

SETTLEMENT AGREEMENT

This Settlement Agreement (together with Exhibit 1, the “Agreement”) is entered into between the United States Department of Justice on behalf of the Drug Enforcement Administration (“DEA”) (collectively, the “United States”), CVS Pharmacy, Inc., CVS Rx Services, Inc., Alabama CVS Pharmacy, L.L.C., Alaska CVS Pharmacy, L.L.C., American Drug Stores Delaware, L.L.C., Arizona CVS Stores, L.L.C., Arkansas CVS Pharmacy, L.L.C., Connecticut CVS Pharmacy, L.L.C., CVS 2948 Henderson, L.L.C., CVS Albany, L.L.C., CVS Indiana, L.L.C., CVS Manchester NH, L.L.C., CVS State Capital, L.L.C., CVS Michigan, L.L.C., Idaho CVS Pharmacy, L.L.C., Delaware CVS Pharmacy, L.L.C., District of Columbia CVS Pharmacy, L.L.C., Garfield Beach CVS, L.L.C., Georgia CVS Pharmacy, L.L.C., German Dobson CVS, L.L.C., Grand St. Paul CVS, L.L.C., Highland Park CVS, L.L.C., Holiday CVS, L.L.C., Hook- SuperX, L.L.C., Iowa CVS Pharmacy, L.L.C., Kansas CVS Pharmacy, L.L.C., Kentucky CVS Pharmacy, L.L.C., Longs Drug Stores California, L.L.C., Louisiana CVS Pharmacy, L.L.C., Maryland CVS Pharmacy, L.L.C., Massachusetts CVS Pharmacy, L.L.C., Mississippi CVS Pharmacy, L.L.C., Missouri CVS Pharmacy, L.L.C., Montana CVS Pharmacy, L.L.C., Nebraska CVS Pharmacy, L.L.C., Nevada CVS Pharmacy, L.L.C., New Jersey CVS Pharmacy, L.L.C., North Carolina CVS Pharmacy, L.L.C., Ohio CVS Stores, L.L.C., Oklahoma CVS Pharmacy, L.L.C., Oregon CVS Pharmacy, L.L.C., Pennsylvania CVS Pharmacy, L.L.C., Rhode Island CVS Pharmacy, L.L.C., South Carolina CVS Pharmacy, L.L.C., Tennessee CVS Pharmacy, L.L.C., Utah CVS Pharmacy, L.L.C., Vermont CVS Pharmacy, L.L.C., Virginia CVS Pharmacy, L.L.C., Warm Springs Road CVS, L.L.C., Washington CVS Pharmacy, L.L.C., West Virginia CVS Pharmacy, L.L.C., Wisconsin CVS Pharmacy, L.L.C., Woodward Detroit CVS, L.L.C., South Wabash CVS, L.L.C., and Washington Lamb CVS, L.L.C. (collectively, the

“Defendants”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Defendant CVS Pharmacy, Inc. is a Rhode Island corporation with a principal place of business in Rhode Island that directly or indirectly operates pharmacies throughout the United States. The remaining Defendants are direct or indirect subsidiaries of Defendant CVS Pharmacy, Inc. The Defendants, together with all of their current and former direct or indirect parents, subsidiaries, and corporate predecessors, successors, and assigns—including but not limited to entities operating pharmacies or administering benefits plans—are collectively referred to as “CVS” in this Agreement.¹

B. On October 17, 2019, Relator Hillary Estright filed a *qui tam* action in the United States District Court for the Middle District of Tennessee pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”). The Civil Action was subsequently transferred to the District of Rhode Island and is captioned *United States ex rel. Hilary Estright, and on behalf of the State of Florida v. CVS Health Corporation, et al.*, Civil Action No. 22-CV-00222. The United States filed its consolidated complaint in intervention in the Civil Action on December 13, 2024, in which the United States alleged claims under the False Claims Act and the Controlled Substances Act (“CSA”).

