

UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION

EUGENE SCALIA, Secretary of Labor,	:	
United States Department of Labor	:	
	:	
Complainant,	:	
	:	OSHRC Docket Nos.
	:	19-1010
	:	19-0831
vs.	:	19-1470
	:	19-1032
	:	19-1708
TARGET CORPORATION,	:	19-1147
	:	20-0222
Respondent.	:	20-0223

SETTLEMENT AGREEMENT

I. Scope and Intent of Settlement Agreement

Complainant, Secretary of Labor, United States Department of Labor ("Complainant") and Target Corporation ("Respondent" or "Target") hereby stipulate and agree that:

1. On May 31, 2019 (Docket No. 19-1010), April 29, 2019 (Docket No. 19-0831), December 31, 2019 (Docket No. 20-0223), August 28, 2019 (Docket No. 19-1470), May 21, 2019 (Docket No. 19-1032), December 31, 2019 (Docket No. 20-0222), September 23, 2019 (Docket No. 19-1708), and June 14, 2019 (Docket No. 19-1147), Respondent was issued Citations and Notifications of Proposed Penalties for alleged violations of the Occupational Safety and Health Act of 1970, 29 USC §§ 651, et seq., ("the Act").

2. Respondent, an employer within the meaning of Section 3(5) of the Act, duly and timely filed with a representative of Complainant notices of intent to contest the Citations and Notifications of Proposed Penalties. These notices of intent to contest were duly transmitted to the Occupational Safety and Health Review Commission ("Commission") and it is agreed that jurisdiction of this proceeding is conferred upon said Commission by Section 10(c) of the Act.
3. Complainant filed Complaints in each of the above-referenced docket numbers stating with particularity the alleged violations, the penalties proposed and the issues in contest before the Commission.
4. Respondent duly and timely filed Answers to the Complaints in each case in response to each such Complaint.
5. Complainant and Respondent (individually, "Party" and collectively, "the Parties") agree in this Settlement Agreement ("Agreement") to resolve in full and as described below all matters in the cases identified by the above-referenced docket numbers.
6. The Parties also agree to certain procedures and/or actions (collectively, "Enhanced Abatement or Other Actions"), and other terms described in this Agreement.

II. Settlement, Abatement, and Amendment of Citations And Items

Based upon the Parties' recitals and agreement, Complainant and Respondent agree to the following in full and final settlement of the above-referenced cases:

1. In OSHRC Docket No. 19-1010, Complainant makes no amendment to Citation 1, Item 1 and maintains a total penalty of \$113,660.

2. In OSHRC Docket No. 19-0831, Complainant hereby amends the citations, items and Complaint, to withdraw and vacate, with prejudice, Citation 1, Item 1a, Citation 1, Item 1b, and Citation 2, Item 1a and the penalties proposed for those citations and items; and to reclassify Citation 2, Item 1b as Serious (non-repeat). Complainant hereby also amends the proposed penalties set forth in the citations, items, and Complaint, to reflect an amended proposed penalty of \$41,674 to be apportioned for settlement purposes as set forth below:

<u>CITATION NO.</u>	<u>ITEM NO.</u>	<u>ORIGINAL PROPOSED PENALTY</u>	<u>DISPOSITION</u>	<u>AMENDED PROPOSED PENALTY</u>
1	1a	\$10,419	Vacated	\$0
1	1b	Grouped with Citation 1, Item 1a	Vacated	\$0
2	1a	Grouped with Citation 2, Item 1b	Vacated	\$0
2	1b	\$41,674	Reclassified as Serious	\$41,674
TOTAL		\$52,093		\$41,674

3. In OSHRC Docket No. 20-0223, Complainant hereby amends the citations, items and Complaint, to reclassify Citation 1, Item 1 as “Other Than Serious,” and amends the proposed penalty set forth in Citation 1, Item 1 to reflect an amended penalty of \$7,000;

to reclassify Citation 2, Item 1 as “Repeat” and amends the proposed penalty set forth in Citation 2, Item 1 to reflect and amended penalty of \$60,000.

