

UNITED STATES OF AMERICA

OCCUPATIONAL SAFETY & HEALTH REVIEW COMMISSION

JULIE A. SU, Acting Secretary of Labor, :
United States Department of Labor, :
 : OSHRC DOCKET
Complainant, :
 : NO. 22-0509
v. :
 :
RITE AID CORPORATION, :
 :
Respondent. :

STIPULATED SETTLEMENT

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Solicitor of Labor

JEFFREY S. ROGOFF
Regional Solicitor

B. CARINA DE LA PAZ
Trial Attorney

U.S. Department of Labor
Attorneys for
JULIE A. SU,
Acting Secretary of Labor,
Complainant

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STIPULATED SETTLEMENT

Based upon the following recital, the complainant, Julie A. Su, Acting Secretary of Labor (the “Secretary”) and the respondent, Rite Aid Corporation (“Respondent”), agree to the following as a full and complete resolution of these consolidated matters (the “Agreement”):

1) In Docket No. 22-0509, the Secretary amends the citations and complaint to vacate Citation 1, Item 3, and the penalties proposed for that item; and to reclassify Citation 1, Item 1 as other-than-serious. The Secretary further amends Citation 1, Item 2 to read as follows:

Citation 1, Item 2: 29 C.F.R. 1910.1030(f)(1)(i): The employer did not make available the hepatitis B vaccine and vaccination series to all employees who have occupational exposure.

A) Retail Area – On or about 2/3/2022, the employer did not make the hepatitis B vaccine available to employee(s) who had potential exposure to blood via clean-up of a blood spill.

2) In addition, the Secretary amends the proposed penalties set forth in the citations and complaint to reflect an amended total proposed penalty of \$10,000, to be apportioned as set forth below:

Citation	Item	Original Proposed Penalty	Amended Proposed Penalty
1	1	\$10,360	\$3,000 (reclassified as OTS)
1	2	\$10,360	\$7,000
1	3	\$10,360	\$0 (vacated)
TOTAL		\$31,080	\$10,000

3) Based on the above and other provisions of this Agreement, Respondent withdraws its notice of contest as to the citations and proposed penalties as modified herein, and the parties agree to the entry of a final, enforceable order of the Commission consistent with the terms of this Agreement. This Agreement will become a final order of the Commission thirty days from the date that the Order Terminating Proceedings is docketed by the Executive Secretary (the “Effective Date”).

4) Respondent affirmatively states that it will implement the following modifications as abatement at all “Covered Worksites” (as defined below):

a) The following abatement applies to all of Respondent’s retail stores in New York and New Jersey (the “Covered Worksites”). For ease of reference, the parties have attached a current list of all Covered Worksites as Exhibit A.

b) No later than six months after the Effective Date, Respondent will develop a written bloodborne pathogen exposure control plan for front-end store employees, in accordance with 29 C.F.R. 1910.1030(c)(1) (the “Font-End ECP”), and provide a copy of

this Front-End ECP to OSHA Assistant Regional Administrator for Federal Enforcement Warren Simpson by emailing Simpson.Warren@dol.gov.

c) No later than nine months after the Effective Date (the “Implementation Deadline”), Respondent will implement the Front-End ECP at all Covered Worksites, including that Respondent will:

i) Make the hepatitis B vaccination series available to all employees with occupational exposure in accordance with 29 C.F.R. 1910.1030(f)(1);

ii) Provide training to all employees with occupational exposure in accordance with 29 C.F.R. 1910.1030(g)(2); and

iii) As an interim measure, instruct Rite Aid pharmacy personnel, who are covered and trained under Rite Aid’s existing ECP for pharmacy personnel, to handle any front-end incidents involving reasonably anticipated exposure to blood or other potentially infectious materials, and engage an outside vendor to handle such incidents when pharmacy personnel are unavailable.

d) Consistent with the intent of OSHA’s Training Standards Policy Statement (Memorandum of Assistant Secretary Michaels dated April 29, 2010) to ensure employee comprehension of training, including for employees who do not understand English and employees who cannot read, Respondent will provide training required by this Agreement in a language, format, and vocabulary that the employees can understand. Respondent will use training methods, which could include use of written translation, oral explanation, multilingual interpreters, or visual aids, intended to assure employees’ understanding of the material. Respondent will continue to document training, including bloodborne pathogen training, in accordance with its existing procedures.

e) Respondent will designate specific corporate personnel within its Retail Operations division responsible for ensuring that the Front-End ECP is implemented at all Covered Worksites. Respondent will also designate specific Regional Retail Leaders, with authority to correct hazardous conditions, to oversee the Front-End ECP at all Covered Worksites.

f) Respondent will designate specific Internal Monitor(s) from its Field Compliance team, for the two-year term of this Agreement. Respondent may also designate additional team members from other departments and/or qualified third-party consultants as Internal Monitor(s) to fulfill its requirements under paragraph 4(f). During the term, the Internal Monitor(s) will perform paper audits of all Covered Worksites to verify completion of appropriate documentation related to Paragraphs 4(b) through 4(d) above. The Internal Monitor(s) will also perform unannounced site visits and on-site or remote interviews at 10% of Covered Worksites. The sites will be randomly selected and will not include any of the 25 Covered Worksites subject to the third-party monitoring discussed below in Paragraph 3(g). During site visits and interviews, the Internal Monitor(s) will seek feedback from front-end managers and employees regarding implementation of the ECP. The Internal Monitor(s) will document, and compile written reports summarizing, their findings, including findings specific to each Covered Worksite audited. Such reports will verify that the Front-End ECP is being properly implemented and/or identify and describe any deficiencies and remedial actions taken to address them.

