

CONCILIATION AGREEMENT
Between
THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
and
OMNICARE OF NORTHERN ILLINOIS
2313 SOUTH MOUNT PROSPECT ROAD
DES PLAINES, IL 60018
OFCCP CASE NO. R00184328

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the Omnicare of Northern Illinois establishment located at 2313 South Mount Prospect Road in Des Plaines, Illinois 60018 ("ONI"), beginning on July 15, 2013. As a result of this evaluation, OFCCP finds that ONI failed to comply with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations issued pursuant thereto at 41 C.F.R. Chapter 60. OFCCP notified ONI of the initial violations and the corrective actions required in a Notice of Violations ("NOV") issued on May 23, 2017. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for good and valuable consideration described in this document, OFCCP and ONI enter into this contract ("Conciliation Agreement" or "Agreement") and its attachments, and agree to all the terms therein.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for ONI's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce this Agreement itself or to correct and obtain relief for the violations described in Part III if ONI violates any provision of this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. ONI agrees that OFCCP may review ONI's compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. ONI will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or relevant electronic reports requested.
3. ONI understands that nothing in this Agreement relieves ONI of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.

4. ONI agrees that it will not harass, intimidate, threaten, discriminate, or otherwise retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding on the parties and it supersedes all prior written or oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties.
7. If one or more provisions of this Agreement are deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Acting Regional Director of the Midwest Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within forty-five (45) calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) calendar days after ONI submits its report required in Part IV below, unless OFCCP notifies ONI in writing prior to the expiration date that ONI has failed to fulfill all of its obligations under this Agreement, in which case, this Agreement is automatically extended until the date that OFCCP determines ONI has met all of its obligations under this Agreement.
10. If ONI violates this Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that ONI violated any term of the Agreement while it was in effect, OFCCP will send ONI a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) ONI will have fifteen (15) calendar days from receipt of the notice to respond in writing, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If ONI is unable to demonstrate that it has not violated this Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

- B. ONI may be subject to the sanctions set forth in Section 209 of the Executive Order 41 C.F.R. § 60-1.27 and/or other appropriate relief for violation of this Agreement.
11. This Agreement does not constitute an admission or denial by ONI of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that ONI violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. COMPENSATION DISCRIMINATION

- A. Violation: As of at least April 1, 2013, OFCCP found that ONI discriminated against Asians employed in pharmacy technician positions by paying them less than similarly situated employees. OFCCP performed a regression analysis, based on information gathered during the compliance review, and found statistically significant pay disparities after controlling for legitimate explanatory factors. After examining personnel records and interviewing managers, human resources personnel, employees and selecting officials, as well as considering anecdotal evidence gathered during the investigation, OFCCP determined that ONI's practice of paying Asians less was based on race and not based on legitimate explanatory factors. Accordingly, OFCCP finds that ONI has discriminated against 132 Asian pharmacy technicians because of their race, in violation of 41 C.F.R. § 60-1.4(a)(1).

B. NOTICE TO CLASS MEMBERS

- 1. For purposes of this Agreement only, the affected Class members ("Class Members") identified by OFCCP are 132 Asian pharmacy technicians. These Class Members are identified on Attachment A to this Agreement.
- 2. Within sixty (60) calendar days of the Effective Date of this Agreement, ONI will notify all Class Members of the terms of this Agreement by mailing a first class, certified, return-receipt requested letter and regular mail to each Class Member. The mailing must include the: Notice to Affected Class Members (Attachment B, "Notice"), Information Verification Form (Attachment C, "Verification Form"), a Release of Claims Under Executive Order 11246 Form (Attachment D, "Release"), and a postage paid, self-addressed return envelope. Each employee Class Member (or his/her legal representative in the event that he/she is deceased) shall be given one hundred eighty-five (185) days from the effective date of the Agreement to respond by returning the completed Verification Form and Release to ONI. Any response postmarked by the one hundred eighty-fifth (185) day from the effective date of the Agreement shall be considered to have been submitted within the one hundred eighty-five (185)-day period.
- 3. Within sixty (60) days of mailing the Notice, Verification Form and Release to all Class Members, ONI shall provide OFCCP with the following:

- a. Via overnight mail and/or email, copies of all completed Verification Forms and Releases returned to ONI from the first mailing and the envelopes bearing a postmark date;
 - b. Via overnight mail and/or email, a list of any Class Members who did not respond at all to the Notice or whose Verification Forms and Releases were returned to ONI as undeliverable, as well as evidence showing the documents were returned as undeliverable;
 - c. Via overnight mail and/or email, an MS Excel file containing the name, Employee ID number, social security number, last known address, last known phone number, and last known email address in separate columns for any Class Members who did not respond at all to the Notice or whose Verification Forms and Releases were returned to ONI as undeliverable; and
4. Upon receipt of the list and MS Excel file of any Class Members who did not respond at all to the Notice or whose Verification Form and Release was returned to ONI as undeliverable, OFCCP shall attempt to verify the current addresses of the Class Members identified on the list. Within fifteen (15) days of its receipt of such list, OFCCP shall provide ONI, via email, a list of those Class Members identified on ONI's list for whom OFCCP was able to verify current addresses.
5. Within twenty (20) days of receiving OFCCP's list, ONI will mail to each Class Member for whom OFCCP was able to verify a current address, copies of the Notice, Verification Form and Release, postage prepaid, address correction requested ("Second Mailing"). Each such Class Member (or his/her legal representative in the event that he/she is deceased) shall be given one hundred eighty-five (185) days from the effective date of the Conciliation Agreement to respond by returning the completed Verification Form and Release to ONI. Any response postmarked by the one hundred eighty-fifth (185th) day from the effective date of the Conciliation Agreement shall be considered to have been submitted within the one hundred eighty-five (185)-day period.
6. ONI will compile a list of all Class Members who have submitted completed Verification Forms and Releases in accordance with the instructions in the Notice and within the relevant timeframes for either the initial mailing or the Second Mailing. Said list shall constitute the "Final List."
7. Within two hundred (200) days of the effective date of the Conciliation Agreement, ONI shall submit to OFCCP, via overnight mail and/or email, the Final List and copies of all completed Verification Forms and Releases not previously submitted to OFCCP.
8. If OFCCP believes any Class Member should be included on the Final List but is not, it shall notify ONI in writing, via email, and identify such Class Members within fifteen (15) days of its receipt of the Final List. In such written notification, OFCCP shall provide ONI the reasons why it believes any Class Member should be included

on the Final List. The parties will make every effort and negotiate in good faith to resolve any dispute between them about inclusion or exclusion of any Class Member on the Final List. Any Class Members whom the parties agree will be added to the Final List pursuant to this paragraph will be added no later than thirty-five (35) days after OFCCP's receipt of the Final List.

9. The individuals on the Final List, including any amendments made to the Final List pursuant to Paragraph 8 above, shall be referred to as Eligible Class Members and shall be entitled to a monetary recovery.
10. Class Members who do not respond to the Notice at all shall not be entitled to any relief described herein. Class Members who complete the Verification Form and Release but return them to ONI after the prescribed timeframes shall not be entitled to any relief.