4. In OSHRC Docket No. 19-1470, Complainant hereby amends the proposed penalty set forth in Citation 1, Item 1 to reflect an amended penalty of \$10,000.
5. In OSHRC Docket No. 19-1032, Complainant hereby amends the citations, items and Complaint, to withdraw and vacate, with prejudice, Citation 1, Item 1 and the penalties proposed for that citation and item; and hereby amends the proposed penalty set forth in Citation 2, Item 1 to reflect and amended penalty of \$60,000.
6. In OSHRC Docket No. 20-0222, Complainant hereby amends the citation, item and Complaint, to reclassify Citation 1, Item 1 as “Repeat” and amends the proposed penalty set forth in Citation 1, Item 1 to reflect and amended penalty of \$60,000.
7. In OSHRC Docket No. 19-1708, Complainant hereby amends the citations, items and Complaint, to amend the proposed penalty set forth in Citation 1, Item 1 to reflect an amended penalty of \$48,000; and to reclassify Citation 1, Item 2 as “Other Than Serious” and amends the proposed penalty set forth in Citation 1, Item 2 to reflect and amended penalty of \$416.
8. In Docket No. 19-1147, Complainant hereby amends the citations, items and Complaint, to withdraw and vacate, with prejudice, Citation 1, Item 1, Citation 1, Item 4, Citation 2, Item 3, Citation 2, Item 4, Citation 3, Item 1, and the penalties proposed for those citations and items; to reclassify Citation 1, Item 2 and Citation 1, Item 3 as “Other Than Serious” and amends the proposed penalty set forth in Citation 1, Item 2 and Citation 1,

Item 3 to reflect an amended penalty of \$2,000 for each item; and to group Citation 2, Item 2 with Citation 2, Item 1 and amends the proposed penalty to reflect an amended penalty of \$60,000. The citations, items, and Complaint, are amended as summarized below and a total amended proposed penalty of \$64,000 to be apportioned for settlement purposes as follows:

<u>CITATION NO.</u>	<u>ITEM NO.</u>	<u>ORIGINAL PROPOSED PENALTY</u>	<u>DISPOSITION</u>	<u>AMENDED PROPOSED PENALTY</u>
1	1	Serious, \$6,251	Vacated	\$0
1	2	Serious, \$8,335	Reclassified as Other Than Serious	\$2,000
1	3	Serious, \$8,335	Reclassified as Other Than Serious	\$2,000
1	4	Serious, \$8,335	Vacated	\$0
2	1	Repeat, \$104,192	Amended	\$60,000
2	2	Repeat, \$31,257	Grouped with Citation 2, Item 1	\$0
2	3	Repeat, \$416	Vacated	\$0
2	4	Repeat, \$416	Vacated	\$0
3	1	Other Than Serious, \$1,000	Vacated	\$0
TOTAL		\$168,537		\$64,000

9. Based on the above, the amendments and understandings contained in this Agreement, Respondent withdraws its notices of intent to contest as to the original citations, items, abatement matters and dates, and proposed penalties, which are now modified by this

Agreement, and the Parties agree to the entry of a final and enforceable Order of the Commission consistent with the terms of this Agreement.

10. All of the violations alleged in the citations that are not being vacated have been abated at the above inspection sites referenced in the Citations and Notification of Penalty (“Inspection Sites”) and no further abatement proofs, documents, or certifications are required for any of the citations and items as amended by this Agreement, except as expressly noted in this Agreement. Nonetheless, within twenty (20) business days of the Parties’ execution of this Agreement, Respondent will provide Complainant with photographs documenting the state of the backrooms at the Inspection Sites.
11. The Parties agree that the citations and items are amended to include the terms of this Agreement and that the Enhanced Abatement or Other Actions set forth in this Agreement shall be considered satisfactory abatement of and response to the violations alleged in the citations.

III. Enhanced Abatement or Other Actions

1. Respondent further states that it has implemented or will implement the following Enhanced Abatement or Other Actions at all of Respondent’s retail stores in the States of New York, Massachusetts, Connecticut and New Jersey (the “Covered Worksites”)” (see current list of applicable Store Numbers, attached hereto as Exhibit A).
 - a) Outside Assessment Vendor and Backroom Assessment – A third-party vendor (“Assessment Vendor”) shall perform an unannounced inspection, using observation and a standard set of inquiries, to be completed in writing, at each of the Covered Worksites to assess that backroom emergency exits are unobstructed

and pathways leading to those exits are at least 28 inches wide¹ at all points (“Backroom Assessment”) in accordance with the requirements of the applicable standards for a period of twenty-four (24) months, as follows:

- i. No prior warning or announcement shall be made by the Assessment Vendor to a Covered Worksite prior to visiting that Covered Worksite to perform a Backroom Assessment.
- ii. Respondent agrees to complete Backroom Assessments at all of the Covered Worksites such that the Assessment Vendor will visit at least once, within the twelve (12) months after the Parties’ execution of this Agreement, every one of the Covered Worksites. Following this first twelve (12) month period, the Backroom Assessments shall continue and the Assessment Vendor will revisit, during the second twelve (12) month period, on at least one occasion, every one of the Covered Worksites to perform a second Backroom Assessment;
- iii. Prior to leaving each of the Covered Worksites, after concluding the Backroom Assessment, the Assessment Vendor shall meet with and convey to the Covered Worksite management its initial findings so that the Covered Worksite management will have the opportunity immediately to address any issues noted in the Backroom Assessment. Following each such Backroom Assessment visit, the Assessment Vendor will provide a report of the Backroom Assessment (“Assessment Report”) to the Store

¹ While not required by this Settlement or OSHA standards, Target conducts training encouraging all exits to be at least 36 inches wide.

Director, or equivalent, of that Covered Worksite within seven (7) business days of the Assessment Vendor's Covered Worksite visit.

Respondent shall retain these Assessment Reports for the Agreement Term (as defined in Article X below), plus twelve (12) additional months.

- iv. In response to an Assessment Report indicating that a Covered Worksite did not pass assessment due to backroom emergency exits that were obstructed and/or pathways leading to those exits that were not at least 28 inches wide² at all points in accordance with applicable standards (a "Non-Passing Worksite"), the Store Director (or equivalent official) thereof shall, within fourteen (14) days after receipt, create an action plan to address and correct such backroom non-compliant condition(s). The completion of the action plan will be verified during the Follow-up Inspection as described in paragraph v. below.
- v. A Non-Passing Worksite will be scheduled for an additional unannounced follow-up inspection to assess that backroom emergency exits are unobstructed and pathways leading to those exits are at least 28 inches wide at all points in accordance with applicable standards ("Follow-up Inspection") by the Assessment Vendor, which will occur in the immediately following Target fiscal quarter. (Target's fiscal year is February through January.)

² While not required by this Settlement or OSHA standards, Target conducts training encouraging all exits to be at least 36 inches wide.

- vi. Once a Backroom Assessment has been completed for every Covered Worksite in each of the two twelve (12) month periods comprising the Agreement Term, Respondent will provide Complainant with a statement verifying the completion of the Backroom Assessments (“Assessment Verification”). The Assessment Verification will be issued within thirty (30) days of the conclusion of each of such two 12-month periods and will only include, without prejudice, the following information covering the 12-month period at issue:
- a) A statement confirming that the Backroom Assessment has been completed at each of the Covered Worksites;
 - b) A statement confirming that, consistent with the provisions of paragraph III.1.a)iii. above, the results of each Backroom Assessment have been communicated to that Covered Worksite’s Store Director, or equivalent; and
 - c) A signature of an authorized contact person of Respondent.
- vii. Respondent will also provide to Complainant to the following designated Complainant officials: For Region 2, Warren Simpson, Assistant Regional Administrator, simpson.warren@dol.gov; for Region 1, Ameer Bhatt, Assistant Regional Administrator, Enforcement Programs & Technical Support, Bhatt.amee@dol.gov; (“Complainant’s Designees”) a summary report regarding certain information from the Backroom Assessments for each six (6) month period comprising the Agreement Term (such that there will be four (4) such summary reports in total

provided to Complainant under this Agreement). Such summary reports will be issued within thirty (30) days of the conclusion of each respective six (6) month period and will provide the following information only:

- a) The number of Non-Passing Worksites, if any, in the particular six (6) month period covered by the summary report at issue;
- b) For each Non-Passing Worksite, if any, Respondent will: (i) identify it with a generic identifier (for example, “Store A”; “Store B”, etc.) that will remain fixed for the duration of the Agreement Term; (ii) provide the date of the Backroom Assessment and a description of the reason(s) it did not pass the Backroom Assessment and the corrective action(s) taken (for example, “Store A had an aisle [identify type of aisle] with a pallet of inventory providing approximately a 10-inch width for egress which was corrected at once by removing the pallet to a proper location.”); and (iii) provide a summary of the additional actions being taken to resolve Backroom Assessment condition(s), if any, that are unresolved at the time of Respondent’s submission of the summary report to Complainant;
- c) The identity (Target store number and street address) of each Non-Passing Worksite that did not pass a Follow-up Inspection, due to backroom emergency exits that were obstructed and/or pathways leading to those exits that were not at least 28 inches wide at all points in accordance with applicable standards, during

the time period covered by the summary report at issue, along with a copy of the portion of the actual assessment report findings regarding such egress-related issues for the Covered Worksite for the Follow-up Inspection and immediately prior Backroom Assessment at issue; and

d) The name and contact information of the Respondent contact person providing the summary report at issue.

b) Internal Monitoring and Training – Within twelve (12) months after the Effective Date (as defined in Article X below), each Covered Worksite will be visited a minimum of two (2) times by a manager level employee who is not from one of the Covered Worksites (“Non-Store Manager”). Further, a Non-Store Manager will visit each Covered Worksite a minimum of two (2) additional times within the immediately following twelve (12) month period. During each such visit, the Non-Store Manager will check to determine if Covered Worksite backroom conditions are compliant with Respondent’s expectations as expressed in Respondent’s Four E’s program as well as pursuant to 29 C.F.R. 1910.37 (a)(3) and 29 C.F.R. 1910.176(c). During such visits, if such non-compliant backroom egress conditions or egress-related blockage issues are observed by the Non-Store Manager, the Non-Store Manager will notify the Covered Worksite management team, and the Covered Worksite management team shall: (i) immediately begin resolving any such issue(s); and (ii) confirm resolution of such issues(s) within twenty-one (21) days of the visit by the Non-Store Manager. During the Agreement Term, Target will maintain a record of such internal monitoring

visits, including any non-compliant backroom egress conditions or egress-related blockage issues identified and actions taken to resolve the issues. Target will also include in its training program and will emphasize the expectation that at least one local management team member must visit the backroom each day to look for obstruction of backroom emergency exits and/or pathways leading to those exits and take appropriate follow-up action as necessary.

- c) Corporate Communications and Training – During the Agreement Term, Respondent will: (i) issue at least six (6) written safety communications during each twelve (12) month period to the Covered Worksites that address backroom egress safety (including pre-holiday season communications); and (ii) continue, through training and such communications, to reinforce its expectations of Covered Worksite management that such management must maintain and review backroom egress conditions on a daily basis. As part of the obligations set forth in the first sentence of this subparagraph (c), Respondent will issue at least one written safety communication to and conduct at least one training for the affected employees [team members with backroom job codes and store leadership] to whom this Settlement applies each twelve (12) month period to describe and explain the general existence of the settlement between Respondent and OSHA; what Respondent is doing already; what the affected employees to whom this Settlement applies are expected and required to do; what Respondent has agreed to undertake under the Settlement; and a reminder regarding the availability of Respondent’s internal safety complaint procedures, including freedom from retaliation, referenced in paragraph (h), below. Respondent will also continue to

provide training to its management and non-management staff at the Covered Worksites regarding backroom egress safety;

- d) Backroom Camera Monitoring Program – For a period of at least twenty-four (24) months after the Effective Date, Respondent will continue to maintain its already implemented backroom camera-monitoring program (“Monitoring Program”) in which Respondent will monitor cameras in the back rooms of particular Covered Worksites that Respondent determines to be at a higher risk of non-compliant backroom egress conditions. Respondent shall select the particular Covered Worksites subject to this Monitoring Program through a weekly process by which certain data, including but not limited to the results of Backroom Assessments, is reviewed by Respondent. Respondent is permitted to change, in its sole discretion, the specific Covered Worksites that are subject to the Monitoring Program based on such data. If Respondent observes a possible safety or egress condition, the issue will be promptly escalated to the Store Director and District Senior Director, or their equivalents, for correction and preventative action. At the conclusion of such twenty-four (24) month period, depending upon Respondent’s evaluation, the Monitoring Program may be continued, expanded, or withdrawn (in whole or in part) at Respondent’s sole discretion.
- e) Local Management Authority to Delay Incoming Inventory – Respondent shall continue to authorize Covered Worksite management to delay incoming shipments of inventory when back room storage capacity (and on-site storage container capacity, as applicable) is such that delay is appropriate, particularly where there are concerns about exit route and emergency egress safety conditions.