C. The United States contends that it has certain civil claims pursuant to the CSA against CVS related to its dispensing of controlled substance prescriptions that were not valid,

¹ The Defendants have informed the United States that CVS Bellmore Avenue, L.L.C., Busse CVS, L.L.C., Goodyear CVS, L.L.C., Sheffield Avenue CVS, L.L.C., and Thomas Phoenix, L.L.C. (collectively, the “Merged Defendants”), which were named as defendants in the Civil Action, were merged into other Defendants following the filing of the Civil Action and no longer exist as separate entities. Navarro Discount Pharmacies, Inc. (“Navarro”) was improperly named as a CVS entity in the Complaint in Intervention. Navarro never was an affiliate of CVS. Its assets were acquired by Defendant Holiday CVS, L.L.C. in 2014.

were not for a medically accepted indication, were not medically necessary, were not issued for a legitimate medical purpose and/or in the usual course of professional practice, presented red flags that were not resolved or documented, and/or were in violation of the restrictions on refills. The United States contends that by knowingly filling these prescriptions, CVS violated the CSA during the period from October 17, 2013 through December 2, 2025 (“the Relevant Time Period”). The conduct described in this paragraph is referred to below as the “Covered Conduct.” For the avoidance of doubt, the “Covered Conduct” is not limited to the prescription examples listed in the Complaint in Intervention and its attachments.

E. This Settlement Agreement is neither an admission of liability by CVS nor a concession by the United States that its claims are not well founded. CVS denies the allegations set forth above and in the United States’ Complaint in Intervention. The claims asserted against CVS in the Complaint in Intervention are allegations only. There has been no determination of liability.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. The Defendants shall pay to the United States \$126 million (\$126,000,000) (“Settlement Amount”) no later than ten (10) days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided sufficiently in advance of the payment deadline by the Civil Division of the Department of Justice.

2. In exchange for valuable consideration, *i.e.*, the Settlement Amount and CVS Pharmacy, Inc.’s agreement to the Memorandum of Agreement for Injunctive Terms attached as Exhibit 1, and subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and

upon the United States' receipt of the Settlement Amount due under Paragraph 1, the United States fully and finally releases and forever discharges CVS and its officers, directors, employees, and agents from all civil and administrative claims that the United States has for the Covered Conduct under the civil and administrative provisions of the CSA, including without limitation 21 U.S.C. §§ 824, 829, 842(a)(1), and 842(c)(1)(A), and their implementing regulations.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- d. Any liability based upon obligations created by this Agreement; and
- e. Any administrative liability or enforcement right against any individual pharmacist's DEA registration for prescriptions filled at non-CVS pharmacies.

4. The Defendants waive and shall not assert any defenses they may have to any criminal prosecution relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution.

5. Nothing in this Agreement shall preclude DEA from seeking to use information collected in its investigation of CVS in a future matter against CVS or any third party where,

consistent with the release set forth in Paragraph 2, DEA is not seeking (i) to suspend or revoke a registration held by CVS based in whole or in part on Covered Conduct or (ii) to impose civil penalties based in whole or in part on Covered Conduct. CVS reserves the right to object.

6. In exchange for valuable consideration, including resolution of the CSA claims of this litigation and the release set forth in Paragraph 2, the Defendants fully and finally release the United States, its agencies, officers, agents, employees, and servants from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that CVS has against the United States, its agencies, officers, agents, employees, and servants, for the Covered Conduct or the United States' investigation or prosecution thereof.

7. Upon receipt of the payment described in Paragraph 1, above, and the payment required pursuant to the contemporaneous Settlement Agreement resolving the United States' civil claims against the Defendants and the Merged Defendants for violations of the False Claims Act, fraud, payment by mistake, and unjust enrichment, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal with Prejudice of the Civil Action pursuant to Rule 41(a)(1) to dismiss with prejudice all claims against the Defendants and the Merged Defendants.

8. This Agreement is intended to be for the benefit of the Parties. The Parties do not release any claims against any other person or entity except to the extent provided for in this Agreement.

9. Each Party shall bear its own legal fees and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

10. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

11. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Rhode Island. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

12. Neither CVS nor the United States Department of Justice intend for the settlement of the Civil Action, including without limitation this Agreement, to be admitted against CVS in proceedings between CVS and other parties.

