps to get the problem corrected as soon as practical. Such steps include, consistent with Wal-Mart's regular protocol, following specific steps to determine whether the issue can be corrected without the manufacturer's assistance and, if not, contacting the manufacturer via telephone and/or email and having in-person discussions with the manufacturer. The store manager shall also take steps to ensure that at least two New POS Device Mounts remain functional in the Store. In addition, cashiers and supervisory personnel will be instructed to report any problems that arise during a shift concerning non-operable New POS Device Mounts to the store manager or assistant manager on duty. If a problem arises during a shift with the operation of a New POS Device Mount, the store manager will be instructed to undertake efforts to get the problem corrected.

7.3 Customer Service.

Wal-Mart already has in place several avenues for its customers to communicate concerns or issues with any aspect of their experience in a Wal-Mart store. Such avenues include, but are not limited to, communicating directly with a store manager or other Wal-Mart employee, approaching an in-store customer service counter, clicking on the "Contact Us" link on walmart.com, calling the customer service hotline at 1-800-WALMART, or emailing Wal-Mart's corporate customer service department by clicking on the "Email Customer Service" link

at corporate.walmart.com/contact-us. In those stores where the New POS Device Mounts are installed, Wal-Mart will ensure that its regular customer service procedures are implemented and followed with regard to the New POS Device Mounts.

8. Reporting

8.1 For the term of the Settlement Agreement, Wal-Mart shall send quarterly progress reports to Plaintiffs' Counsel, with the first of these quarterly reports due ninety (90) days after the Effective Date. These reports will include:

- (a) a list of the stores where the New POS Device Mounts have been installed in the prior quarter;
- (b) a list of the stores where Wal-Mart intends to install the New POS Device Mounts in the upcoming quarter;
- (c) an updated list of the planned installation schedule for all remaining stores; and
- (d) a list of suspended or removed installations subject to Sections 3.3 and 3.4 in the prior quarter, and the reason for such suspension or removal.

The Parties acknowledge and understand that some of the information communicated as part of the reporting required by this Section 8.1 may be confidential, including information about new stores or remodel dates. In this regard, Wal-Mart reserves the right to redact or withhold certain store identifying information and, to the extent certain information is disclosed, Wal-Mart reserves the right to designate such information "Confidential." In the event that Wal-Mart designates such information "Confidential," Plaintiffs' Counsel shall preserve the confidentiality of this information to the maximum extent feasible.

The reporting requirements of this Section 8.1 shall expire at the end of the term of this Agreement.

9. Enforcement of Agreement

All disputes concerning compliance with this Agreement shall be resolved as follows:

9.1 Written Notice with Time to Cure Noncompliance with Agreement. If CIL Plaintiffs believe that Wal-Mart is not in compliance with this Agreement, CIL Plaintiffs shall notify Wal-Mart of the dispute, and Wal-Mart shall have thirty (30) days from receipt of said notice to cure the alleged breach or remedy the dispute. Once Wal-Mart cures the alleged breach or remedies the dispute, Wal-Mart shall notify Plaintiffs' Counsel in writing that Wal-Mart has cured the alleged breach and explain what steps were taken to respond and cure. Wal-Mart shall provide this written notice to Plaintiffs' Counsel within the 30-day period set forth in this paragraph. If CIL Plaintiffs are unsatisfied with the cure, they will provide notice rejecting the cure to Wal-Mart within fourteen (14) days of the written notice from Wal-Mart. If the Parties' cannot resolve a dispute regarding the cure directly, they will request a meeting with David Rotman or

other mutually agreeable mediator in an attempt to mediate the dispute. The Parties agree to split costs associated with mediation unless the mediator determines a reallocation. The Parties agree to make best efforts to have any dispute mediated within 45 days of CIL Plaintiffs' notice rejecting the cure.

9.2 Motion to Enforce. If the Parties are unable to resolve their dispute, the Parties may bring the dispute by motion to Judge Breyer or another judge or magistrate judge assigned by the Court to enforce the settlement. The decision of the judge shall be binding on the Parties.