Covered Worksite management will coordinate and communicate with Respondent's Store Operations and Supply Chain teams to work through timing of shipments of inventory when there are concerns about potential backroom storage capacity issues. Respondent confirms its expectations that Covered Worksite management are to manage backrooms in a safe and legally compliant manner. When any member of a Covered Worksite management team believes that receipt of additional shipments of inventory will hamper exit route and emergency egress safety conditions, they have full authority to take immediate action to delay the shipment(s) by contacting Respondent's transportation department or the distribution center to delay shipments. This point has been emphasized and reinforced in Respondent's communications to Covered Worksite management.

- f) Use of On-Site Storage Containers and Other Means for Extra Storage Capacity – Respondent will continue to maintain a program to use on-site storage containers for the storage of excess inventory, including during peak retail seasons, and will continue to monitor the effectiveness of this program and to make adjustments where it deems it necessary. Under this program, each Covered Worksite management team may request storage containers by obtaining the approval from their field leader and then submitting a request to Respondent's Store Operations group. Store Operations will work promptly with the container vendor to execute the request and will evaluate past needs/trends to proactively anticipate container needs during the busy holiday season. For Covered Worksites located in a jurisdiction that does not permit the use of storage containers onsite, Store

Operations will work to find an alternative means of excess storage, which may include the use of an offsite warehouse location. The number, types and size of the storage containers may vary, depending upon Covered Worksite location and container availability.

- g) Annual Summary Report Regarding Enhanced Abatement or Other Actions - At the conclusion of the first twelve-month period of this Agreement, and again at the conclusion of the second twelve-month period of this Agreement, Respondent will provide to Complainant a written Self-Assessment of Respondent's abatement measures, signed by a duly authorized representative of Respondent. At Respondent's discretion, such annual summary reports may be included with its summary reports (provided pursuant to paragraph III.1.a)vii.) and, in any event, annual such summary reports will be issued within thirty (30) days of the conclusion of each respective twelve (12) month period and will provide the following information only, for each of the measures and applicable time periods set forth in paragraphs [III.1.c through III.1.f] of this Agreement and during the Agreement Term: (i) Any enhancements in addition to the requirements of this Agreement, to the backroom camera monitoring program, corporate communications program (including guidance to local management), and/or training program in any material respect; and (ii) Any enhancements in addition to the requirements of this Agreement, to the inventory management and storage container process in any material respect. Nothing in this Agreement shall prevent Respondent from testing additional methods or processes or from taking immediate action(s), in addition to the requirements of this Agreement, that

Respondent determines will further improve backroom egress-related safety. Respondent will disclose summary information to OSHA about any material additional methods or processes tested, which information will be provided to OSHA “for informational purposes only” and shall not create any commitment or obligation by Respondent to OSHA concerning such test methods or processes.

- h) Internal Anonymous Employee Complaint Process: Respondent will continue to maintain its internal anonymous employee complaint process by which employees may raise complaints via telephone hotline and/or online, free from retaliation, including about safety and egress related conditions.
2. Respondent has reviewed OSHA’s October 2016 “Recommended Practices for Safety and Health Programs” and represents that, through its corporate safety and health program, it has implemented and documented 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.
 3. The Enhanced Abatement or Other Actions shall also apply to any Covered Worksites acquired or opened by Respondent during the Agreement Term that are in New York, New Jersey, Massachusetts or Connecticut. During the Agreement Term, Respondent shall inform Complainant’s Designee of any such newly acquired or opened Covered Worksites or any Covered Worksites that have been closed by noting the same in the reports to be provided to Complainant’s Designee under paragraph III.1.a)vii. above.
 4. Other than with respect to cases requiring the reporting of fatalities, inpatient hospitalizations, amputations, and losses of an eye under 29 C.F.R. 1910.39 and