g) No more than one year after the Execution Date, Respondent will arrange, at Respondent's cost, for monitoring, by a qualified third-party consultant, of at least 25 Covered Worksites to assess compliance with the Front-End ECP and the abatement

requirements set forth in Paragraphs 4(b) through 4(d). Third-party monitoring may take place any time between one year and 18 months after the Effective Date and will include paper audits to verify completion of appropriate documentation related to Paragraphs 4(b) through 4(d) above, as well as interviews with a front-end manager from each audited store. The monitor(s) will document, and compile written reports summarizing, their findings, including findings specific to each Covered Worksite audited. Such reports will verify that the Front-End ECP is being properly implemented and/or identify and describe any deficiencies and remedial actions taken to address them.

h) Respondent has reviewed OSHA's October 2016 "Recommended Practices for Safety and Health Programs" (at <https://www.osha.gov/safety-management>) and represents that, through its corporate safety and health program, it will seek to adhere to each of the "action items" therein, and will continue to maintain and seek to improve its safety and health program for the duration of this Agreement.

5) Respondent will report to the Secretary regarding its compliance with this Agreement as follows:

a) No later than 10 days after the Front-End ECP Implementation Deadline, Respondent will submit abatement certifications and documentation with respect to the inspection site (Store 10839 in Niagara Falls, NY) as required by 29 C.F.R. 1903.19(c)-(d) to OSHA Buffalo Area Director Mike Scime by emailing Scime.Mike@dol.gov.

b) The findings and reports produced by Respondent's Internal Monitor(s) as described in Paragraph 4(f) will be made available to OSHA upon request during the two-year Agreement term. Twenty-two months after the Effective Date, Respondents will

submit a consolidated report to OSHA by emailing Warren Simpson at Simpson.Warren@dol.gov.

c) The findings and reports produced by the independent third-party monitor(s) as described in Paragraph 4(g) will be made available to OSHA upon request during the third-party monitoring period. Within one month after the conclusion of the third-party monitoring period – i.e. 19 months after the Effective Date, Respondents will submit a consolidated report to OSHA by emailing Warren Simpson at Simpson.Warren@dol.gov.

d) Respondent agrees that it will permit the Secretary to enter Covered Worksites, without the need for a warrant, for purposes related to determining compliance with this Agreement. The scope of such inspections will be limited to verifying compliance with the terms of this Agreement, with the exception of other non-compliant conditions observed in the plain view of an OSHA compliance officer during such an inspection. Nothing in this Agreement will be construed as a waiver or limitation of the Secretary's ability to monitor and/or enforce Respondent's compliance with this Agreement's terms, or to otherwise enforce the Occupational Safety and Health Act. Nothing in this Agreement will be construed to prejudice Respondent's rights to raise any defense or argument in any future or pending cases before the Commission. Respondent agrees to make available to the third-party monitor(s) discussed in Paragraph 4(g) and/or to OSHA any training records or other records relevant to its compliance with this Agreement upon request.

6) The citation in this matter is amended to include the terms of Paragraphs 4 and 5 as required abatement of the citations. Respondent agrees that a failure to perform in good faith any of the abatement measures required by this Agreement may be cited by OSHA as failure to abate

under Section 10(b) of the OSH Act, 29 U.S.C. 659(b). No other modifications, other than those set forth in Paragraphs 1 through 5 above, are being made to the citation items or proposed penalties in this matter.

7) Respondent certifies that it served this Agreement on its employees on 7/31/2023, by posting the Agreement at the inspection site (Store 10839 in Niagara Falls, NY), in a place where affected employees may see it. Respondent will also post the summary of this Agreement (attached as Exhibit B), at all Covered Worksites, in places where affected employees may see it, within 30 days of the Effective Date, and that summary will remain posted in such locations throughout the two-year Agreement term.

8) Respondent further certifies that United Food and Commercial Workers (UFCW) Local 360 and 1199 Service Employees International Union (SEIU) are the authorized employee representatives of employees at the Covered Worksites listed in the attached Exhibit C. Pursuant to Commission Rules 7 and 100, 29 C.F.R. 2200.7 and 2200.100, Respondent certifies that it served a copy of this Agreement on the authorized employee representatives by postage prepaid first class mail, by email, or by personal delivery, to the following addresses on 8/1/2023:

UFCW Local 360
400 Commerce Lane, Rte. #73
West Berlin, NJ 08091
1199 SEIU
498 Seventh Ave., 22nd Floor
New York, NY 10018

9) Respondent will not retaliate or discriminate against employees for, or otherwise engage in practices or implement policies that deter employees from, participating in the Front-End ECP, including by reporting safety and health concerns.

10) Respondent will pay the amended total proposed penalty of \$10,000 no later than thirty days after the Effective Date. Respondent may pay electronically via www.pay.gov, or forward a check made out to the “Occupational Safety and Health – Labor” to the Buffalo Area Office, located at 130 S. Elmwood Avenue, Suite 500, Buffalo, NY 14202. The check must reference OSHA inspection number 1577348.

11) None of the above agreements, statements, stipulations, and actions taken by Respondent will be deemed an admission by Respondent of the allegations in the citations and complaint or notification of proposed penalty. The agreements, statements, stipulations, and actions taken herein may not be offered against Respondent in any proceeding, except for proceedings and matters arising under the Occupational Safety and Health Act.

12) This Agreement will remain in effect for a period of two years after the Effective Date.

13) Each party agrees to bear its own fees and other expenses incurred in connection with any stage of this proceeding.