10. Release

10.1 Release of Claims. In consideration for the promises made herein and for other good and valuable consideration pursuant to the Confidential Addendum, CIL, Janet Brown, and Lisa Kilgore, for themselves and on behalf of their respective heirs, assigns, executors, administrators, agents and successors, past and present (collectively referred to as the "Releasers"), hereby fully and without limitation, release, covenant not to sue, and forever discharge Wal-Mart Stores, Inc. and its subsidiaries, divisions, affiliated corporations, affiliated partnerships, parents, trustees, directors, officers, shareholders, partners, agents, employees, consultants, representatives, attorneys, assigns, executors and administrators, predecessors and successors, past and present, if any (collectively, the "Releasees"), both individually and collectively, from any and all rights, claims, demands, liabilities, actions and causes of action whether in law or in equity, suits, damages, losses, attorneys' fees, costs, expenses and compensation, of whatever nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected ("Claims"), that Releasers now have, or may ever have had against any of the Releasees that arise out of, or are in any way related to: (a) injuries suffered or incurred by Releasers during any visit to any Subject Facilities prior to the Effective Date of this Agreement; (b) any alleged violation of any federal, state, local, or administrative law, rule, architectural guideline, building code, or other regulation relating to disability access or prohibiting discrimination by a public accommodation or any other claim that Releasers have asserted or could have asserted in the Lawsuit in relation to the Subject Facilities; (c) all claims and causes of action in the Lawsuit; and (d) any acts or omissions by the Releasees occurring prior to the Effective Date of this Agreement in relation to the Subject Facilities. Without limiting the generality of the foregoing, Releasers generally and specifically release all Claims related to the Subject Facilities occurring prior to the Effective Date of this Agreement that arise out of or relate to violations of any federal or state statute, including the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; California Unruh Civil Rights Act, California Civil Code §§ 51, *et seq.*; the California Health and Safety Code §§ 19955, *et seq.*; the California Blind and Other Physically Disabled Persons Act, California Civil Code §§ 54, *et seq.*; Title 24 of the California Building Code; California Business and Professions Code §§ 17200, *et seq.*; the Rehabilitation Act of 1973, 29 U.S.C. §§ 701, *et seq.*; and any other federal, state, local, or administrative statute, rule, architectural guideline, building code, or other regulation relating to disability access or prohibiting disability discrimination by a public accommodation, as well as any and all common-law claims, including, but not limited to, negligence, fraud, misrepresentation, unfair competition, unfair business practices, infliction of emotional distress, assault, battery, false imprisonment, and violation of any other state or federal law, rule, or regulation.

10.2 Civil Code Section 1542 Waiver. Releasors, upon the advice of legal counsel, waive all benefits under Section 1542 of the California Civil Code, as well as under any other statutes, laws of any of the states, and common-law principles of similar effect. CIL Plaintiffs acknowledge that they have read and understood Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which is known by him or her must have materially affected his or her settlement with the debtor.

11. Property Interest and Rights

The Parties' agree that Wal-Mart has and shall retain any and all rights in and interest to the New POS Device Mounts, including any and all intellectual property rights and interests. The CIL Plaintiffs and Plaintiffs' Counsel agree that they do not have and shall not assert any property or other interest in the New POS Device Mounts, and to the extent any such right or rights have ever existed, the CIL Plaintiffs and Plaintiffs' Counsel hereby release, waive and relinquish any such rights.

12. Additional Terms

12.1 Entire Agreement. This Settlement Agreement and the Confidential Addendum contain the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersedes all other prior negotiations, agreements, documents, arrangements and undertakings with respect to matters set forth herein, which have been and are merged into this Settlement Agreement.

12.2 Amendment and Modification. The Settlement Agreement may not be orally amended or modified; this Agreement may only be modified or amended by a written instrument signed by or on behalf of CIL Plaintiffs and Wal-Mart, and expressing a specific intent to modify this Agreement.

12.3 Dismissal. Upon the Effective Date of this Agreement, CIL Plaintiffs shall take the appropriate action and file the appropriate motion or stipulation with the Court to dismiss the Lawsuit with prejudice as to CIL Plaintiffs, and without prejudice as to the putative class, subject to the Court retaining jurisdiction for the Term of the Agreement to enforce the Agreement and resolve any disputes relating to the Agreement.