C. SETTLEMENT FUND

1. In settlement of all claims for back pay and interest, to the affected class, ONI agrees to pay to the Eligible Class Members the amount of \$270,720.00 in back pay and \$29,280.00 in interest.
2. Within thirty (30) days after the Effective Date, ONI will deposit a total of \$300,000.00 in a separate account at a FDIC-insured banking institution. ONI will notify OFCCP no later than ten (10) days after this action is complete and will provide appropriate documentation to OFCCP at that time, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. In addition, upon written request, ONI will provide OFCCP, within twenty (20) days of receiving such a request, with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account.
3. Within thirty (30) days of OFCCP's receipt of the Final List of Eligible Class Members, OFCCP will calculate the total amount owed each Class Member to include back pay, and interest on such back pay, and send such list to ONI. The amounts owed to each Class Member will be calculated based on length of service at ONI during the following period: **April 1, 2011** (or the day the employee was hired if hired after April 1, 2011) through **August 9, 2016** (or the employee's termination date if it occurred prior to August 9, 2016). Included on this list will be each Eligible Class Member's proportionate percentage of the Settlement that the Eligible Class Member will receive pursuant to the Agreement ("Proportionate Percentage"). Within thirty (30) days of receiving the same, ONI will take the following actions:
 - a. Pay each Eligible Class Member who is employed by ONI at the time the amounts determined by OFCCP in the manner in which the Eligible Class Member is normally paid his/her regular salary (e.g. direct deposit, check), subject to all lawful deductions as set forth in paragraph 4 below; and

- b. Mail a check to all other Eligible Class Members in the respective amounts subject to all lawful deductions as set forth in paragraph 4 below.
4. ONI shall make all legal deductions required by law (e.g., federal, state, and/or local taxes and FICA) and shall pay to the Internal Revenue Service the employer's share of Social Security withholding attributable to the funds paid to each Eligible Class Member that is designated as back pay. At the time ONI provides its employees with Form W-2s, ONI shall also mail a Form W-2 to each Eligible Class Member who is not employed by ONI. For any portion designated as interest, ONI will not make any deductions and will issue a Form 1099 at the same time it issues the Form W-2.
5. Within forty-five (45) days of making the payments as set forth in paragraphs 3 and 4 above, ONI will provide OFCCP with:
 - a. Payroll stubs or the equivalent verifying that ONI has paid Eligible Class Members who are employed by ONI, pursuant to Part III.1.C.3.a above;
 - b. Copies of all cancelled checks from Eligible Class Members who were mailed checks pursuant to Part III.1.C.3.b. above that have been received by ONI as of such time; and
 - c. All other cancelled checks and all checks returned as undeliverable at the end of each subsequent thirty-day period during which any such cancelled and/or returned checks are received, up to 120 days after the date of mailing checks to Eligible Class Members as set forth in Part III.1.C.3.
6. OFCCP will have thirty (30) days from receipt of any checks returned as undeliverable to an Eligible Class Member to locate the specific Eligible Class Member and to inform ONI of a corrected address so that the check may be re-mailed. ONI will re-mail the check by certified mail within fifteen (15) days of receiving from OFCCP the corrected address.
7. Any check sent to an Eligible Class Member which remains uncashed one hundred twenty (120) days after either the date the check was initially mailed or the date the check was re-mailed shall be void. Further:
 - a. Any amount of money remaining in the Settlement Fund due to uncashed or undeliverable checks ("Residual Amount") shall be shared among all Eligible Class Members for whom payment was deposited or who cashed checks sent to them if such payment would exceed \$200 per Class Member. Any balance remaining in the fund shall revert to Omnicare and be used to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide under Executive Order 11246, Section 503, and VEVRAA;
 - b. Payment of shares of any Residual Amount shall be made in the manner specified in Part III.1.C.3 and Part III.1.C.5.; and

- c. ONI shall provide written verification of any residual amount that is in the Settlement Fund just prior to making the payments described in this paragraph, in the form of a bank statement or other similar document provided by the financial institution holding the Settlement Fund.

D. SALARY ADJUSTMENTS

1. Within one hundred eighty (180) days of the Effective Date, ONI will conduct a compensation analysis for pharmacy technicians at the Des Plaines, IL facility. ONI's analysis will be conducted in accordance with generally accepted statistical standards and utilize those job-related factors that significantly correlate with pay.

ONI will provide the compensation database (in MS Excel format) used in the analysis to OFCCP. ONI will provide OFCCP with information necessary for the Agency to replicate the company's compensation analysis, including, but not limited to, the factors used and a narrative discussing the results.