13. The settlement of the Civil Action, including without limitation this Agreement, is a compromise of disputed claims and is not intended to provide notice to CVS of any fact, duty, or law.

14. This Agreement constitutes the complete agreements between the Parties as to the claims described therein. This Agreement may not be amended except by written consent of the Parties.

15. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

16. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

17. This Agreement is binding on the Defendants' successors, transferees, heirs, and assigns.

18. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

19. This Agreement is effective on the date of signature of the last signatory to the Agreement (“Effective Date” of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

FOR PLAINTIFF THE UNITED STATES OF AMERICA

STANLEY WOODWARD
Associate Attorney General

CODY M. POPLIN
Deputy Assistant Attorney General
Civil Division

U.S. Department of Justice

DATED: 10/7/2026

BY: *Rachna Vyas*
CHARLES C. CALENDIA
First Assistant United States Attorney
RACHNA VYAS
Assistant United States Attorney
District of Rhode Island

DATED: _____

BY: HILARY PERKINS
Digitally signed by
HILARY PERKINS
Date: 2026.10.13
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HILARY K. PERKINS
Director
U.S. Department of Justice
Civil Division
Enforcement & Affirmative Litigation Branch

DATED: _____

BY: _____
THEOPHANI K. STAMOS
First Assistant United States Attorney
JOHN E. BEERBOWER
Assistant United States Attorney
Eastern District of Virginia

19. This Agreement is effective on the date of signature of the last signatory to the Agreement (“Effective Date” of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

FOR PLAINTIFF THE UNITED STATES OF AMERICA

STANLEY WOODWARD
Associate Attorney General

CODY M. POPLIN
Deputy Assistant Attorney General
Civil Division

U.S. Department of Justice

DATED: _____

BY: _____
CHARLES C. CALENDIA
First Assistant United States Attorney
RACHNA VYAS
Assistant United States Attorney
District of Rhode Island

DATED: _____

BY: _____
HILARY K. PERKINS
Director
U.S. Department of Justice
Civil Division
Enforcement & Affirmative Litigation Branch

DATED: _____

BY: JOHN
BEERBOWER
THEOPHANI K. STAMOS
First Assistant United States Attorney
JOHN E. BEERBOWER
Assistant United States Attorney
Eastern District of Virginia

 Digitally signed by JOHN
BEERBOWER
Date: 2026.10.06 16:17:51 -04'00'

DATED: _____

BY: _____



Digitally signed by TRACY WEINSTEIN

Date: 2026.10.09 06:02:12 -10'00'

KENNETH M. SORENSON

United States Attorney

TRACY J. WEINSTEIN

Assistant United States Attorney

District of Hawaii

DATED: _____

BY: _____

JAY R. COMBS

United States Attorney

JAMES G. GILLINGHAM

Assistant United States Attorney

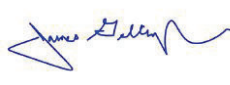
Eastern District of Texas

DATED: _____

BY: _____
KENNETH M. SORENSON
United States Attorney
TRACY J. WEINSTEIN
Assistant United States Attorney
District of Hawaii

DATED: _____

BY: _____
JAY R. COMBS
United States Attorney
JAMES G. GILLINGHAM
Assistant United States Attorney
Eastern District of Texas

 Digitally signed by
JAMES GILLINGHAM
Date: 2026.10.09
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FOR DEFENDANTS - CVS

DATED: 10/9/26

BY:



THOMAS S. MOFFATT
Vice President, Corporate Secretary and Senior Legal
Counsel—Corporate Services of CVS Pharmacy, Inc.