12.4 Communications to Wal-Mart and CIL Plaintiffs. Unless otherwise indicated in the Agreement, all notices or communications required by this Agreement shall be in writing by email and U.S. Mail or overnight delivery service addressed as follows:

- (a) To Wal-Mart: Steven M. Zadravec, Jones Day, 3161 Michelson Drive, Suite 800, Irvine, California 92612; szadravec@jonesday.com

(b) To CIL Plaintiffs and Plaintiffs' Counsel: Disability Rights Advocates, Rebecca Williford, 2001 Center Street, Fourth Floor, Berkeley, CA 94704; rwilliford@dralegal.org.

12.5 Power and Authority. Each person executing this Settlement Agreement warrants and represents that he or she has the full power, capacity and authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to this Settlement Agreement to effectuate its terms.

12.6 No Assignment of Claims. CIL Plaintiffs represent and warrant that they own the claims, demands, rights, and interests that are the subject of this Settlement Agreement, have not assigned or transferred any of those claims, demands, rights, and interests, including by operation of law, and those claims, demands, rights, and interests are free of encumbrances and rights of other persons. CIL Plaintiffs agree to indemnify and hold Wal-Mart and each of the Releasees harmless from any liability, claims, demands, damages, expenses, and attorneys' fees incurred by Wal-Mart or any of the Releasees as a result of any person or entity asserting any such assignment or transfer of any right or claim.

12.7 Counterparts and Signatures. This Settlement Agreement may be executed in one or more counterparts, and may be executed by facsimile or electronic signature. All executed counterparts, and each of them, shall be deemed to be one and the same instrument.

12.8 Preparation and Construction. All Parties have contributed substantially and materially to the preparation of this Settlement Agreement and the terms of the Agreement shall not be construed more strictly against one Party than another.

12.9 Headings. The section headings in this Settlement Agreement are for the Parties' convenience and shall not be deemed a part of the various terms and provisions of this Settlement Agreement, nor used to limit the construction thereof.

12.10 Severability. If any provision of this Settlement Agreement is unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidity shall not render this Settlement Agreement unenforceable or invalid as a whole, and, in such event, the provision shall be changed and interpreted so as to best accomplish the objectives of the Parties within the limits of applicable law or applicable court decision. Notwithstanding the generality of the foregoing, if a court of competent jurisdiction finds the release provisions in Section 10, including 10.1 or 10.2, of this Agreement to be unenforceable or invalid as a result of a Party's challenge, then this Agreement as to that particular Party shall become null and void and all amounts paid to that particular Party pursuant to the Confidential Addendum to this Settlement Agreement shall be returned to Wal-Mart within a reasonable period of time not to exceed thirty (30) days.

12.11 No Admission of Liability. This Settlement Agreement is made in settlement and compromise of a dispute, and no Party to this Settlement Agreement, by entering into it, admits wrongdoing, fault, or liability. This Settlement Agreement shall not be asserted by any Party as an admission of wrongdoing, fault, or liability. In addition, this Agreement shall not be

admissible in any proceeding between the Parties, except a proceeding relating to a breach of its provisions after execution.

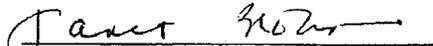
12.12 Successors and Assigns. The obligations and requirements set forth in this Settlement Agreement shall bind the agents, successors, affiliates, and actual assigns of each of the Parties.

12.13 Partida. Wal-Mart and George Partida have entered into an agreement, completely separate from this Settlement Agreement, to resolve Mr. Partida's claims against Wal-Mart on an individual, non-class basis.

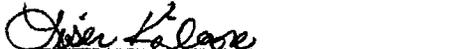
12.14 Choice of Law. This Agreement is made and entered into in the State of California and shall, in all respects, be interpreted and enforced pursuant to the laws of the State of California, without regard to or application of any of California's conflict of laws rules.