DATED: August 2, 2023
New York, New York

RITE AID CORPORATION
Respondent

SEEMA NANDA
Solicitor of Labor

JEFFREY S. ROGOFF
Regional Solicitor

DocuSigned by:
Anita Ward
E70EA42E6BFA459...

By: _____
Anita Ward, VP Risk Management

By: _____
B. CARINA DE LA PAZ
Trial Attorney

U.S. DEPARTMENT OF LABOR
Attorneys for Complainant

RESPONDENT'S CERTIFICATIONS FOR POSTING AND SERVICE

1. POSTING

Respondent certifies that on the following date: 7/31/2023, a copy of this Stipulated Settlement was posted where affected employees may see it, and will remain posted for at least 14 days thereafter.

2. AUTHORIZED EMPLOYEE REPRESENTATIVE(S)?

(Mark "X" next to Option 1 OR Option 2 as appropriate)

Option 1

Respondent certifies that there is no authorized employee representative for the employees affected by the action which is the subject of this Stipulated Settlement.

OR

Option 2

Respondent certifies that there is one or more authorized employee representatives for the employees affected by the action which is the subject of this Stipulated Settlement. The names and addresses of the authorized employee representative(s) are as follows:

3. SERVICE ON AUTHORIZED EMPLOYEE REPRESENTATIVE(S)

Respondent certifies that this Stipulated Settlement was served on the authorized employee representative(s) of the affected employees on the following date:

8/1/2023, by the following method(s) of service (i.e. first-class mail, overnight delivery, personal delivery): first-class mail and email.

CERTIFIED BY [*print name and title*]: Kerry Finn, Assistant Manager, Rite Aid Store #10839
Michael Lehr, Workers Compensation & Safety Manager

EXHIBIT A

Store	Addr1	City	State	Zip
116	907 NORTH HIGH STREET	MILLVILLE	NJ	8332
135	217 SUNSET ROAD	WILLINGBORO	NJ	8046
149	1097 BROADWAY	BAYONNE	NJ	7002
219	123 EAST MAIN STREET SUITE 16	DENVILLE	NJ	7834
220	2 UPPER SAREPTA ROAD	BELVIDERE	NJ	7823
236	1360 BLACKWOOD CLEMENTON RD.	CLEMENTON	NJ	8021
238	10 PORTLAND AVENUE	BERGENFIELD	NJ	7621
407	366 GEORGE STREET	NEW BRUNSWICK	NJ	8901
425	3258 BRIDGE AVENUE	POINT PLEASANT	NJ	8742
523	2 SOUTH BROADWAY	CAMDEN	NJ	8103
599	841 GEORGES ROAD	NORTH BRUNSWICK	NJ	8902
687	249 CUTHBERT BOULEVARD	OAKLYN	NJ	8107
695	1360 ROUTE 36	HAZLET	NJ	7730
789	501 CLEMENTS BRIDGE ROAD	BARRINGTON	NJ	8007
833	1210 ROUTE 130 N STE 1408	CINNAMINSON	NJ	8077
837	715 HADDON AVENUE	HADDONFIELD	NJ	8033
841	52 EAST BROAD STREET	BRIDGETON	NJ	8302
843	608 NORTH WARWICK ROAD	SOMERDALE	NJ	8083
994	480 NORTH BEVERWYCK ROAD	LAKE HIAWATHA	NJ	7034
1150	435 EAST BROADWAY	SALEM	NJ	8079
1258	3400 NEW JERSEY AVENUE	WILDWOOD	NJ	8260
1318	130 EAST MAIN STREET	PENNS GROVE	NJ	8069
1321	4902 WESTFIELD AVENUE	PENNSAUKEN	NJ	8110
1326	1801 KUSER ROAD	TRENTON	NJ	8690
1360	265 PASCACK ROAD	WASHINGTON TOWNSHIP	NJ	7676
1596	480 CENTENNIAL BOULEVARD	VOORHEES	NJ	8043
1670	76 SMITH STREET	PERTH AMBOY	NJ	8861
1716	101 WHITE HORSE PIKE	CLEMENTON	NJ	8021
1732	823 COOPER LANDING ROAD	CHERRY HILL	NJ	8002
1736	RICHFIELD SHOPPING CENTER	CLIFTON	NJ	7012
1762	380 HARMONY ROAD	GIBBSTOWN	NJ	8027
1778	596 SHREWSBURY AVENUE	TINTON FALLS	NJ	7701
1796	4057 ASBURY AVE STE 8	TINTON FALLS	NJ	7753
1860	490 HURFVILLE-CROSS KEYS	SEWELL	NJ	8080
1866	375 WHITE HORSE PIKE	ATCO	NJ	8004
1867	1147 COOPER STREET	EDGEWATER PARK	NJ	8010
1870	531 US HIGHWAY 22 EAST	WHITEHOUSE STATION	NJ	8889
1917	236 SOUTH DELSEA DRIVE	CLAYTON	NJ	8312
1970	431 HALEDON AVENUE	HALEDON	NJ	7508
1977	35 MILL ROAD	IRVINGTON	NJ	7111
2463	219 ESSEX STREET	HACKENSACK	NJ	7601
2521	1636 ROUTE 38 SUITE 49	LUMBERTON	NJ	8048
2522	424 ROUTE 9	BAYVILLE	NJ	8721
2526	546 WRIGHTSTOWN-SYKESVILLE RD	WRIGHTSTOWN	NJ	8562
2527	2101 ROUTE 70	MANCHESTER	NJ	8759
2529	895 WEST BAY AVENUE	BARNEGAT	NJ	8005