ONI will investigate and remedy any statistically significant compensation disparities identified by ONI and/or OFCCP based on race or ethnicity that cannot be explained by legitimate factors, through salary adjustments.

E. NON-MONETARY REMEDIES FOR AFFECTED CLASS

1. Equal Employment Opportunities. ONI will ensure that all employees are afforded equal employment opportunities with respect to ONI's policies and practices that affect compensation. ONI agrees to continue or to implement the corrective actions detailed below.
2. Evaluation. For pharmacy technicians, ONI will evaluate whether starting salaries, salary increases, promotion decisions, performance evaluation ratings, procedures for assigning work, the availability of training opportunities, leave policies, steering applicants into low paying jobs, and/or limiting the opportunity to transfer to better jobs have a disproportionately negative effect on the compensation of Asians.
3. Revised policies and procedures. ONI must review and, as necessary, revise its compensation practices and establish monitoring and oversight mechanisms to ensure that all aspects of its compensation system provide an equal opportunity to all of its employees, regardless of race, ethnicity, or gender, as required by 41 C.F.R. § 60-1.4(a). All revised pay practices must ensure nondiscrimination in rate of pay and other forms of compensation.
4. Training. ONI must provide training to the following positions:

Advisor, HR Bus Partner LTC, Omnicare HR

Director, Clinical Ops LTC
 General Manager, Ops LTC
 Lead, CIC Follow-up LTC
 Lead, CIC Initiation LTC
 Lead, Maintenance LTC
 Lead, Order Entry
 Manager, Rx Back End LTC
 Manager, RX Front End LTC
 Manager, Therap Interchange LTC
 Pharmacist in Charge, LTC
 Pharm Tech Ld 1, Cycle Fill LTC
 Pharm Tech Ld 1, Pick LTC
 Pharm Tech Ld 1, Pkg LTC
 Pharm Tech Ld 1, Stg LTC
 Pharm Tech Ld 2, Mach Pkg LTC
 Pharm Tech Ld 2, OE LTC
 Pharm Tech Ld 2, Omnicell LTC
 Pharm Tech Ld 3, Narc LTC
 Sr Manager, CIC LTC
 Sr Manager, HR Bus Partner, Omnicare HR
 Sr Manager, Prof Services LTC
 Supervisor, Order Entry LTC
 Supervisor, Purch & Rcvng LTC
 Supervisor, Triage LTC

This training will include subjects of equal employment opportunity rights and responsibilities, and training on any new policies and practices in effect pursuant to Part III.1.A.

5. Self-monitoring/Auditing. ONI will monitor base salary for employees in pharmacy technician positions for any indication of statistically significant disparities based on gender, ethnicity and/or race and will investigate and remedy any such inequity that cannot be explained by legitimate factors, through salary adjustments.

ONI expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities.

6. Recordkeeping. Pursuant to 41 C.F.R. § 60-1.12, ONI will ensure its managers properly maintain all records on the revised compensation policies and procedures, including any associated underlying data.

2. FAILURE TO PERFORM AN IN-DEPTH ANALYSIS OF ITS TOTAL EMPLOYMENT PROCESS

- A. Violation: During the period April 1, 2012, through March 31, 2013, OFCCP found ONI failed to perform in-depth analyses of its total employment process to determine whether

and where impediments to equal employment opportunity exist in violation of 41 C.F.R. § 60-2.17(b). Specifically, ONI failed to evaluate its compensation system to determine whether race or ethnicity-based disparities existed.

Remedy: ONI will perform in-depth analysis of its compensation systems to determine whether there are race-, or ethnicity-based disparities amongst pharmacy technician roles.

ONI will incorporate this analysis into the Identification of Problem Areas section of the now-current Affirmative Action Programs (“AAPs”). ONI will update this analysis annually and incorporate it into ONI’s future AAPs.