programmed inspections, the Secretary agrees that, for a period of twenty-four (24) months from the date of the Parties' execution of this Agreement, if the Occupational Safety and Health Administration ("OSHA") receives a complaint(s) regarding alleged egress blockage and/or equipment blockage issues (including complaints relating to an alleged violation of 29 C.F.R. 1910.37 and/or 29 C.F.R. 1910.176) within Regions 1 and 2, OSHA shall notify Respondent by telephone by first calling Respondent's Senior Manager of Safety at 612-761-3183, and if unable to speak with Respondent's Senior Manager of Safety, shall call Respondent's Director of Store Safety at 612-761-6200. In all instances, OSHA also shall send written notification by e-mail directed to the attention of safety@target.com with a copy to Gina A. Fonte, Esq., at Holland & Knight, LLP, at email: gina.fonte@hkllaw.com. Respondent shall make good faith efforts to respond by the close of the next business day (6:00 pm ET) after the receipt of OSHA's written email notification to provide a written response regarding abatement to the OSHA official (or her/his designee) who notified Respondent of the complaint(s); but in any event Respondent shall respond within three (3) business days. Respondent shall have an additional three (3) business days to provide the OSHA official with any additional explanatory information it wishes to provide. Based on the preliminary information provided by Respondent, OSHA may proceed with such course of action OSHA deems appropriate in the circumstances, including requesting additional information, or opening an inspection, subject to Respondent's right and ability to defend itself with any defenses Respondent deems appropriate in the circumstances and without waiving any rights or defenses available to it.

IV. Penalty Payment

Respondent promises to pay the amended total penalty amounts no later than thirty (30) days after the Effective Date, as follows:

- For payment of the amended penalty in **Docket 19-0831**, respondent shall make payment of \$41,674 via www.pay.gov, or forward a check in that amount made payable to “Occupational Safety and Health – Labor” at the following address: U.S. Department of Labor, Occupational Safety and Health Administration, Long Island Area Office, 1400 Old Country Road, Suite 208, Westbury, NY 11590.
- For payment of the penalty in **Docket 19-1010**, respondent shall make payment of \$113,660 via www.pay.gov, or forward a check in that amount made payable to “Occupational Safety and Health – Labor” at the following address: U.S. Department of Labor, Occupational Safety and Health Administration, Avenel Area Office, 1030 St. Georges Avenue, Plaza 35, Suite 205, Avenel, NJ 07001.
- For payment of the amended penalty in **Docket 20-0223**, respondent shall make payment of \$67,000 via www.pay.gov, or forward a check in that amount made payable to “Occupational Safety and Health – Labor” at the following address: U.S. Department of Labor, Occupational Safety and Health Administration, Andover Area Office, 138 River Road, Suite 102, Shattuck Office Center, Andover, MA 01810.
- For payment of the penalty in **Docket 19-1470**, respondent shall make payment of \$10,000 via www.pay.gov, or forward a check in that amount made payable to “Occupational Safety and Health – Labor” at the following address: U.S. Department of

Labor, Occupational Safety and Health Administration, Braintree Area Office, 639 Granite Street, 4th Floor, Braintree, MA 02184.

- For payment of the amended penalty in **Docket 19-1032**, respondent shall make payment of \$60,000 via www.pay.gov, or forward a check in that amount made payable to “Occupational Safety and Health – Labor” at the following address: U.S. Department of Labor, Occupational Safety and Health Administration, Andover Area Office, 138 River Road, Suite 102, Shattuck Office Center, Andover, MA 01810.
- For payment of the penalty in **Docket 20-0222**, respondent shall make payment of \$60,000 via www.pay.gov, or forward a check in that amount made payable to “Occupational Safety and Health – Labor” at the following address: U.S. Department of Labor, Occupational Safety and Health Administration, Andover Area Office, 138 River Road, Suite 102, Shattuck Office Center, Andover, MA 01810.
- For payment of the amended penalty in **Docket 19-1708**, respondent shall make payment of \$48,416 via www.pay.gov, or forward a check in that amount made payable to “Occupational Safety and Health – Labor” at the following address: U.S. Department of Labor, Occupational Safety and Health Administration, Hartford Area Office, William Cotter Federal Building, 135 High Street, Suite 361, Hartford, CT 06103.
- For payment of the penalty in **Docket 19-1147**, respondent shall make payment of \$64,000 via www.pay.gov, or forward a check in that amount made payable to “Occupational Safety and Health – Labor” at the following address: U.S. Department of

Labor, Occupational Safety and Health Administration, Bridgeport Area Office, 915 Lafayette Blvd., Room 309, Bridgeport, CT 06604.