2530	220 MATHISTOWN ROAD	LITTLE EGG HARBOR	NJ	8087
2561	332 RARITAN AVENUE	HIGHLAND PARK	NJ	8904
2707	31 MULE ROAD	TOMS RIVER	NJ	8755
3427	237 SPRING STREET	NEWTON	NJ	7860
3477	773 HAMILTON STREET	SOMERSET	NJ	8873
3483	37 JULIUSTOWN ROAD	BROWNS MILLS	NJ	8015
3573	93 ATLANTIC BOULEVARD	BEACHWOOD	NJ	8722
3697	543 CENTRAL AVENUE	EAST ORANGE	NJ	7018
3974	1041 BURNT TAVERN ROAD	BRICK	NJ	8724
4045	1434 S BLACK HORSE PIKE	WILLIAMSTOWN	NJ	8094
4094	1000 KINGS HIGHWAY	WEST DEPTFORD	NJ	8086
4193	3553 WASHINGTON ROAD	PARLIN	NJ	8859
4601	100 WARWICK ROAD	STRATFORD	NJ	8084
4739	2090 ERIAL CLEMENTON ROAD	SICKLERVILLE	NJ	8081
4746	132 NORTH GASTON AVENUE	SOMERVILLE	NJ	8876
4812	981 WEST SIDE AVENUE	JERSEY CITY	NJ	7306
4819	1881 NORTH BLACK HORSE PIKE	WILLIAMSTOWN	NJ	8094
4821	10 LINCOLN HIGHWAY	EDISON	NJ	8820
7822	2791 S DELSEA DRIVE	VINELAND	NJ	8360
7830	2093 ROUTE 130 N	BURLINGTON	NJ	8016
10402	104 12TH AVENUE	NEWARK	NJ	7107
10408	2 VERNON AVENUE	HAMBURG	NJ	7419
10413	60 FRANKLIN TURNPIKE	WALDWICK	NJ	7463
10415	3 MARSHALL HILL ROAD	WEST MILFORD	NJ	7480
10424	75 SOUTH MAIN STREET	NEPTUNE	NJ	7753
10425	200 WILSON AVENUE	PORT MONMOUTH	NJ	7758
10427	151 ROUTE 94	BLAIRSTOWN	NJ	7825
10429	203 MOUNTAIN AVENUE	HACKETTSTOWN	NJ	7840
10432	354 STATE ROUTE 57 WEST	WASHINGTON	NJ	7882
10435	213 SOUTH STREET	MORRISTOWN	NJ	7960
10436	186 SOUTH WHITE HORSE PIKE	BERLIN	NJ	8009
10440	1492 CHEWS LANDING ROAD	LAUREL SPRINGS	NJ	8021
10443	702 BROWNING RD	BROOKLAWN	NJ	8030
10445	1360 BRACE ROAD	CHERRY HILL	NJ	8034
10448	111 ROUTE 73	VOORHEES	NJ	8043
10449	210 BRIDGETON PIKE	MANTUA	NJ	8051
10451	235 N MAPLE AVE	MARLTON	NJ	8053
10452	200 TUCKERTON ROAD, BLDG K	MEDFORD	NJ	8055
10453	409 STOKES ROAD	MEDFORD	NJ	8055
10454	121 WEST MAIN STREET	MOORESTOWN	NJ	8057
10456	108 SWEDESBORO ROAD SUITE 20	MULLICA HILL	NJ	8062
10462	500 WOODBURY-GLASSBORO ROAD	SEWELL	NJ	8080
10463	403 SICKLERVILLE ROAD	SICKLERVILLE	NJ	8081
10464	335 VILLAGE CENTER DRIVE	LOGAN TOWNSHIP	NJ	8085
10465	480 ROUTE 9 SOUTH	LITTLE EGG HARBOR	NJ	8087
10468	860 COOPER STREET	DEPTFORD	NJ	8096
10469	865 ROUTE 45	PILESGROVE	NJ	8098