DATED: 10/9/26

BY:



ERIC DELINSKY
Zuckerman Spaeder LLP
Counsel for CVS

EXHIBIT 1

Memorandum of Agreement for Injunctive Terms

I. General Terms

A. Definitions

1. The term “CVS” means CVS Pharmacy, Inc.
2. The terms “United States” and “DOJ” refer to the United States Department of Justice.
3. The term “DEA” refers to the United States Department of Justice, Drug Enforcement Administration.
4. The term “Controlled Substance” means those substances designated under schedules II–V pursuant to the Comprehensive Drug Abuse Prevention and Control Act of 1970 (“Controlled Substances Act” or “CSA”), 21 U.S.C. §§ 801 *et seq.*
5. The term “Designated Controlled Substances” shall be limited to: (a) oxycodone; (b) hydrocodone; (c) hydromorphone; (d) tramadol; (e) oxymorphone; (f) morphine; (g) methadone; (h) fentanyl, and (i) alprazolam.
6. The term “Implementation Date” means 30 days after this Memorandum of Agreement for Injunctive Terms (“MOA”) is fully executed.
7. The term “Prescriber” means any individual who has written a prescription for a Designated Controlled Substance, whether legally valid or not, that is presented to a CVS Pharmacy retail store.
8. The term “Reporting Period” means each one-year period during the term of this MOA, beginning with the one-year period following the Implementation Date.

- B. Scope of MOA.** This MOA applies to CVS’s operation of CVS Pharmacy retail stores registered with DEA and that fill prescriptions for Designated Controlled

Substances. Caremark specialty and mail order pharmacies are not subject to this MOA.

- C. Enforcement.** The provisions in this MOA are meant to be enforced in conjunction with the parties' obligations under the Settlement Agreement ("Settlement Agreement") between CVS and the United States, to which this MOA is attached.
- D. Effective Term.** The term of this MOA shall be from the Implementation Date until August 15, 2032, unless otherwise specified herein.
- E. Current Programs in Place.** To the extent that CVS already has in place positions, committees, departments, policies, or programs that satisfy this MOA, no re-naming or other change is required by this MOA.
- F. Information Transmittal.** Any information or data required to be provided to DEA under this MOA shall be transmitted to DEA via e-mail at CVS-MOA@dea.gov.

II. Compliance and Cooperation with the Government

- A. Governance.** CVS must establish and/or maintain a Controlled Substance Dispensing Oversight Program ("CSDOP"), CSDOP Policies and Procedures, Controlled Substances Professional Practice Department, and Chief Pharmacy Controlled Substances Officer as required by the CVS Pharmacy, Inc. Injunctive Terms that are Exhibit P to CVS's global opioid settlement with participating states and subdivisions dated December 9, 2022 ("CVS Global Settlement Injunctive Terms"), available at <https://nationalopioidsettlement.com/wp-content/uploads/2024/03/2022-12-09-CVS-Global-Opioid-Settlement-Agreement-with-2023-02-03-Technical-Correctios-and-2023-09-29-and-2023-12-15-Updates.pdf>.

B. Annual Certification

- 1. CVS's Chief Pharmacy Controlled Substance Compliance Officer shall, after diligent inquiry, complete an annual compliance certification as set out in Section II.B.3 below.
- 2. The certification shall be sent annually to DEA for the duration of this MOA. The annual certification must be sent to DEA no later than 90 days after the end of each Reporting Period.
- 3. The certification shall state:

"I understand the compliance requirements and responsibilities as they relate to [insert name of department], an area under my supervision. My job responsibilities include attempting to achieve compliance with regard to the [insert name of department] with all applicable statutory requirements, obligations of the MOA, and applicable policies, and I have

taken steps to promote such compliance. To the best of my knowledge, the [insert name of department] is in compliance with the obligations of the MOA. I understand that this certification is being provided to and relied upon by DEA.”

4. If the Chief Pharmacy Controlled Substances Officer is unable to provide such a certification, the Chief Pharmacy Controlled Substances Officer shall provide a written explanation of the reasons why he or she is unable to provide the certification outlined above.

C. Data Sharing

1. Within 90 days of each Reporting Period, CVS shall provide to DEA: (1) the total number of dosage units for Controlled Substances dispensed annually, aggregated nationally and by state; and (2) the top 25 Prescribers of Designated Controlled Substances, by dosage units, nationally and by state from CVS’s national retail dispensing data.
2. On a quarterly basis, CVS shall provide to DEA the number, names and DEA or NPI numbers of Prescribers who were blocked as a result of the Prescriber Review Process set forth in Section VI of this MOA.
3. CVS shall implement standard operating procedures directing its employees to report any confirmed forged prescriptions for Designated Controlled Substances to DEA within 5 business days of completing any review of such prescription or conduct.

