

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

ANA J. SANTIAGO
Plaintiff

v.

FARMACIA LUGO, INC.
Defendant

CIVIL NO.: 17-1997 (FAB)

SETTLEMENT AGREEMENT
Between Ana Santiago and Farmacia Lugo

Ana J. Santiago v. Farmacia Lugo (District of Puerto Rico)

Case No. 3:17-cv-01997 (FAB)

U.S. Department of Justice DJ# 170-USE-65-12

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1. This Settlement Agreement ("Agreement") is entered between Ana Santiago ("Santiago") and Farmacia Lugo (collectively, the "Parties"), to effectuate a compromise and settlement of all claims in the above-captioned case.
 2. This action was commenced in the United States District Court for the District of Puerto Rico, alleging that Farmacia Lugo violated the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), 38 U.S.C. §§ 4301, et. seq. The United States Department of Justice ("DOJ") represents Santiago in this matter pursuant to 38U.S.C. § 4323.
 3. Santiago is a member of the U.S. Army Reserve; and began her service on March 28, 2012. On May 3, 2013, Santiago began her employment with Farmacia Lugo as a pharmacy technician. In March 2014, Ramon A. Lugo-Castillo, assumed responsibility for the day-to-day operations of Farmacia Lugo. On multiple occasions during her employment with Farmacia Lugo, Santiago was responsible for performing military service obligations that required her to be absent from work for periods of one weekend up to seven days. Prior to each period of absence due to military service, Santiago gave proper notice to Farmacia Lugo management of her military orders.
 4. USERRA prohibits an employer from discriminating or retaliating against an employee or applicant for employment because of such person's past, current, or future military obligations. DOJ alleges that Farmacia Lugo discriminated against Santiago, in violation

of USERRA, 38 U.S.C. §§ 4311(a), by terminating her on November 11, 2015 based on her military service allegations.

5. Farmacia Lugo denies that it has violated USERRA and maintains that it has complied with the law.
6. The Parties intend that this Agreement be a final and binding resolution of all claims alleged in the Complaint filed in this case and all other claims Santiago may have against Farmacia Lugo.

NON-ADMISSION

7. This Agreement is being entered into with the consent of the Parties in order to amicably resolve their dispute and to avoid the expenses and risks of litigation. It shall not constitute an admission by Farmacia Lugo of liability or any violations of USERRA.

COMPLIANCE WITH USERRA

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8. Farmacia Lugo shall comply with all of the provisions of USERRA; and shall not take any action against any person, including but not limited to Santiago, that constitutes retaliation or interference with the exercise of such person's rights under USERRA because such person gave testimony, provided assistance, or participated in any manner in an investigation in connection with this matter.

REMEDIAL AND INJUNCTIVE REQUIREMENTS

9. Without admitting the allegations set forth in the Complaint, and in resolution of all claims raised therein, Farmacia Lugo agrees, that prior to or within thirty (30) calendar days from the entry of this Agreement (the date upon which the Parties, or their representatives, sign the Agreement), it shall pay Santiago (or cause to be paid) to Santiago a total sum of four thousand five hundred dollars (\$4500.00), less applicable withholdings and deductions, (the "Settlement Amount") in the form of a certified bank check pursuant to the following requirements:
 - a. The Settlement Amount funds shall be attributable to lost wages, including back pay.
 - b. Farmacia Lugo shall deduct from the Settlement Amount all applicable withholding taxes and other payroll deductions that Farmacia Lugo is required to make from wage payments to employees.
 - c. Farmacia Lugo shall be responsible for separately paying the employer's contribution to Social Security and Medicare due on the back pay amount, and the employer's contribution shall not be deducted from the overall Settlement

Amount. Farmacia Lugo further agrees that it will pay all monies withheld from the back pay award to the appropriate governmental agencies.

- d. Farmacia Lugo shall mail the Settlement Amount check, made payable to Ana Santiago, in the amount of four thousand five hundred dollars (\$4500.00), together with proof of withholding on the back pay award, via overnight delivery service to:

Andrew G. Braniff
Special Litigation Counsel
U.S. Department of Justice
Civil Rights Division
Employment Litigation Section
950 Pennsylvania Avenue, N.W.
Patrick Henry Building, Room 4607
Washington, DC 20530

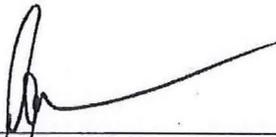
- e. Upon receipt, Mr. Braniff will distribute the check to Santiago.

- f. Also within thirty (30) calendar days following the date of entry of this Agreement, Farmacia Lugo will send Santiago any and all required tax forms relating to her back pay, including but not limited to, a W-2 as appropriate, to the following address:

Ana Santiago
P.O. Box 623
Pompano Beach, Florida 33601

10. For and in consideration of the remedial relief being provided to him as described in paragraph 10 of this Settlement Agreement, Santiago releases and discharges Farmacia Lugo from the allegations raised in her USERRA claim, Civil Case No. 3:17-cv-01997 (FAB)..
11. Within 5 (five) days of the receipt of the check, Santiago will file a stipulation of dismissal, with prejudice, in Civil Case No. 3:17-cv-01997 (FAB) (D. PR Filed July 25, 2017). In addition, Santiago shall direct the Department of Justice to close its investigation of USERRA Case No. VETS No. PR-2016-00003-10-R and notify Defendant of this closure.
12. This release and discharge of claims is subject to Defendant's compliance with the terms of this Agreement.
13. Santiago agrees to accept four thousand five hundred dollars (\$4500.00) in full settlement and satisfaction of all USERRA claims that have arisen or could arise from her employment with Farmacia Lugo.

- 14. The Parties agree that the settlement amount of four thousand five hundred dollars (\$4500.00) represents the entire amount of the settlement and that the Parties will each bear their own attorney's fees, costs, fees, and expenses.
- 15. The persons signing this Agreement warrant and represent that they possess full authority to bind the persons/entities on whose behalf they are signing to the terms of the settlement.
- 16. If any provision of this Agreement is found to be unlawful, only the specific provision in question shall be affected, and the other provisions will remain in full force and effect.
- 17. This Agreement constitutes the entire agreement and commitment of the Parties. Any modifications to this Agreement must be mutually agreed upon and memorialized in writing and signed by the Parties.



LUIS RAFAEL RIVERA, ESQ.
(USDC-PR No. 129411)
Signing on behalf of Defendant

Executed this 7th of January, 2019.

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AUSA DAVID O. MARTORANI-DALE
(USDC-PR No. 226004)
Signing on Behalf of the Plaintiff

Executed this 7th of January, 2019.

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