SIGNATURES

FOR CIL PLAINTIFFS:


Janet Brown

Dated: 1/12, 2017


Lisa Kilgore

Dated: 1/12, 2017


Stuart James

Dated: 1/12/2017, 2017

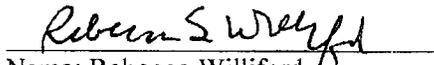
Executive Director, Center for Independent Living, Inc.

FOR WAL-MART:


Name: Brian Hooper
Title: Vice President - Real Estate

Dated: 1/17, 2017

APPROVED AS TO FORM:
Disability Rights Advocates


Name: Rebecca Williford
Title: Senior Staff Attorney

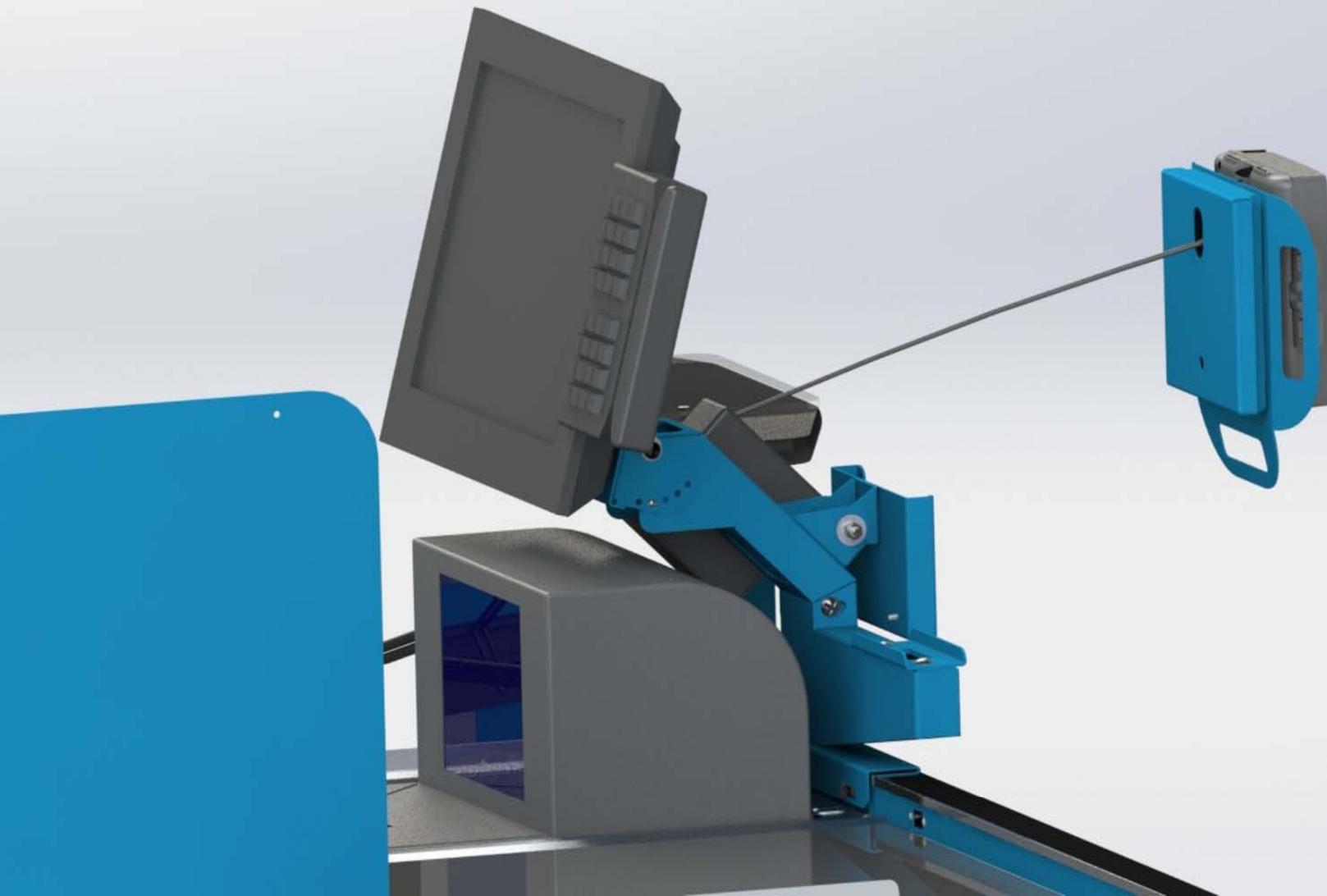
Dated: 1/12, 2017

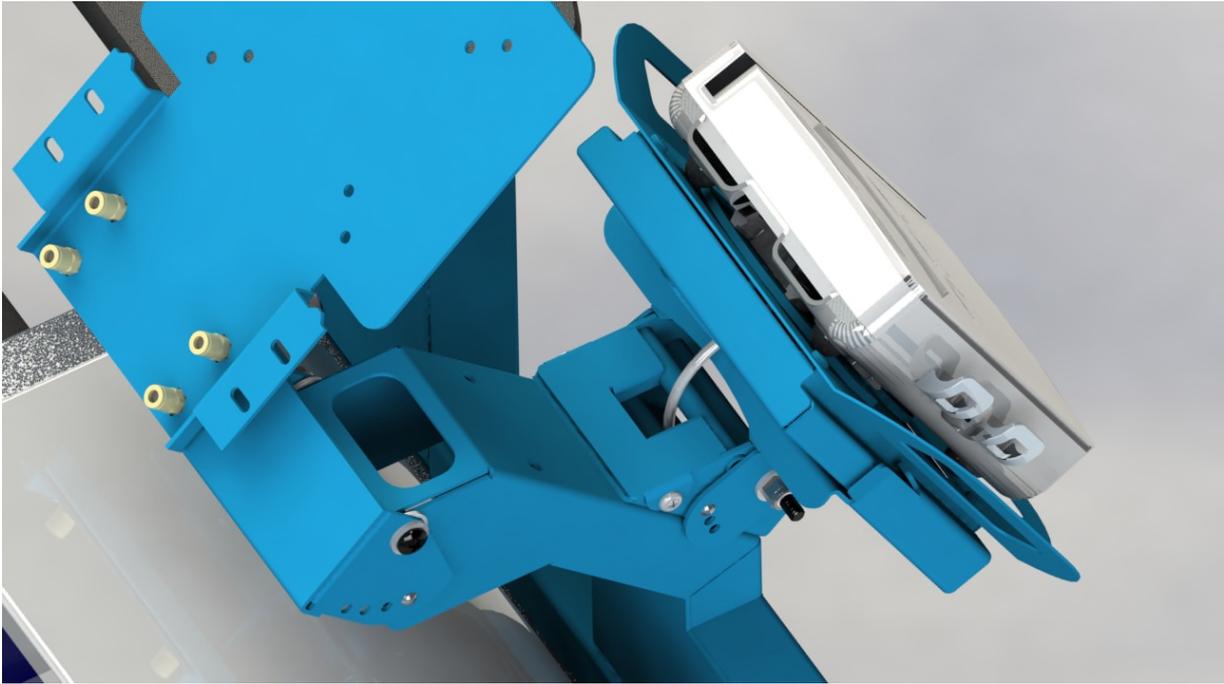
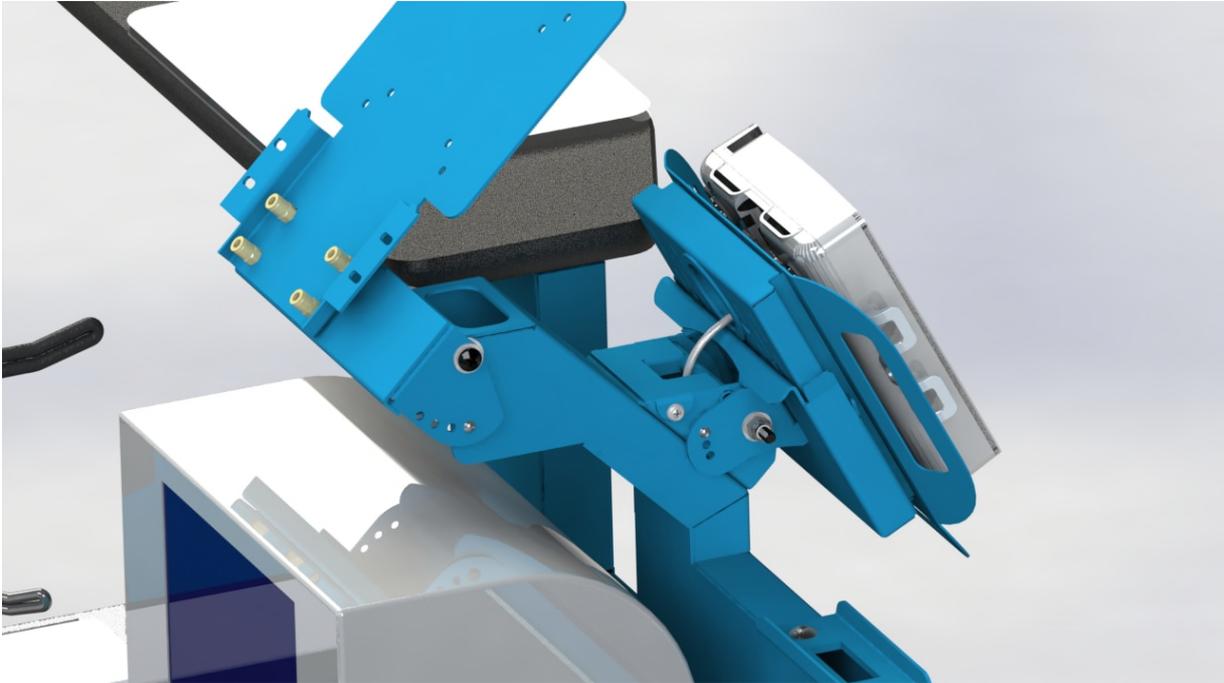
Jones Day