D. Compliance with Laws

1. CVS acknowledges and agrees that its pharmacies must comply with applicable federal and state laws, regulations, and rules, including those regarding the dispensing of Controlled Substances. The requirements of this MOA are in addition to, and not in lieu of, any other requirements of federal, state, or local law. Nothing in this MOA shall be construed as relieving CVS of the obligation of its pharmacies to comply with all federal, state, and local laws, regulations, or rules, nor shall any of the provisions of this MOA be deemed as permission for CVS to engage in any acts or practices prohibited by such laws, regulations, or rules.
2. This MOA is not intended to and shall not be interpreted to prevent CVS from taking or implementing any other compliance or policy steps that are more restrictive or that are necessary to conform with federal, state, or local legal requirements, unless such steps would conflict with state or local law. This MOA is not intended to and shall not be interpreted to require any CVS Pharmacy retail store to stock any Controlled Substances or any particular Controlled Substances or to require dispensing of any Controlled

Substances or of any individual, types, subsets, or categories of Controlled Substances.

3. In the event that CVS determines that there may be a conflict between the MOA and the express requirements of federal, state, or local laws, or interpretations of such laws articulated by an agency responsible for enforcing such laws or a court (“Express Interpretations”), such that CVS determines that it cannot comply with the MOA without violating these express requirements or Express Interpretations, CVS shall follow the express requirements of the federal, state, or local law or Express Interpretation thereof and shall provide notice to DEA within 30 days after CVS determines that such a conflict exists.

III. Training

- A. CVS shall launch training for all existing Controlled Substance Professional Practices Department personnel, pharmacists, pharmacist technicians, and field personnel who supervise pharmacists and pharmacist technicians (together, “CSDOP Employees”) to the extent practical (for example, accounting for employee leave) on the CSDOP Policies and Procedures and this MOA. All CSDOP Employee new hires, to the extent practical, shall be required to participate in such trainings within 60 days of hiring or 6 months of the Implementation Date, whichever is later. CVS will further require that every CSDOP Employee, to the extent practical, receive such training at least once annually for the term of this MOA.
- B. It shall be a part of the CSDOP Policies and Procedures and all trainings of all CSDOP Employees required under this MOA that pharmacists shall refuse to dispense Controlled Substances that they believe were prescribed or are being used for other than a legitimate medical purpose or that they believe were not prescribed by an individual Prescriber acting in the usual course of his or her professional practice. The trainings also shall make clear that i) CVS’s compensation and non-retaliation policies, including pursuant to this MOA, prevent CSDOP Employees from being compensated or penalized in any way related to revenue or profitability targets or expectations specific to sales of Controlled Substances; and ii) pharmacists will not be penalized in any way for exercising their professional judgment to refuse to fill prescriptions for Controlled Substances pursuant to their corresponding responsibility.
- C. CVS shall maintain a copy of its annual training materials shown to CSDOP Employees along with documentation of annual training participation.

IV. Disclosure of State Board Actions or Discipline

- A. CVS shall put in place a process whereby CVS will notify the local DEA District Office Diversion Group in writing within 45 days if the CVS Controlled Substance Professional Practices Department becomes aware that a current CVS pharmacist

or pharmacy has had a license suspended, revoked, or had a disciplinary monetary penalty of \$10,000 or more imposed by a state government agency for a violation of federal or state Controlled Substance law in connection with the dispensing of Designated Controlled Substances during the term of this MOA and, for any such sanction against a CVS pharmacist, during the term of the pharmacist's employment with CVS.

