

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”), the terms of which are set forth in part II below, is made and entered into by and between Omnicare, Inc. (“Omnicare”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”).

I. BACKGROUND

WHEREAS, IER accepted as complete a charge filed by _____ (“Charging Party”), identified as DJ Number 197-58-73, alleging that Omnicare and CVS Health engaged in discriminatory hiring based on citizenship status in violation of the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b (“Act”);

WHEREAS, by letter dated March 20, 2017, IER notified Omnicare that it had initiated a charge-based investigation (“Investigation”) to determine whether Omnicare engaged in any unfair employment practices based on citizenship status or national origin prohibited by 8 U.S.C. § 1324b;

WHEREAS, IER concluded based upon the Investigation that there is reasonable cause to believe that Omnicare engaged in discriminatory hiring based on citizenship status with respect to Charging Party in violation 8 U.S.C. § 1324b(a)(1);

WHEREAS, IER and Omnicare (“ the Parties”) wish to resolve this investigation without further delay or expense and hereby acknowledge that they are voluntarily and freely entering into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained below, and to fully and finally resolve the instant investigation, the Parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Settlement Agreement (hereinafter "Agreement") becomes effective as of the date of the last signature on the Agreement, which date is referenced herein as the "Effective Date." The "Term of this Agreement" shall be two (2) years following the Effective Date.
2. Omnicare shall pay a civil penalty to the United States Treasury in the amount of three thousand, six hundred twenty-one dollars and no/cents (\$3,621.00).
3. The monies discussed in paragraph 2 shall be paid via the FedWire electronic fund transfer system within ten days of the Effective Date or receipt on FedWire instructions transmitted by IER, whichever is later. IER will send FedWire fund transfer instructions to Omnicare’s legal counsels, Laura Foot Reiff and Rebecca Schechter. Omnicare shall send a confirmation of the payment to

Alexandra.Vince@usdoj.gov and Lorren.Love@usdoj.gov within 24 hours of the date on which the funds are transferred. The email confirming payment shall have Omnicare's name and the investigation number, DJ # 197-58-73, printed in the subject line.

4. In accordance with 8 U.S.C. § 1324b and 28 C.F.R. § 68.52, Omnicare shall not:
 - (a) Discriminate on the basis of citizenship, immigration status or national origin in violation of 8 U.S.C. § 1324b; and
 - (b) Intimidate, threaten, coerce, or retaliate against any person, including individuals who precipitated or participated in the Investigation, for his or her participation in this matter or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
5. Omnicare shall post an English and Spanish version of IER's "If You Have the Right to Work" poster ("IER Poster"), an image of which is available at <https://www.justice.gov/crt/worker-information#poster>, on Omnicare's website and in all places where notices to employees and job applicants are normally posted in all its locations. The IER Poster will be posted within fourteen (14) days of the Effective Date and shall remain posted during the Term of this Agreement.
6. Omnicare shall consider and evaluate any future applications for employment submitted by the Charging Party in a non-discriminatory and non-retaliatory manner, and shall ensure all information regarding his citizenship status or work authorization documentation currently contained in any Omnicare system of records be removed or otherwise made unavailable to future Omnicare recruiters considering any such future applications.
7. Within ninety days of the Effective Date, Omnicare shall ensure that all current employees and contract staff in its Cincinnati headquarters office who have responsibilities for hiring (including recruiting) or the employment eligibility verification process attend a free IER webinar training, and that any such future employees or contract staff hired during the Term of this Agreement participate in IER webinar training within sixty (60) days of beginning their employment or assignment. Within ninety days of the Effective Date, Omnicare also shall send an email to IER, at the address Alexandra.Vince@usdoj.gov and with the subject line "Omnicare Training - DJ # 197-58-73," confirming webinar attendance by its current employees and contract staff in Cincinnati, including their names, titles, and employers.
8. This Agreement does not affect the right of any individual to file a charge under the Act alleging an unfair immigration-related employment practice against Omnicare, the authority of IER to investigate or file a complaint on behalf of any such individual, or the authority of IER to conduct an independent investigation, for any of Omnicare's employment practices occurring after the Effective Date or outside of the scope of this Investigation or this Agreement.

9. This Agreement resolves any and all differences under 8 U.S.C. § 1324b between the parties relating to the investigation of the charges identified as DJ Number 197-58-73, through the Effective Date. The provisions of paragraph 2 notwithstanding, IER shall not seek from Omnicare any additional civil penalty for the alleged violations of 8 U.S.C. § 1324b(a)(1) that are the subject of the charge investigation, designated as DJ Number 197-58-73, through the Effective Date.
10. The United States may bring a civil action in the United States District Court for the Southern District of Ohio to enforce this Agreement, and may in such action seek to have the court impose any remedy authorized at law or equity. This provision does not constitute and should not be construed as a waiver: (a) by the United States of sovereign immunity, or any other jurisdictional or legal defense available to the United States, or (b) by Omnicare of any defenses available to Omnicare.
11. The Parties agree that, as of the Effective Date, litigation concerning the violations of 8 U.S.C. § 1324b that IER has reasonable cause to believe that Omnicare committed is not reasonably foreseeable. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to this matter, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Agreement.
12. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The Parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
13. The Parties agree to bear their own costs, attorneys' fees and other expenses incurred in this investigation.
14. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein.

15. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The parties agree to be bound by facsimile signatures.

Omnicare, Inc.

Laura Foot Reiff, Esq.
Rebecca Schechter, Esq.
GreenbergTraurig
1750 Tysons Boulevard, Suite 1000
McLean, VA 22102

By:

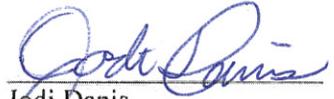


Laura Foot Reiff, Esq.
Rebecca Schechter, Esq.

Dated: 1/19/18

Immigrant and Employee Rights Section

By:



Jodi Danis
Special Litigation Counsel

Dated: 1/23/18

C. Sebastian Aloit
Special Litigation Counsel

Alexandra A. Vince
Senior Equal Opportunity Specialist