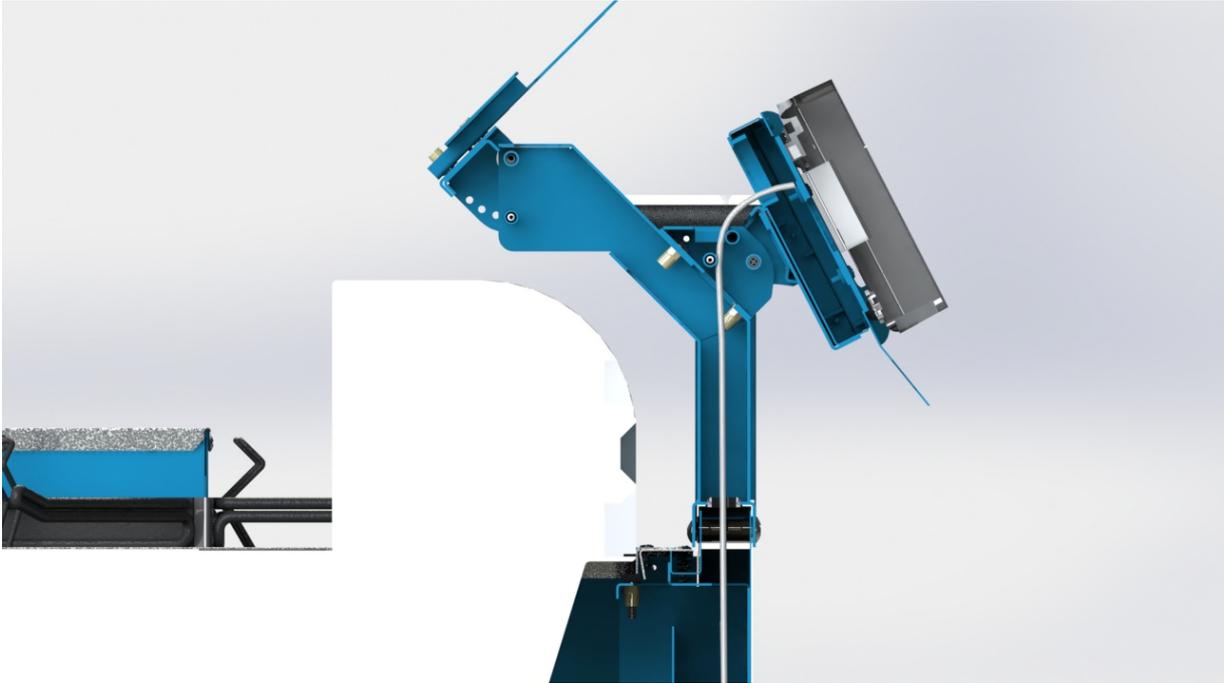
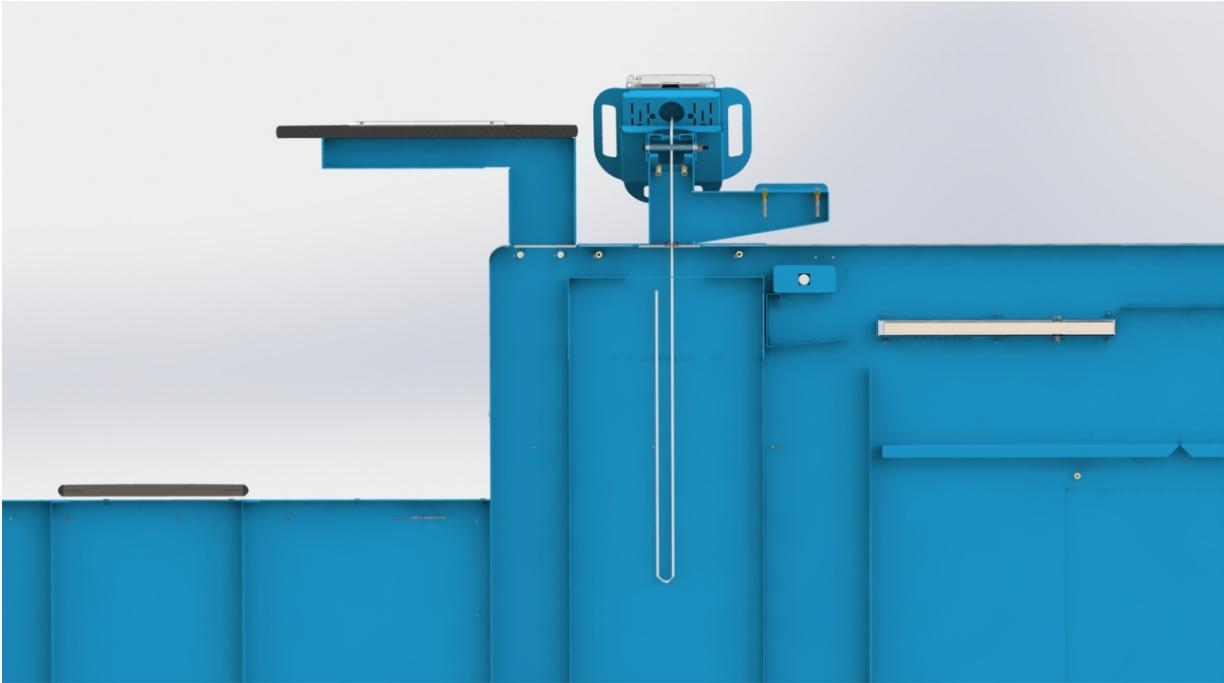
Name: Steven Zadravec
Title: Partner