V. Prescription Validation Process

- A.** CVS's CSDOP Policies and Procedures shall provide that if a pharmacist identifies any red flags¹ associated with a Controlled Substances prescription, before filling the prescription the pharmacist must resolve them; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing the patient's profile and history with CVS, calling the Prescriber or Prescribers if appropriate, speaking with the patient if appropriate, calling on the pharmacist's pre-existing knowledge of the patient or Prescriber, reviewing available Prescription Drug Monitoring Program ("PDMP") data, and/or reviewing other data or information available to the pharmacist. CVS's CSDOP Policies and Procedures shall provide that, even if all red flags are resolved, a pharmacist shall reject a prescription if, in his or her professional judgment, he or she believes that it was written or is being submitted for other than a legitimate medical purpose and/or was written outside the usual course of an individual Prescriber's professional practice.
- B.** CVS's CSDOP Policies and Procedures shall provide that the resolution of all red flags identified by the pharmacist, as well as sufficient details to reflect the steps taken to resolve the red flags, must be documented by the pharmacist. Any such records shall be maintained for the duration of this MOA. To the extent that a red flag is resolved based upon facts or circumstances that are already reflected or documented in CVS's records, further documentation of those facts or circumstances is not required for resolution of substantially the same red flag on subsequent prescriptions.
- C.** CVS's CSDOP Policies and Procedures shall provide that CVS pharmacists are required to register for their state's PDMP, to check the PDMP when required by state law, and to otherwise check the PDMP when they believe, in their professional

¹ DEA understands and acknowledges that CVS is required by the CVS Global Settlement Injunctive Terms to include in its CSDOP Policies and Procedures the circumstances identified as red flags in Sections IX.3-5 of those injunctive terms.

judgment, a PDMP check is necessary. CVS shall provide DEA with a copy of its PDMP policy.

- D. CVS's dispensing system for CVS Pharmacy retail stores shall include a patient note field that is accessible to, and can be seen by, any CVS pharmacist at any CVS Pharmacy retail store.
- E. CVS shall maintain at every CVS Pharmacy retail store a system to check the licensure status of a Prescriber of Controlled Substances through a regularly updated Prescriber database, to the extent such information is reasonably available for such purposes. The dispensing system shall block a Controlled Substance prescription from being filled if the Prescriber database check reflects a DEA registration or state license that has been suspended or revoked and likewise shall block from being filled a Controlled Substance prescription written by a Prescriber blocked by CVS under the Prescriber Review Process described in Section VI.²

VI. Prescriber Review Process

- A. CVS shall regularly review the prescribing patterns and practices of Prescribers of Designated Controlled Substances (the "Prescriber Review Process"). The Prescriber Review Process shall employ algorithms, or other means, to review data on CVS's retail dispensing for potential Prescribers of concern.
- B. CVS shall put in place a policy requiring that pharmacists report to personnel implementing the Prescriber Review Process (1) any decision to blanket refuse a Prescriber's Controlled Substance prescriptions, that is, to refuse all of the Prescriber's Controlled Substance prescriptions, and (2) any Prescriber not yet subject to a blanket refusal decision but whose prescribing patterns a pharmacist believes indicate that the Prescriber may be acting outside the usual course of professional practice or writing prescriptions not for legitimate medical purposes. CVS shall establish an interface and/or other dedicated electronic means for pharmacists to submit these reports to personnel implementing the Prescriber Review Process.
- C. CVS shall initiate the Prescriber Review Process in the following circumstances:
 - 1. Personnel implementing the Prescriber Review Process become aware that a Prescriber of Designated Controlled Substances has been the subject of a blanket refusal to fill by one or more CVS Pharmacy retail stores or pharmacists;
 - 2. Personnel implementing the Prescriber Review Process become aware that a Prescriber of Designated Controlled Substances has been charged or

² It shall not be a breach of this MOA if a system required by this MOA becomes unavailable due to unforeseen service interruptions. CVS will cooperate with DEA to provide information about any specific service interruption upon reasonable request by DEA and to the extent necessary for DEA to evaluate compliance with this MOA.