10471	664 HADDON AVENUE	COLLINGSWOOD	NJ	8108
10472	7835 MAPLE AVENUE	PENNSAUKEN	NJ	8109
10484	1070 NORTH PEARL STREET	BRIDGETON	NJ	8302
10487	7 WEST LANDIS AVENUE	VINELAND	NJ	8360
10488	970 NORTH MAIN ROAD	VINELAND	NJ	8360
10490	1889 SOUTH LINCOLN AVENUE	VINELAND	NJ	8361
10496	1 NORTH NEW PROSPECT ROAD	JACKSON	NJ	8527
10505	2370 ROUTE 33	ROBBINSVILLE	NJ	8691
10507	101 SOUTH MAIN STREET	FORKED RIVER	NJ	8731
10509	702 GRAND CENTRAL AVENUE	LAVALLETTE	NJ	8735
10510	149 MAIN STREET	MANASQUAN	NJ	8736
10512	811 FISCHER BOULEVARD	TOMS RIVER	NJ	8753
10513	2 ROUTE 37 EAST	TOMS RIVER	NJ	8753
10514	1726 ROUTE 37 EAST	TOMS RIVER	NJ	8753
10515	220 ROUTE 70	TOMS RIVER	NJ	8755
10517	86 B LACEY ROAD	WHITING	NJ	8759
10526	755 MEMORIAL PKY (US HWY 22)	PHILLIPSBURG	NJ	8865
6121	1329 US HWY.395 NORTH,#1	GARDNERVILLE	NV	89410
107	654 COLVIN AVENUE	KENMORE	NY	14217
159	393 WINDSOR HIGHWAY	NEW WINDSOR	NY	12553
260	1000 PENNSYLVANIA AVENUE	ELMIRA	NY	14904
416	151 WEST MAIN STREET	LE ROY	NY	14482
442	138 ELM STREET	PENN YAN	NY	14527
497	350 NIAGARA STREET	BUFFALO	NY	14201
499	424 ELMWOOD AVE.	BUFFALO	NY	14222
543	5224 FIFTH AVENUE	BROOKLYN	NY	11220
565	452 MAIN STREET	BUFFALO	NY	14202
568	50 SOUTH MAIN STREET	JAMESTOWN	NY	14701
594	1896 ROUTE 6	CARMEL	NY	10512
597	40 VASSAR ROAD	POUGHKEEPSIE	NY	12603
610	405 ERIE BOULEVARD WEST	ROME	NY	13440
629	1000 NORTH CLINTON AVENUE	ROCHESTER	NY	14621
636	519 BUTTERNUT STREET	SYRACUSE	NY	13208
639	1924 GENESEE STREET	UTICA	NY	13502
642	141 ORISKANY BOULEVARD	WHITESBORO	NY	13492
650	419 DIVISION STREET	NORTH TONAWANDA	NY	14120
652	400 CHESTNUT STREET	ONEONTA	NY	13820
668	139 RONKONKOMA AVENUE	LAKE RONKONKOMA	NY	11779
675	4018 SENECA STREET	WEST SENECA	NY	14224
758	8015 NIAGARA FALLS BOULEVARD	NIAGARA FALLS	NY	14304
761	2887 HARLEM ROAD	CHEEKTOWAGA	NY	14225
763	DEL-TON PLAZA	TONAWANDA	NY	14150
868	9 BROAD STREET	SALAMANCA	NY	14779
1019	133 ROUTE 303	VALLEY COTTAGE	NY	10989
1079	3924 HARLEM ROAD	AMHERST	NY	14226
1090	351 FLATBUSH AVENUE	KINGSTON	NY	12401
1185	4407 MILITARY ROAD	NIAGARA FALLS	NY	14305

1194	1941 SENECA STREET	BUFFALO	NY	14210
1203	178 NEW HYDE PARK ROAD	FRANKLIN SQUARE	NY	11010
1225	534 HUDSON STREET	NEW YORK	NY	10014
1302	657 BROADWAY	NEWBURGH	NY	12550
1451	159 ROUTE 6	MAHOPAC	NY	10541
1500	6000 TRANSIT ROAD	DEPEW	NY	14043
1511	2474 BAILEY AVENUE	BUFFALO	NY	14215
1537	130 WASHBURN STREET	LOCKPORT	NY	14094
1538	731 CENTER STREET	LEWISTON	NY	14092
1561	272 HOOSICK STREET	TROY	NY	12180
1597	125 SOUTH TRANSIT STREET	LOCKPORT	NY	14094
1617	238 HOOKER AVENUE	POUGHKEEPSIE	NY	12603
1621	153 PROSPECT STREET	ATTICA	NY	14011
1649	81 WEST MAIN STREET	GOWANDA	NY	14070
1652	2315 WILLIAM STREET	BUFFALO	NY	14206
1674	3950 UNION ROAD	CHEEKTOWAGA	NY	14225
1677	476 WILLIAM STREET	BUFFALO	NY	14206
1689	3071-3085 SOUTH PARK AVENUE	LACKAWANNA	NY	14218
1805	33-01 30TH AVENUE	ASTORIA	NY	11103
1807	1224 EAST LOVEJOY STREET	BUFFALO	NY	14206
1809	222-14 LINDEN BOULEVARD	CAMBRIA HEIGHTS	NY	11411
1816	845 ABBOTT ROAD	BUFFALO	NY	14220
1862	214 CENTRAL AVENUE	SILVER CREEK	NY	14136
1868	320 MAIN STREET	BEACON	NY	12508
1881	185 KINGS HIGHWAY	BROOKLYN	NY	11223
1910	2047 SHERIDAN DRIVE	BUFFALO	NY	14223
1912	3987 LOCKPORT OLCOTT ROAD	LOCKPORT	NY	14094
1913	214 LOCKPORT STREET	YOUNGSTOWN	NY	14174
1947	960 HALSEY STREET	BROOKLYN	NY	11233
1962	284 CONNECTICUT STREET	BUFFALO	NY	14213
2010	4046 BROADWAY	NEW YORK	NY	10032
2448	1070 GENESEE STREET	BUFFALO	NY	14211
2541	420 SOUTH BROADWAY	YONKERS	NY	10705
2612	344 AVENUE X	BROOKLYN	NY	11223
2669	2063 BARTOW AVENUE	BRONX	NY	10475
2744	2271 RICHMOND AVENUE	STATEN ISLAND	NY	10314
2771	165-02 BAISLEY BOULEVARD	JAMAICA	NY	11434
3033	963 FAIRMOUNT AVENUE WE	JAMESTOWN	NY	14701
3194	5447 MAIN STREET	WILLIAMSVILLE	NY	14221
3235	2260 JERUSALEM AVENUE	NORTH BELLMORE	NY	11710
3336	149 MARKET STREET	AMSTERDAM	NY	12010
3359	911 MORRIS PARK AVENUE	BRONX	NY	10462
3373	3795 EAST MAIN ROAD	FREDONIA	NY	14063
3411	60 CENTRAL AVENUE	LANCASTER	NY	14086
3454	140 PINE STREET	HAMBURG	NY	14075
3496	6616 LINCOLN AVENUE	LOCKPORT	NY	14094
3500	3636 RANSOMVILLE ROAD	RANSOMVILLE	NY	14131