PART IV. REPORTS REQUIRED

1. ONI will submit the documents and report described below to:

Michael J. Thomas
District Director
U.S. Department of Labor, OFCCP
Chicago District Office
230 S. Dearborn St, Suite 434
Chicago, IL 60604

- A. ONI will submit all documents and information referenced in Parts III and IV of this Agreement within the prescribed timeframes.
- B. ONI will submit one progress report. The first report will be two hundred ten (210) days from the effective date of this Agreement. ONI will submit the following in the progress report:
 1. As described in Part III.1 of this Agreement:
 - a. The compensation database and all additional information identified in Part III.1.D.1;
 - b. The analysis, by race and ethnicity, of employees’ pay in pharmacy technician positions identifying any differences in pay, and;
 - c. If differences that cannot be explained by legitimate factors are identified by ONI and/or OFCCP, documentation of pay adjustments to eliminate the differences. The documentation will include the amount of each adjustment, the date each adjustment will be/was made, and the race and ethnicity of each individual receiving an adjustment.
 2. A copy of any written revised compensation policies and practices described in part III.1.E.3 of this Agreement.
 3. Copies of all documents showing ONI has taken the corrective actions specified under Part III.1.E.2 and 3 of this Agreement.
 4. Documentation that all managers, supervisors, and other personnel involved

in making compensation decisions for pharmacy technicians have received training on any revised compensation policies developed or provided under Part III.1.E of this Agreement. The documentation will include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, and the name and job title of each person who conducted the training.

5. If the amount of money remaining in the Settlement Fund due to uncashed or undeliverable checks ("Residual Amount") pursuant to Part III.1.C.7.A of this Agreement does not exceed \$200 per Class Member, documentation that training in equal employment opportunity was provided to ONI's personnel. The documentation will include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, and the name and job title of each person who conducted the training.
2. ONI agrees to retain all records relevant to the violations cited in Part III above and the reports submitted or created in compliance with this Agreement. ONI will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

PART V. SIGNATURES

The person signing this Agreement on behalf of Omnicare of Northern Illinois personally warrants that he or she is fully authorized to do so, that Omnicare of Northern Illinois has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Omnicare of Northern Illinois.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Omnicare of Northern Illinois, located at 2313 South Mount Prospect Road, Des Plaines, IL 60018.

(b) (6), (b) (7)(C)

David W. Purdy
Vice President, Operations, Long Term Care,
Midwest Region
Omnicare

Date: 9/20/18

(b) (6), (b) (7)(C)

Compliance Officer
OFCCP, Chicago District Office

Date: 9/24/2018

(b) (6), (b) (7)(C)

Michael J. Thomas
District Director
OFCCP, Chicago District Office

Date: 9/24/2018

(b) (6), (b) (7)(C)

Adam Young
Assistant District Director
OFCCP, Chicago District Office

Date: 9/24/2018

(b) (6), (b) (7)(C)

Carmen Navarro
Acting Regional Director
OFCCP, Midwest Region

Date: 9/24/2018

**ATTACHMENT A
LIST OF CLASS MEMBERS**

Count	Employee ID No.	Total Remedy (minimum)	Interest	Back pay
1	(b) (6), (b) (7)(C)			
2				
3				
4				
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11				
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Count	Employee ID No.	Total Remedy (minimum)	Interest	Back pay
36	(b) (6), (b) (7)(C)			
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Count	Employee ID No.	Total Remedy (minimum)	Interest	Back pay
75	(b) (6), (b) (7)(C)			
76				
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83				
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112				

Count	Employee ID No.	Total Remedy (minimum)	Interest	Back pay
113	(b) (6), (b) (7)(C)			
114				
115				
116				
117				
118				
119				
120				
121				
122				
123				
124				
125				
126				
127				
128				
129				
130				
131				
132				
Total:		\$300,000.00	\$29,280.00	\$270,720.00

ATTACHMENT B

**NOTICE TO AFFECTED CLASS
MEMBERS**

Dear [NAME]:

Omnicare of Northern Illinois ("ONI") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement (the "Agreement") to remedy the violations of Executive Order 11246 (E.O. 11246), that OFCCP found during a compliance review of Omnicare's facility located at 2313 South Mount Prospect Road, Des Plaines, Illinois 60018. OFCCP's analysis showed that since April 1, 2013, Asians in pharmacy technician positions were paid significantly less per year than Whites in the same positions. ONI denies any violation of E.O. 11246 and there has not been any adjudicated finding that ONI violated any laws. OFCCP and ONI entered into this Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who currently work or have previously worked in pharmacy technician positions between April 1, 2012 to March 31, 2013. Under this Agreement, you may be eligible to receive a payment of at least \$XXXX (less deductions required by law). Under the terms of this Agreement it may take up to six months or more from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and timely return the enclosed Information Verification Form and Release of Claims Under Executive Order 11246 Form.

This form should be mailed as soon as possible and must be postmarked to the address below no later than [INSERT DATE], which is one hundred eighty-five (185) days after the effective date of the Agreement, for you to be entitled to participate in this settlement:

Mark Cook
Director, Human Resources
Omnicare
900 Omnicare Center, 201 East 4th Street, Cincinnati, OH 45202

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release.

If you have any questions you may call Mark Cook at Omnicare at (513) [REDACTED] or OFCCP Compliance Officer [REDACTED] at (312) [REDACTED]. Your call will be returned as soon as possible.

If you fail to complete and return the enclosed document(s) to Omnicare by [INSERT DATE], which is one hundred eighty-five (185) days after the effective date of the Agreement, you will forfeit any rights to participate in this settlement and will not be eligible to receive a payment.

Sincerely,

Mark Cook
Director, Human Resources

Enclosures:
Information Verification Form
Release of Claims Under Executive Order 11246 Form

ATTACHMENT C

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement between Omnicare of Northern Illinois (“Omnicare”) and the Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”). Please print legibly, except for the signature.

Printed Name: _____

Address: _____

Telephone Numbers:

Home: _____

Cell: _____

Work: _____

For purposes of this settlement, it is necessary to verify your race/ethnicity.

Caucasian [] African American/Black [] Hispanic [] Asian/Pacific Islander []
American Indian/Alaska Native []

Please notify Omnicare at the address below if your address or phone number changes within the next twelve months.

Mark Cook
Director, Human Resources
Omnicare
900 Omnicare Center, 201 East 4th Street, Cincinnati, OH 45202

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW NO LATER THAN [INSERT DATE], WHICH IS ONE HUNDRED EIGHTY-FIVE (185) DAYS AFTER THE EFFECTIVE DATE OF THE CONCILIATION AGREEMENT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

I, (print name) _____, certify the above is true and correct.

Signature

Date

ATTACHMENT D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Omnicare of Northern Illinois ("Omnicare") paying you money, you agree that you will not file any lawsuit against Omnicare for alleging a violation of Executive Order 11246 in its compensation of Asian employees in pharmacy technician positions. It also says that Omnicare does not admit it violated Executive Order 11246. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money from the settlement between the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and Omnicare.

In consideration of the payment of at least \$XXXX (less deductions required by law) by Omnicare to me, which I agree is acceptable, I (print name) _____ agree to the following:

I.

I hereby waive, release and forever discharge Omnicare, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my compensation as a pharmacy technician on the basis of my race at any time prior to the date of my signature on this Release.

II.

I understand that Omnicare denies that it treated me unlawfully or unfairly in any way and that Omnicare entered into a Conciliation Agreement with OFCCP and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on July 15, 2013. I further agree that the payment of the aforesaid sum by Omnicare to me is not to be construed as an admission of any liability by Omnicare.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to Omnicare by [INSERT DATE], which is within one hundred eighty-five (185) days of the effective date of the

Conciliation Agreement, I will not be entitled to receive any payment (less deductions required by law) from Omnicare.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 20__.

Signature _____