- indicted with a crime related to prescribing Designated Controlled Substances by the federal government or law enforcement in a state; or
3. CVS has received a Hotline complaint that has been investigated and substantiated concerning a Prescriber's illegitimate prescribing of Designated Controlled Substances.
- D.** Based on the professional judgment of the employees operating the Prescriber Review Process, CVS may also initiate the Prescriber Review Process when:
1. Personnel implementing the Prescriber Review Process are notified by law enforcement that a Prescriber of Designated Controlled Substances is the target of an investigation regarding the prescribing of Controlled Substances;
 2. A Prescriber of Designated Controlled Substances was flagged for review by a CVS pharmacist (other than through a blanket refusal) or by field personnel who supervise CVS Pharmacy retail stores or who was reported through the process described in section VI.B as a Prescriber whose prescribing patterns a pharmacist believes indicate that the Prescriber may be acting outside the usual course of professional practice or writing prescriptions not for legitimate medical purposes; or
 3. A Prescriber of Designated Controlled Substances was identified through the running of algorithms on CVS Pharmacy retail store dispensing data.
- E.** Once CVS identifies a Prescriber for further investigation, CVS shall review pertinent and available data or information pertaining to the Prescriber, which may include interviews or other information gathered in the discretion of the employees operating the Prescriber Review Process. All data and information collected or created as part of the Prescriber Review Process shall be maintained by CVS for the term of this MOA. When permitted by law, nothing contained in this Section prevents CVS from taking immediate action to block a Prescriber.
- F.** If after the Prescriber Review Process those making the decision have not resolved the circumstances that caused CVS to further investigate the Prescriber, then the Prescriber shall be blocked from having Controlled Substance prescriptions filled at CVS's retail pharmacies, unless prohibited by federal or state law. A Prescriber may have an opportunity at the discretion of CVS to seek future reinstatement by providing information to CVS that may resolve its concerns.
- G.** If a Prescriber has been blocked in accordance with Provisions E and F of this Section, CVS's dispensing system shall block CVS Pharmacy retail store pharmacists from proceeding with filling a Controlled Substance prescription written by the Prescriber.
- H.** Nothing in this Section shall limit the right or ability of individual pharmacists to either refuse to fill a given prescription or refuse to fill all prescriptions for

Designated Controlled Substances from a given Prescriber independent of any decision by CVS to block or not block a given Prescriber.

VII. Due Diligence and Site Visits

- A.** During the term of this MOA, CVS shall conduct at least annual proactive compliance reviews of CVS Pharmacy retail stores to assist with the identification of potential compliance issues related to the dispensing of Designated Controlled Substances at CVS Pharmacy retail stores. This may be satisfied by the use of algorithms, or other electronic means, to analyze data associated with every CVS Retail pharmacy store's dispensing of Designated Controlled Substances to identify particular pharmacies for review as required under this Section VII.A. Documentation of any resulting reviews shall be maintained by CVS and made accessible to all Controlled Substance Professional Practices Department personnel upon request for the duration of this MOA.
- B.** During the term of this MOA, CVS personnel or qualified third-party compliance consultants shall conduct site visits to each pharmacy identified for further review in a calendar year. On an annual basis, CVS shall provide DEA with a list of the pharmacies selected for a site visit related to the dispensing of Designated Controlled Substances (via the email address in section I.F of this MOA). These site visits shall at a minimum consist of a review of Controlled Substance dispensing documentation and recordkeeping; and a review of physical surroundings and other circumstances for any indications of potential non-compliance with this MOA or the CSDOP Policies and Procedures, or any violations of other applicable laws and regulations related to the dispensing of Controlled Substances. The fact that a pharmacy has received a site visit shall not be interpreted to mean that there has been a violation of this MOA, the CSDOP Policies and Procedures, or any laws or regulations related to the dispensing of Controlled Substances.
- C.** During site visits, CVS personnel or qualified third-party compliance consultants shall interview relevant pharmacy employees, if appropriate, about any potential areas or issues of concern, including potential violations of laws related to the dispensing of Controlled Substances, the CSDOP Policies and Procedures, and this MOA.
- D.** CVS personnel or qualified third-party compliance consultants who conduct site visits shall complete a report reflecting the findings of any site visit pursuant to this Section. This report shall document areas or issues of concern, including potential

violations of law related to the dispensing of Controlled Substances, the CSDOP Policies and Procedures, and this MOA.

- E. The site visit reports shall be maintained by CVS and made accessible to all Controlled Substance Professional Practices Department personnel. Upon its request, DEA shall be provided sample reports or a report for a particular store.

VIII. Hotline

- A. Throughout the term of this MOA, CVS shall maintain a telephone and electronic submission hotline(s) (the “Hotline”) to permit employees and/or patients and/or members of the public to anonymously report suspected inappropriate or illegitimate dispensing, prescribing or diversion of Designated Controlled Substances, violations of the CSDOP Policies and Procedures, this MOA, CVS’s company policy, or other applicable law. The Hotline may be implemented by adding a dedicated option to existing systems that includes reporting regarding Designated Controlled Substances. CVS shall publish the Hotline contact information to its employees and patients. CVS shall maintain for the duration of this MOA a record of each complaint made to the Hotline regarding Designated Controlled Substances and documentation regarding any investigation or response to such complaints.

IX. Controlled Substance Inventories

- A. CVS shall require that each CVS Pharmacy retail store complete a Controlled Substance inventory, as described in 21 C.F.R. § 1304.11, at least once per calendar year instead of biennially.
- B. The inventory described in Section IX.A shall be completed at the location of the inventory and signed or affirmed by personnel at such location.

X. Documentation

- A. **Records.** CVS shall retain all records it is required to create pursuant to its obligations under this MOA through August 15, 2032, unless otherwise specified.

XI. Enforcement

A. Notice of Potential Violations and Opportunity to Cure

- 1. A “Potential Violation” occurs when DEA determines, after appropriate investigation and due diligence, that CVS is not in substantial compliance with an aspect of this MOA. A Potential Violation may be for a single CVS Pharmacy retail store. A violation of this MOA is not presumed to occur when a CVS pharmacist, pharmacist technician, or other field personnel

who supervise pharmacists and/or pharmacist technicians violates CVS's CSDOP Policies and Procedures.

2. Potential Violation Discovered by DEA

- (a) In the event of a Potential Violation identified by DEA, DEA shall notify CVS in writing (the "DEA Notice").
- (b) Within forty-five (45) days of receipt of the DEA Notice, CVS shall provide a written response to DEA. The response shall include CVS's position as to the act(s) of non-compliance, including, possibly, a statement setting forth why CVS believes it is in substantial compliance with the relevant provision(s) or a statement explaining how the Potential Violation has been addressed.

- 3. If, after review of CVS's written response, DEA believes that a Potential Violation is ongoing or has not been substantially addressed, it will provide written notice to CVS within forty-five (45) days of CVS's written response. If CVS demonstrates to DEA that CVS is making a good faith effort to remedy any Potential Violations of the MOA, DEA shall grant reasonable extensions for CVS to correct any Potential Violation.
- 4. If the alleged violation(s) remain(s) ongoing after the expiration of the extensions, the DOJ or DEA may enforce the terms of the MOA as permitted by law; conduct further investigations as allowed by law; or attempt to negotiate modified provisions of this MOA with CVS. DEA and/or DOJ may not seek to reinstate claims that have been released as part of the Settlement Agreement. It will be at the DOJ's and DEA's sole discretion whether to pursue permissible legal remedies for an alleged violation of the MOA, but the DOJ and DEA may do so only after the notice and cure provisions of this Section have been followed. This provision shall not be construed as a waiver of the jurisdictional provisions of the Controlled Substances Act.

**FOR THE UNITED STATES DEPARTMENT OF JUSTICE,
DRUG ENFORCEMENT ADMINISTRATION**

DATED: 10/3/26 BY: 
CHERI OZ
Deputy Assistant Administrator
Diversion Control Division
Drug Enforcement Administration

FOR DEFENDANT – CVS PHARMACY, INC.

DATED: 10/9/26 BY: 
THOMAS S. MOFFATT
Vice President, Corporate Secretary and Senior Legal
Counsel—Corporate Services of CVS Pharmacy, Inc.

DATED: 10/9/26 BY: 
ERIC DELINSKY
Zuckerman Spaeder LLP
Counsel for CVS Pharmacy, Inc.