3521	1410 DELAWARE AVENUE	BUFFALO	NY	14209
3581	85-10 NORTHERN BOULEVARD	JACKSON HEIGHTS	NY	11372
3585	9160 MAIN STREET	CLARENCE	NY	14031
3600	7804 BUFFALO AVENUE	NIAGARA FALLS	NY	14304
3626	158-02 UNION TURNPIKE	FLUSHING	NY	11366
3656	1511 ROUTE 22 SUITE A	BREWSTER	NY	10509
3663	592 EAST 183RD STREET	BRONX	NY	10458
3766	5901 BAY PARKWAY	BROOKLYN	NY	11204
3774	2426-34 EASTCHESTER ROAD	BRONX	NY	10469
3838	40 WEST MAIN STREET	SPRINGVILLE	NY	14141
3844	950-960 SOUTHERN BOULEVARD	BRONX	NY	10459
3856	2865 ELMWOOD AVENUE	KENMORE	NY	14217
3858	901 EAST GUN HILL ROAD	BRONX	NY	10469
3865	218-35 HEMPSTEAD AVENUE	QUEENS VILLAGE	NY	11429
3870	3700-06 JUNCTION BOULEVARD	FLUSHING	NY	11368
3879	6900 4TH AVENUE	BROOKLYN	NY	11209
3958	2002 AVENUE U	BROOKLYN	NY	11229
3978	1679 BEDFORD AVENUE	BROOKLYN	NY	11225
3980	1179 EAST 233RD STREET	BRONX	NY	10466
3983	338 WEST WASHINGTON STREET	BATH	NY	14810
4205	81 1ST AVENUE	NEW YORK	NY	10003
4226	82 NUGENT STREET	SOUTHAMPTON	NY	11968
4246	892-908 FLATBUSH AVENUE	BROOKLYN	NY	11226
4257	3001-27 MERMAID AVENUE	BROOKLYN	NY	11224
4269	6201-23 FOURTH AVENUE	BROOKLYN	NY	11220
4277	115-10 MERRICK BOULEVARD	JAMAICA	NY	11434
4294	4159 WHITE PLAINS ROAD	BRONX	NY	10466
4552	2 WHITNEY AVENUE	FLORAL PARK	NY	11001
4610	89-10 JAMAICA AVENUE	WOODHAVEN	NY	11421
4672	9062 ERIE ROAD	ANGOLA	NY	14006
4688	1849 2ND AVENUE	NEW YORK	NY	10128
4712	9302 3RD AVENUE	BROOKLYN	NY	11209
4733	182 SMITH STREET	BROOKLYN	NY	11201
4738	1631-43 PITKIN AVENUE	BROOKLYN	NY	11212
4768	210 POST AVENUE	WESTBURY	NY	11590
4782	783 MANHATTAN AVENUE	BROOKLYN	NY	11222
4836	245-14 FRANCIS LEWIS BLVD	ROSEDALE	NY	11422
4856	122-02 LIBERTY AVENUE	SOUTH RICHMOND HILL	NY	11419
4861	50 GREAT NECK ROAD	GREAT NECK	NY	11021
4863	144-29 NORTHERN BOULEVARD	FLUSHING	NY	11354
4866	95-14 63RD DRIVE	REGO PARK	NY	11374
4868	71-18 KISSENA BOULEVARD	FLUSHING	NY	11367
4873	55-60 MYRTLE AVENUE	RIDGEWOOD	NY	11385
4876	3823 NOSTRAND AVENUE	BROOKLYN	NY	11235
4893	1950 FULTON STREET	BROOKLYN	NY	11233
4894	605 TITUS AVENUE	ROCHESTER	NY	14617
4902	600 NORTH WELLWOOD AVENUE	LINDENHURST	NY	11757