Dated: 1/17, 2017

Exhibit A







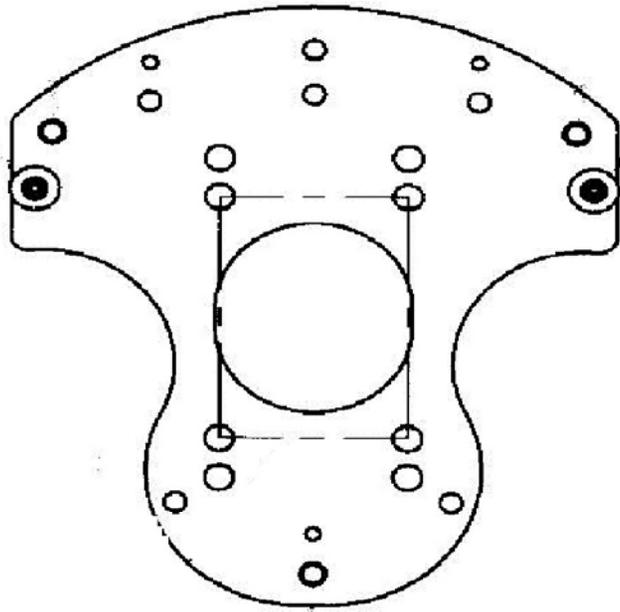


Exhibit B



This register is equipped with a detachable card reader.