V. OSHA Access To Covered Worksites

During the Agreement Term, Respondent agrees to permit Complainant access to the Covered Worksites for the purpose of verifying compliance with this Agreement and determining if the conditions described in the amended citations at issue herein have been addressed. The scope of such consent is limited to the verification of compliance with this Agreement, as well as any other conditions in plain view. Disputes related to compliance with this Agreement shall be addressed pursuant to Section VI. Dispute Resolution.

VI. Dispute Resolution

Respondent provides the name and contact information below identifying its officials (either of whom shall be the "Respondent's Designee ") who will serve as Complainant's initial point of contact throughout the Agreement Term with authority for addressing questions or issues related to Respondent's compliance with the terms of this Agreement. Respondent shall notify Complainant's Designee in advance of any change in the person(s) serving as Respondent's Designee.

Further, if during the Agreement Term Complainant asserts that Respondent is not or may not be in compliance with any portion of this Agreement including, but not limited to, assertions arising from Complainant's review of information received from Respondent, Complainant shall promptly contact Respondent's Designee in writing by sending such notification to each of the persons designated below as Respondent's Designee via e-mail, and will allow Respondent fourteen (14) days from receipt of notification to provide a written

response. Within ten (10) business days of receiving the written response, should there be any remaining issues, Complainant shall engage in good faith discussions and provide Respondent a reasonable amount of time to further respond to Complainant. If the Parties are unable to resolve the issue, Complainant will determine the appropriate course of action and Complainant retains its right to use the enforcement methods provided by the Act and Respondent retains all rights afforded it by the Act.

Respondent's Designee contact information: Gina A. Fonte, Esq., at Holland & Knight, LLP, at email: gina.fonte@hklaw.com.

VII. Petition for Modification of Enhanced Abatement or Other Actions Deadlines

The Parties stipulate and agree that Respondent reserves its right to petition for modification of any applicable deadlines for the Enhanced Abatement or Other Actions, pursuant to applicable law including, but not limited to, 29 C.F.R. §1903.14a, if Respondent is unable to meet any applicable Enhanced Abatement or Other Actions deadlines because of factors (“Factors”) beyond its reasonable control and despite its good faith effort to comply with the required Enhanced Abatement or Other Actions measures. The Parties agree that such Factors include, but are not be limited to, an Act of God or a public enemy, act of the Government of the United States or any State or other political subdivision or any department or regulatory agency thereof, or by reason of fire, riot, flood, explosion, typhoon, epidemic/pandemic (including, but not limited to a widespread virus condition such as COVID-19), national emergency, quarantine or any form of government issued stay at home restrictions, freight, embargo, or delays of a supplier to Respondent (including the Assessment Vendor and/or Storage Container supplier) due to any of the above causes or events, or on account of any other cause beyond the control of Respondent or Complainant, whether or not similar to those enumerated. Complainant agrees

that any such Petition for Modification of Abatement Date ("PMA") submitted by Respondent, and any extension of time approved in response to such a PMA, need not be made specific to a single Covered Worksite, but may be made to apply to any or all of the Covered Worksites. The Parties further stipulate and agree that any extension of time approved in response to a PMA submitted by Respondent during the Agreement Term shall be automatically incorporated into this Agreement and binding upon the Parties.

VIII. Posting and Notification

Respondent certifies that there are no authorized employee representatives at Respondent's Covered Worksites. Respondent certifies that, within ten (10) business days of the date of the Effective Date, a copy of the Agreement will be posted at the Inspection Sites where affected employees may see it, and will remain posted in such location for seven (7) days.

IX. Non-Admission

None of the foregoing agreements, statements, findings, stipulations, and actions is intended as an admission by Respondent of the allegations contained within the Citations and Notifications of Proposed Penalties and the Complaints described herein. The agreements, statements, findings, stipulations and actions taken herein are made solely for the purpose of settling this matter amicably to avoid protracted and expensive litigation and they shall not be used for any purpose or in any proceeding, other than actions or proceedings arising under the Occupational Safety and Health Act of 1970. However, Respondent is entering into this Agreement without any prejudice to its rights to raise any defense or argument, including but not limited to alleged classification of violation(s), penalty(s) calculation(s), and/or any other allegation(s) or conditions, in any future or pending cases under the Occupational Safety and Health Act of 1970.

X. Effective Date and Term of Agreement

This Agreement shall be executed and become effective on Wednesday, October 14, 2020 (the "Effective Date") and shall continue in full force and effect for the twenty-four (24) month period thereafter ("Agreement Term").

XI. Costs

Each Party agrees to bear its own fees and other expenses incurred by such Party in connection with any stage of this proceeding.

XII. No Alteration Of Employee Rights

Nothing in this Agreement alters in any manner the rights afforded employees under the Act.

EXECUTED BY:

[REDACTED]

NAME: COREY HAALAND

TITLE: Senior Vice President, Treasurer

On behalf of Respondent,

TARGET CORPORATION

NAME: GINA A. FONTE

TITLE: Outside Counsel

Respondent,

TARGET CORPORATION

NAME: RICHARD MENDELSON

**TITLE: Regional Administrator, OSHA
Region II**

On behalf of Complainant,

EUGENE SCALIA, Secretary of Labor

NAME: DANIEL HENNEFELD

TITLE: OSHA Counsel, Region II

Complainant,

EUGENE SCALIA, Secretary of Labor

NAME: JEFFREY A. ERSKINE

**TITLE: Regional Administrator, OSHA
Region I**

On behalf of Complainant,

EUGENE SCALIA, Secretary of Labor

NAME: PETER NESSEN

TITLE: Senior Trial Attorney, Region I

Complainant,

EUGENE SCALIA, Secretary of Labor

EXECUTED BY:

NAME: COREY HAALAND

**TITLE: Senior Vice President, Treasurer
On behalf of Respondent,**

TARGET CORPORATION

NAME: RICHARD MENDELSON

**TITLE: Regional Administrator, OSHA
Region II**

**On behalf of Complainant,
EUGENE SCALIA, Secretary of Labor**

Deputy Regional Administrator
NAME: JEFFREY A. ERSKINE

**TITLE: Regional Administrator, OSHA
Region I**

**On behalf of Complainant,
EUGENE SCALIA, Secretary of Labor**

NAME: GINA A. FONTE

**TITLE: Outside Counsel
Respondent,**

TARGET CORPORATION

NAME: DANIEL HENNEFELD

TITLE: OSHA Counsel, Region II

**Complainant,
EUGENE SCALIA, Secretary of Labor**

NAME: PETER NESSEN

TITLE: Senior Trial Attorney, Region I

**Complainant,
EUGENE SCALIA, Secretary of Labor**

Store No.	T1898	T1184	T1139	T2211
T1249	T1930	T1192	T1147	T2212
T1255	T1942	T1224	T1148	T2253
T1267	T1965	T1263	T1150	T2295
T1289	T2127	T1315	T1156	T2324
T1373	T2167	T1330	T1157	T2380
T1528	T2173	T1345	T1191	T2382
T1544	T2258	T1365	T1194	T2451
T1802	T2267	T1378	T1195	T2459
T1916	T2287	T1389	T1264	T2461
T1955	T2292	T1464	T1268	T2475
T1956	T2325	T1467	T1271	T2528
T2045	T2480	T1491	T1296	T2753
T2156	T2532	T1822	T1318	T2805
T2213	T2570	T1823	T1344	T2811
T2249	T2607	T1864	T1358	T2840
T2305	T2649	T1865	T1401	T2844
T2361	T2693	T1886	T1475	T2847
T2432	T2729	T1917	T1476	T2850
T2433	T2822	T1929	T1477	T3229
T2434	T3222	T2104	T1492	T3230
T3333	T3223	T2141	T1508	T3236
T1187	T3226	T2170	T1521	T3237
T1189	T3253	T2181	T1796	T3243
T1190	T3287	T2247	T1798	T3249
T1229	T3304	T2256	T1808	T3259
T1232	T3305	T2381	T1818	T3268
T1266	T3324	T2384	T1830	T3276
T1281	T3363	T2392	T1849	T3277
T1290	T3368	T2446	T1856	T3284
T1308	T1055	T2853	T1866	T3291
T1348	T1084	T3235	T1885	T3312
T1374	T1085	T3290	T1887	T3318
T1441	T1109	T3296	T1915	T3321
T1442	T1132	T1010	T1948	T3334
T1495	T1133	T1011	T1954	
T1496	T1151	T1012	T2006	
T1516	T1152	T1013	T2024	
T1803	T1153	T1014	T2038	
T1835	T1154	T1056	T2076	
T1839	T1155	T1057	T2102	
	T1158	T1083	T2158	
	T1175	T1108	T2191	