4928	1863 CENTRAL AVENUE	COLONIE	NY	12205
4935	249 7TH AVENUE	BROOKLYN	NY	11215
4954	7812 FLATLANDS AVENUE	BROOKLYN	NY	11236
4964	26 GRAND CENTRAL TERMINAL	NEW YORK	NY	10017
4969	3050 UNION ROAD	ORCHARD PARK	NY	14127
4981	3131 HEMPSTEAD TURNPIKE	LEVITTOWN	NY	11756
4982	1640 HOPKINS ROAD	WILLIAMSVILLE	NY	14221
4991	109-07 101ST AVENUE	JAMAICA	NY	11419
4998	87 MAIN STREET	MASSENA	NY	13662
7760	2170 FREDERICK DOUGLASS BLVD	NEW YORK	NY	10026
7829	1701 ROUTE 9	CLIFTON PARK	NY	12065
7849	1 CRUM ELBOW ROAD	HYDE PARK	NY	12538
10538	43-68 AMBOY ROAD	STATEN ISLAND	NY	10312
10541	5825-35 BROADWAY	BRONX	NY	10463
10543	21B KNOLLS CRESCENT	BRONX	NY	10463
10545	871 SAW MILL RIVER ROAD	ARDSLEY	NY	10502
10546	180 ROUTE 52	CARMEL	NY	10512
10547	196 EAST HARTSDALE AVENUE	HARTSDALE	NY	10530
10548	47 EAST PROSPECT AVENUE	MOUNT VERNON	NY	10550
10551	701 ROUTE 211 EAST	MIDDLETOWN	NY	10941
10561	961 PORT WASHINGTON BLVD.	PORT WASHINGTON	NY	11050
10568	21-25 BROADWAY	LONG ISLAND CITY	NY	11106
10574	7118 3RD AVENUE	BROOKLYN	NY	11209
10577	8222 18TH AVENUE	BROOKLYN	NY	11214
10579	6423 FORT HAMILTON PKWY.	BROOKLYN	NY	11219
10584	320 SMITH STREET	BROOKLYN	NY	11231
10585	2064 MILL AVENUE	BROOKLYN	NY	11234
10586	2981 OCEAN AVENUE	BROOKLYN	NY	11235
10592	43-20 BELL BLVD.	BAYSIDE	NY	11361
10600	50-15 ROOSEVELT AVENUE	WOODSIDE	NY	11377
10601	60-26 WOODSIDE AVENUE	WOODSIDE	NY	11377
10605	583 GRANDVIEW AVENUE	RIDGEWOOD	NY	11385
10607	102-30 ATLANTIC AVENUE	OZONE PARK	NY	11416
10612	225 FOREST AVENUE	GLEN COVE	NY	11542
10613	498 HEMPSTEAD TURNPIKE	WEST HEMPSTEAD	NY	11552
10614	1910 HEMPSTEAD TURNPIKE	EAST MEADOW	NY	11554
10615	23 EAST PARK AVENUE	LONG BEACH	NY	11561
10618	168 NORTH VILLAGE AVENUE	ROCKVILLE CENTRE	NY	11570
10619	3199 LONG BEACH ROAD	OCEANSIDE	NY	11572
10620	198 WEST MERRICK ROAD	VALLEY STREAM	NY	11580
10621	444 HILLSIDE AVENUE	WILLISTON PARK	NY	11596
10623	1200 DEER PARK AVENUE	NORTH BABYLON	NY	11703
10626	836 SUNRISE HIGHWAY	BAY SHORE	NY	11706
10628	2784 SUNRISE HIGHWAY	BELLMORE	NY	11710
10631	1825 BRENTWOOD ROAD	BRENTWOOD	NY	11717
10632	126-128 JERICHO TURNPIKE	COMMACK	NY	11725
10633	901 MERRICK ROAD	COPIAGUE	NY	11726

10635	577 LARKFIELD ROAD	EAST NORTHPORT	NY	11731
10640	391 WEST MAIN STREET	HUNTINGTON	NY	11743
10641	283 WEST JERICO TURNPIKE	HUNTINGTON STATION	NY	11746
10642	695 EAST JERICO TURNPIKE	HUNTINGTON STATION	NY	11746
10644	18 INDIAN HEAD ROAD	KINGS PARK	NY	11754
10648	5125 MERRICK ROAD	MASSAPEQUA PARK	NY	11762
10650	700-43 PATCHOGUE-YAPHANK ROAD	MEDFORD	NY	11763
10651	335 ROUTE 25A	MILLER PLACE	NY	11764
10652	5507 NESCONSET HWY STE 100	MOUNT SINAI	NY	11766
10655	273 PINE HOLLOW ROAD	OYSTER BAY	NY	11771
10657	397 SUNRISE HIGHWAY	WEST PATCHOGUE	NY	11772
10658	593 OLD TOWN RD.	PORT JEFF STATION	NY	11776
10661	101 MAIN STREET	SAYVILLE	NY	11782
10662	229 INDEPENDENCE PLAZA	SELDEN	NY	11784
10663	65 ROUTE 111	SMITHTOWN	NY	11787
10665	532A UNION BLVD.	WEST ISLIP	NY	11795
10668	23 EASTPORT MANOR ROAD	EASTPORT	NY	11941
10669	50 EAST MONTAUK HIGHWAY	HAMPTON BAYS	NY	11946
10671	864 MIDDLE COUNTRY ROAD	MIDDLE ISLAND	NY	11953
10673	803 MONTAUK HWY UNIT D	SHIRLEY	NY	11967
10680	1483 ROUTE 9	CLIFTON PARK	NY	12065
10681	172 NORTH MAIN STREET	GLOVERSVILLE	NY	12078
10687	83 VANDENBURGH AVE	TROY	NY	12180
10691	1225 WESTERN AVENUE	ALBANY	NY	12203
10700	485 BROADWAY	KINGSTON	NY	12401
10706	804 ROUTE 82	HOPEWELL JUNCTION	NY	12533
10708	103 HAWKINS DRIVE	MONTGOMERY	NY	12549
10712	1604 ROUTE 9	WAPPINGERS FALLS	NY	12590
10714	3350 NORTH ROAD	POUGHKEEPSIE	NY	12601
10717	124 RIDGE STREET	GLENS FALLS	NY	12801
10721	155 BALLSTON AVENUE	SARATOGA SPRINGS	NY	12866
10722	3027 ROUTE 50	SARATOGA SPRINGS	NY	12866
10729	153 GRANT AVENUE	AUBURN	NY	13021
10730	113 DOWNER STREET	BALDWINSVILLE	NY	13027
10733	5335 WEST GENESEE ST STE 20	CAMILLUS	NY	13031
10737	8379 THOMPSON ROAD.	CICERO	NY	13039
10738	1067 STATE ROUTE 222	CORTLAND	NY	13045
10756	1820 TEALL AVE	SYRACUSE	NY	13206
10763	5380 WEST TAFT ROAD	N SYRACUSE	NY	13212
10773	46 KELLOGG ROAD	NEW HARTFORD	NY	13413
10774	4854 COMMERCIAL DRIVE	NEW HARTFORD	NY	13413
10790	511 HOOPER ROAD	ENDWELL	NY	13760
10796	94 CHESTNUT STREET	ONEONTA	NY	13820
10803	201 CONKLIN AVENUE	BINGHAMTON	NY	13903
10804	12983 MAIN ROAD	AKRON	NY	14001
10805	13090 BROADWAY ROAD	ALDEN	NY	14004
10806	4155 WEST MAIN STREET	BATAVIA	NY	14020