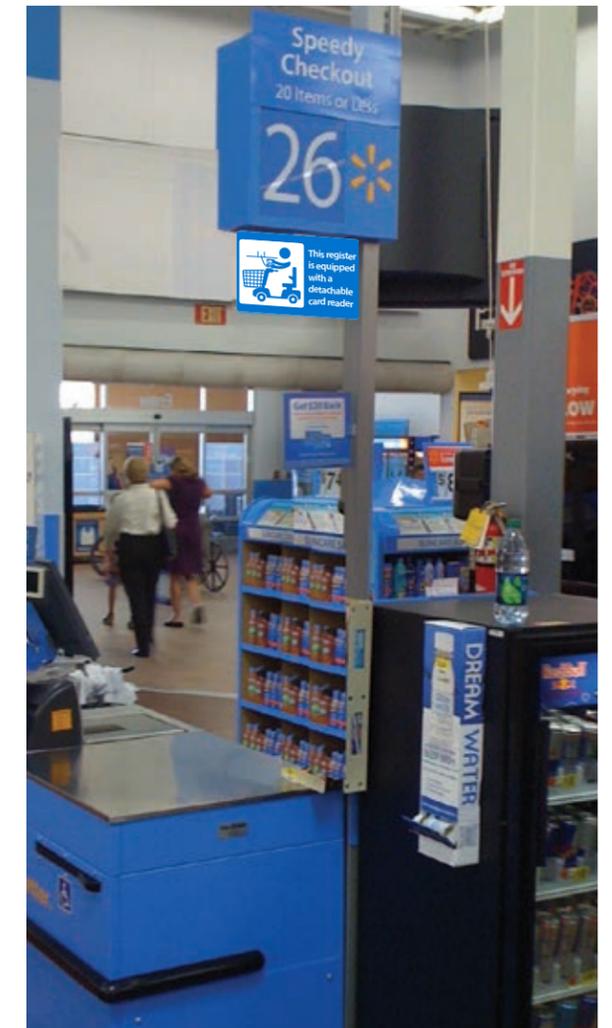
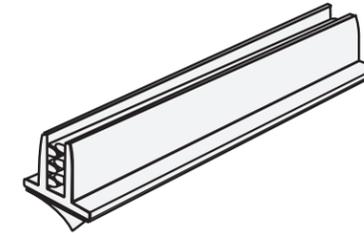


Exhibit C

Detachable Card Reader Job Aid

The detachable card reader is connected to a retractable tether and can be removed from its base for people with mobility disabilities who use wheelchairs or scooters.



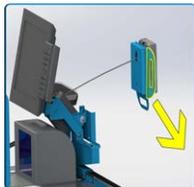
Key Points

- ☀ Lanes with a detachable card reader are designated by a sign located near the lane number.
- ☀ Offer to assist any customer who attempts to remove and/or replace the card reader from its cradle. Assistance may include coming around the register into the aisle and physically removing the reader and then handing it to the customer.
- ☀ Never ask for a customer's PIN when helping with the reader.
- ☀ The reader may reset (turn off) if hit or bumped too hard. If this happens during a transaction, follow the troubleshooting steps for [debit readers](#) found on Service Desk Online.

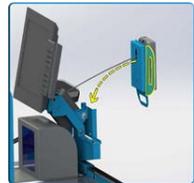
Steps For Use



Holding onto side handles, pull up to remove card reader.



For use in lap, pull towards your person.



To replace, make sure there is no slack in the cable. Holding onto side handles, allow cable to guide the card reader back into the cradle.



Align card reader with guide rails on cradle and ease back into starting position.

After each use, always ensure the card reader is returned to "HOME" position (middle position).