10807	601 E. MAIN STREET	BATAVIA	NY	14020
10808	4937 TRANSIT ROAD	DEPEW	NY	14043
10809	4900 BROADWAY	DEPEW	NY	14043
10810	6939 ERIE ROAD	DERBY	NY	14047
10811	1166 CENTRAL AVENUE	DUNKIRK	NY	14048
10812	190 MAIN STREET	EAST AURORA	NY	14052
10813	8079 NORTH MAIN STREET	EDEN	NY	14057
10814	2545 MILLERSPORT HIGHWAY	GETZVILLE	NY	14068
10815	2325 GRAND ISLAND BLVD.	GRAND ISLAND	NY	14072
10816	5999 SOUTH PARK AVENUE	HAMBURG	NY	14075
10817	459 SOUTH TRANSIT STREET	LOCKPORT	NY	14094
10818	1381 NASH ROAD	NORTH TONAWANDA	NY	14120
10819	343 MEADOW DRIVE	NORTH TONAWANDA	NY	14120
10820	4060 NORTH BUFFALO ROAD	ORCHARD PARK	NY	14127
10821	47 NIAGARA STREET	TONAWANDA	NY	14150
10822	2330 NIAGARA FALLS BLVD.	TONAWANDA	NY	14150
10823	12208 N.Y. STATE ROUTE 16	YORKSHIRE	NY	14173
10824	789 TONAWANDA STREET	BUFFALO	NY	14207
10827	2585 MAIN STREET	BUFFALO	NY	14214
10828	2453 ELMWOOD AVENUE	KENMORE	NY	14217
10830	2175 SOUTH PARK AVENUE	BUFFALO	NY	14220
10831	8530 TRANSIT RD	AMHERST	NY	14221
10832	480 EVANS ROAD	WILLIAMSVILLE	NY	14221
10834	1454 UNION ROAD	WEST SENECA	NY	14224
10835	798 HARLEM ROAD	WEST SENECA	NY	14224
10836	2401 GENESEE STREET	CHEEKTOWAGA	NY	14225
10837	3249 SHERIDAN DRIVE	AMHERST	NY	14226
10838	2561 UNION ROAD	CHEEKTOWAGA	NY	14227
10839	1030 PINE AVENUE	NIAGARA FALLS	NY	14301
10842	539 NORTH MAIN STREET	CANANDAIGUA	NY	14424
10843	170 EASTERN BLVD.	CANANDAIGUA	NY	14424
10845	6720 PITTSFORD-PALMYRA ROAD	FAIRPORT	NY	14450
10846	420 HAMILTON STREET	GENEVA	NY	14456
10849	101 SOUTH MAIN STREET	NEWARK	NY	14513
10850	4374 BUFFALO ROAD	NORTH CHILI	NY	14514
10859	1792 NORTH GOODMAN STREET	ROCHESTER	NY	14609
10868	1567 PENFIELD ROAD	ROCHESTER	NY	14625
10874	40 SOUTH ERIE STREET	MAYVILLE	NY	14757
10875	265 NORTH UNION STREET	OLEAN	NY	14760
10877	100 CONHOCTON ST	CORNING	NY	14830
10880	2144 GRAND CENTRAL AVENUE	HORSEHEADS	NY	14845
10881	2898 WESTINGHOUSE ROAD	HORSEHEADS	NY	14845
10886	119 WEST 2ND STREET	ELMIRA	NY	14901
10887	209 MOUNT ZOAR STREET	ELMIRA	NY	14904

EXHIBIT B

Notice of Settlement Agreement between Rite Aid and OSHA,
and Summary of Regionwide Safety and Health Requirements

Rite Aid and OSHA have entered into a written settlement agreement to settle an OSHA citation that resulted from a safety and health inspection at Rite Aid store #10839 in Niagara Falls, New York.

This notice summarizes the safety and health requirements of the settlement agreement. The agreement applies to all stores in New York and New Jersey (“the Stores”), lasts until _____ and concerns safety for employees with reasonably anticipated exposure to blood and other potentially infectious materials (OPIM), aka bloodborne pathogens.

- **Program:** By _____ Rite Aid will develop and implement an Exposure Control Plan setting forth safety precautions for retail employees who may be required to clean up or otherwise handle blood or OPIM as part of their job duties.
- **Training:** Retail employees who may be required to clean up or otherwise handle blood or OPIM will receive training about bloodborne hazards in the workplace. The training will include all information that is required by OSHA regulations regarding how employees can handle blood or other OPIM safely.
- **Free vaccine:** Rite Aid will offer a free hepatitis B vaccination series to all retail employees who may be required to clean up or otherwise handle blood or OPIM as part of their job duties. If other retail employees are exposed to blood or OPIM at work, Rite Aid will promptly offer them a free hepatitis B vaccination series.
- **Other retail employees:** Retail employees who will not be required to clean up or otherwise handle blood or OPIM will be given clear instructions about who to contact for assistance if there is a blood spill or other incident requiring clean up or handling of blood or OPIM.
- **Monitoring:** Rite Aid managers and consultants will monitor Stores for compliance with the above requirements, including through some onsite visits, and will report back to Rite Aid and OSHA about compliance.
- **No Retaliation:** Rite Aid recognizes that all employees have the right to express concerns or provide information about safety issues, to managers or to OSHA, without fear of retaliation.

The settlement agreement’s full text can be found on OSHA’s website at:
