

## CORPORATE-WIDE SETTLEMENT AGREEMENT

### UNITED STATES OF AMERICA OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION

**JULIE A. SU**, Acting Secretary of Labor,  
United States Department of Labor,

Complainant,

v.

**FAMILY DOLLAR STORE 28457,  
FAMILY DOLLAR STORES, INC./FAMILY  
DOLLAR STORES OF OHIO, LLC/ FAMILY  
DOLLAR OPERATIONS, LLC/DOLLAR TREE,  
INC./DOLLAR TREE MANAGEMENT, LLC/  
DOLLAR TREE STORES, INC., and  
DOLLAR TREE STORES, INC.,**

Respondents.

MANDATORY SETTLEMENT  
PROCEEDINGS

OSHRD Docket Nos.:

22-0234

22-0987

22-0995

21-0659

22-0626

## SETTLEMENT AGREEMENT

### I.

#### Scope and Intent of Settlement Agreement

**Complainant**, the Acting Secretary of Labor, United States Department of Labor (“Complainant” or “Secretary”), by and through her attorneys, and Family Dollar Stores, LLC and each of its subsidiaries, and Dollar Tree Stores, Inc. and Dollar Tree Management, LLC (collectively, “Respondents”), hereby stipulate and agree that:

- (A) On June 2, 2021 - Docket No. 21-0659; January 19, 2022 – Docket No. 22-0234; May 5, 2022 – Docket No. 22-0626; July 28, 2022 – Docket No. 22-0995; and July 28, 2022, Docket No. 22-0987, certain of Respondents were cited for alleged violations of the Occupational Safety and Health Act of 1970, 29 U.S.C §§ 651, *et seq.*, (“Act”), and were issued Citations and Notifications of Proposed Penalties (“Citations”).
- (B) The employer names in Docket No. 22-0995 and Docket No. 22-0987 shall be amended to remove reference to Dollar Tree, Inc., and the name Family Dollar Store 28457 shall be removed from Docket No. 22-0234 and replaced with Family Dollar Stores, LLC. The name “Family Dollar Stores, Inc.” in Docket Nos. 22-0987 and 22-0995 shall be removed and replaced with “Family Dollar Stores, LLC.”

- (C) Each of the Respondents is an employer within the meaning of Section 3(5) of the Act. Respondents duly filed with a representative of Complainant notices of intent to contest the Citations and proposed penalties. These notices were duly transmitted to the Occupational Safety and Health Review Commission (“Commission”), and it is agreed that jurisdiction of these proceedings is conferred upon said Commission by Section 10(c) of the Act.
- (D) Complainant and Respondents (“Parties”) have agreed in this Settlement Agreement (“Settlement Agreement” or “Agreement”) to resolve in full the Citations.
- (E) Respondents represent that the “Enhanced Abatement Measures” identified in Appendix B attached hereto have been or shall be applied, pursuant to Section III, herein, to all of Respondents’ existing retail stores in every state under the jurisdiction of Federal U.S. Occupational Safety and Health Administration (“OSHA”), including stores under both the “Dollar Tree” and “Family Dollar” banners (“Covered Stores”), and that these measures apply to all employees employed at those retail stores. The currently existing Covered Stores are identified in Appendix A, which is not attached to the Agreement due to its length but that Respondents have already provided to OSHA. This Agreement, including all measures identified in Appendix B, also shall apply to any retail stores opened by Respondents during the term of this Agreement that are in the jurisdiction of OSHA.
- (F) The Parties to this Agreement recognize that some of Respondents’ stores are located in states that have assumed authority for the enforcement of Occupational Safety and Health standards pursuant to Section 18 of the Act (“State Plan States”). OSHA will notify State Plan States of this Agreement.

## II.

### Resolution and Amendment of Citation Items

- (A) The Citations shall be amended as follows:
1. **OSHRC Docket No. 22-0626**: The total proposed penalty for all items is amended to \$153,724.60. No other changes are made.
  2. **OSHRC Docket No. 22-0995**: The proposed penalty for all items is amended to \$297,887.32. No other changes are made.
  3. **OSHRC Docket No. 22-0987**: The total proposed penalty for all items is amended to \$373,062.69. No other changes are made.

4. **OSHRC Docket No. 22-0234:** The total proposed penalty for all items is amended to \$162,748.48 No other changes are made.
  5. **OSHRC Docket No. 21-0659:** The total proposed penalty for all items is amended to \$150,829.76. No other changes are made.
- (B) Termination of this Settlement Agreement pursuant to Section VI, below, does not in any way alter the affirmed amended citations and penalties in each of the abovementioned dockets.
- (C) Respondents have no objection to the Complainant amending the Citations as set forth in Section II, Paragraph (A) above.
- (D) Respondents represent that the specific violative conditions alleged in the Citations identified in Section I, Paragraph (A) above at each of the cited locations have been abated. For each of the Citations, abatement verification and certification, as required by 29 CFR § 1903.19(c), and abatement documentation, as required by 29 C.F.R. § 1903.19(d), shall be signed by a representative(s) of Respondents and submitted to the Area Director of the local OSHA Area Office that issued the Citations no later than thirty (30) days from the Effective Date.
- (E) The Citations and Notifications of Penalties are deemed amended to include the full terms of this Agreement, including all Enhanced Abatement Measures in Appendix B; and all implementation dates which are delineated in this Agreement. The Parties agree that the abovementioned Enhanced Abatement Measures in Appendix B, all implementation dates, and other obligations of this agreement, including all of Respondents' obligations under Section VIII and IX of this Agreement, are enforceable by the Secretary of Labor under Section 11(b) of the OSH Act.
- (F) In addition to the above-captioned docket numbers, this Settlement Agreement resolves any open inspections that Federal OSHA has as of the Effective Date of this Agreement. Dollar Tree agrees not to contest any citations that issue from those inspections and will enter into informal settlement agreements with OSHA to address the specific citation items, penalty amounts, and abatement deadlines.

### **III. Enhanced Abatement Measures**

- (A) Respondents shall implement, at Respondents' expense, all of the enhanced abatement measures set forth in Appendix B within 180 days after the Effective Date, unless a different specific date or timeframe is identified for a specific action in Appendix B.

- (B) Within two hundred forty (240) days after the Effective Date, Respondents shall email a written certification to the Area Director of each OSHA Area Office that issued the Citations identified in Section I, Paragraph (A) above, attesting, under penalty of perjury, that all of the enhanced abatement measures set forth in Appendix B have been implemented within the 180-day period referenced in this Section, unless a different specific date or timeframe is identified for a specific action in Appendix B.

#### **IV. Payment of Penalties**

Respondents certify that the following penalties will be paid by Respondents to Complainant within thirty (30) days of the Effective Date.

- (A) For OSHRC Docket No. 21-0659, Respondents shall pay the total amended penalty of \$150,829.76 via check made payable to “U.S. Department of Labor—OSHA” and mailed to U.S. Department of Labor, Occupational Safety and Health Administration, Harrisburg Area Office, 43 Kline Village, Harrisburg, PA 17104.
- (B) For OSHRC Docket No. 22-0234, Respondents shall pay the total amended penalty of \$162,748.48 via check made payable to “U.S. Department of Labor—OSHA” and mailed to U.S. Department of Labor, Occupational Safety and Health Administration, Wichita Area Office, 100 N. Broadway, Suite 470, Wichita, KS 67202.
- (C) For OSHRC Docket No. 22-0626, Respondents shall pay the total amended penalty of \$153,724.60 via check made payable to “U.S. Department of Labor—OSHA” and mailed to U.S. Department of Labor, Occupational Safety and Health Administration, Harrisburg Area Office, 43 Kline Village, Harrisburg, PA 17104.
- (D) For OSHRC Docket No. 22-0995, Respondents shall pay the total amended penalty of \$297,887.32 via check made payable to “U.S. Department of Labor—OSHA” and mailed to U.S. Department of Labor, Occupational Safety and Health Administration, Columbus Area Office, 200 N. High Street, Room 620, Columbus, OH 43215.
- (E) For OSHRC Docket No. 22-0987, Respondents shall pay the total amended penalty of \$373,062.69 via check made payable to “U.S. Department of Labor—OSHA” and mailed to U.S. Department of Labor, Occupational Safety and Health Administration, Cleveland Area Office, Essex Place, 6393 Oak Tree Blvd., Suite 203, Independence, OH 44131.

#### **V. Withdrawal of Notice of Contest and Entry of Final Order**

Respondents hereby withdraw their Notices of Contest for Docket Nos. 21-0659; 22-

0234; 22-0626; 22-0995; and 22-0987, and agree that the citations, penalties, and all abatement measures, including the enhanced abatement measures (as set forth and amended herein by this Agreement) shall become a Final Order of the Commission on the same date the Order Terminating Proceeding becomes a Final Order, as set forth in the Notice of Docketing issued by the Executive Secretary of the Commission.

## **VI. Effective Date and Term of CSA**

- (A) This Settlement Agreement shall become effective on the date it is fully executed (“Effective Date”).
- (B) This Settlement Agreement shall terminate two years from the Effective Date of this Agreement (“Termination Date”) unless any party terminates the Agreement prior to two years pursuant to the early termination provision set forth in Section VI, Paragraph (D).
- (C) Three (3) months from the Effective Date and every three months thereafter, the Parties, at OSHA’s discretion, shall meet in person or remotely to review performance, progress, and implementation of this Agreement, including the implementation and effectiveness of the enhanced abatement measures identified in Appendix B, the trend in the number of complaints and referrals received each month, the underlying issues associated with any complaints and referrals, the possibility of extending the term of the Agreement, and the possibility of early termination of the Agreement. Early termination of the Agreement is governed by Paragraph (D) of this Section.
- (D) Beginning one hundred eighty (180) days following the Effective Date, if a party seeks early termination of this Agreement, the party shall first provide written notice to the other Parties of its intent to terminate. Following this notice, the Parties shall meet at least once per month for at least three (3) consecutive months to confer in good faith about keeping the Agreement in effect for at least its full two-year term. After these meetings, the Agreement may be terminated early by any party with thirty (30) days written notice to terminate. Beginning one (1) year from the Effective Date, any party may terminate this Agreement early with thirty (30) days written notice to the other Parties of the intent to terminate without holding meetings. Termination shall become effective on the thirtieth (30<sup>th</sup>) day following such notice.

## **VII. OSHA Monitoring Inspections**

- (A) Subject to Section VIII of this Agreement, during the term of this Agreement, Respondents shall permit OSHA to enter the Covered Stores to conduct monitoring inspections solely in order to verify compliance with the Covered Standards listed in Section VIII, Paragraph (A) of this Agreement. Respondents

shall not require warrants for entry by OSHA into these stores for that purpose and shall not require subpoenas for access to non-privileged documents, employee-witnesses, or other information related to compliance with the Covered Standards. The scope of the OSHA monitoring inspections shall be limited to the verification of compliance with the Covered Standards listed in Section VIII, Paragraph (A) of this Agreement, unless other non-compliant conditions are observed in the plain view of an OSHA representative during the monitoring inspection. Any alleged non-compliance of a Covered Standard that is identified by OSHA during an inspection pursuant to this Section shall be handled pursuant to the terms of Section VIII of this Agreement and OSHA will follow the notification procedures described in Section VIII of this Agreement for any non-Compliance with a Covered Standard. OSHA will therefore follow the notification procedures described in Section VIII of this Agreement and the Parties will follow all other procedures set forth in Section VIII.

### VIII.

#### **Mandatory Immediate Abatement Requirement**

- (A) Subject to the exceptions in Section VIII, Paragraph (C), if OSHA receives a complaint or referral regarding a Covered Store that implicates one or more of the following standards: 29 C.F.R. 1910.37(a)(3); 29 C.F.R. 1910.176(b) and/or (c) (excluding pest harborage); 29 C.F.R. 1910.36(d)(1) and/or (g); 29 C.F.R. 1910.22(a)(1) and/or (c); 29 C.F.R. 1910.157(c)(1); and 29 C.F.R. 1910.303(g)(1) (“Covered Standards”), OSHA shall notify Respondents of such allegation by sending an email (“Section VIII OSHA Notice”) to the following email created for purposes of receiving notices from Complainant pursuant to this Agreement: [REDACTED]

In the Section VIII OSHA Notice, OSHA shall identify: (1) the Covered Store(s) purportedly not in compliance with a Covered Standard(s); (2) specifically all of the Covered Standard(s) which the store is purportedly violating; and (3) a specific description of the nature, date, and location in the store of the purported noncompliance. OSHA has no obligation to prove noncompliance at the Covered Store for the terms of this Section to apply.

- (B) If OSHA receives a complaint or referral alleging: (1) a violation(s) of any of the Covered Standards; **and** (2) an alleged violation of the Act or a standard that is not a Covered Standard, OSHA shall handle these as “hybrid” complaints or referrals. Only those parts of the complaints or referrals implicating alleged violations of a Covered Standard(s) under this Agreement shall be governed by the procedures in Section VIII. The part(s) of the complaints or referrals that allege non-compliance of regulatory standards and/or hazards not covered by the Covered Standards may be handled by OSHA using traditional enforcement mechanisms, such as conducting an inspection or issuing a Notice of Alleged Hazard letter pursuant to the Act and the procedures set forth in OSHA’s Field Operations Manual. By example, if OSHA receives a complaint



alleging a blocked exit route and a chemical spill, OSHA would notify Respondents of the blocked exit route as set forth in Section VIII, Paragraph (A) herein, but would process the parts of the complaint pertaining to the chemical spill in accordance with the Field Operations Manual. Similarly, if OSHA is conducting an inspection unrelated to the Covered Standards, such as, but not limited to programmed or unprogrammed emphasis program inspections or inspections occurring related to a hybrid complaint, and observes or learns of a violation of a Covered Standard(s), OSHA shall handle the violation related to the Covered Standard(s) pursuant to the procedures outlined in Section VIII of this Agreement.

- (C) This section does not apply, at OSHA's discretion, to any complaint or referral related to the Covered Standards, if the complaint or referral arises from:
- A report of a fatality, inpatient hospitalization, amputation, or loss of an eye under 29 C.F.R. 1910.39 related to a Covered Standard;
  - Imminent danger as described and defined in Chapter 11 Section I.A.2. of OSHA's Field Operations Manual, CPL 02-00-016, effective date January 23, 2023, related to a Covered Standard, upon notification to OSHA's National Office.
  - A referral from local fire departments or other law enforcement agencies related to a Covered Standard.
  - Cases alleging potential whistleblower and/or retaliation under any statute that OSHA enforces. OSHA may investigate alleged violations of the Covered Standards insofar as they relate to the whistleblower and/or retaliation investigation.
- (D) For any Section VIII OSHA Notice, Respondents shall immediately investigate and abate any noncompliant condition within forty-eight (48) hours, which time period commences the morning after the notification is received by Respondents at the email address above at 9:00 AM local time where the subject store is located ("48-hour Abatement Period").
- (E) Respondents shall provide verification and documentation of abatement to OSHA ("Abatement Verification"). This Abatement Verification shall be sent to the OSHA email address that notified Respondents of the alleged violation(s) (i.e., the email address that sent the Section VIII OSHA Notice) and comply with the following:
1. Be provided as soon as practicable after abatement is complete, but no later than twenty-seven (27) hours after the expiration of the 48-hour Abatement Period. Respondents shall not submit Abatement

Verification until abatement is completed. If abatement is not completed within the 48-hour Abatement Period and/or if OSHA does not receive Abatement Verification within twenty-seven (27) hours after the expiration of the 48-hour Abatement Period, then Monetary Assessments specified in Section VIII, Paragraph (G) will continue to accrue until such time as abatement is completed and OSHA receives Abatement Verification, or until Monetary Assessments of \$500,000 have accrued, whichever comes first, except that Monetary Assessments shall not accrue or shall be waived, if Respondents can show that abatement was fully completed within the 48-hour Abatement Period but that an unforeseeable technical issue prevented notification. It is not the intent of this Agreement to, nor does this Agreement, require Monetary Assessments to be triggered or accrue for failure to timely submit the required Abatement Verification to OSHA unless the failure to submit Abatement Verification relates to Respondents' failure to have timely abated the noticed conditions during the 48-hour Abatement Period.

2. Meet the requirements of 29 C.F.R. 1903.19(c)(3) and also include abatement documentation pursuant to 29 C.F.R. 1903.19(d).
3. Include the date and time of completion of the abatement for each alleged violation noted in the Section VIII OSHA Notice. For alleged violations where noncompliance was not found by Respondents, the date and time when that determination was made shall be included.
4. Confirm in the Abatement Verification that no other violations or hazards associated with the Covered Standards were created in abating the subject hazard, either in the backroom or retail portions of the subject store.
5. State that all representations in the Abatement Verification are being made under penalty of perjury based on the best information available at the time and identifying the source of information relied upon (i.e., from a communication with a field associate, from photographs, from inspecting the store personally, etc.).
6. For violations of 29 C.F.R. 1910.37(a)(3), 29 C.F.R. 1910.36(d)(1) or (g), and/or 29 C.F.R. 1910.22(c), Abatement Verification shall, at a minimum, include: Timestamped Photographic Evidence or video evidence with time-stamp showing the exit route(s) identified in the Section VIII OSHA Notice are free and unobstructed and that exit doors are not locked from inside and appear operable, and showing that no other violations or hazards related to the Covered Standards were created in abating the subject hazard (such as fixing a blocked exit route by over-stacking a storage area). "Timestamped Photographic Evidence" means



photographs or videos with embedded date and time information including data extraction sheets showing that embedded data.

7. For violations of 29 C.F.R. 1910.22(a)(1), Abatement Verification shall, at a minimum include: Timestamped Photographic Evidence or video evidence with time-stamp of both the back storage room, and/or such other location if identified in the Section VIII OSHA Notice, showing that passageways, storerooms, service rooms, and walking-working surfaces at issue are kept in a clean, orderly, and sanitary condition, and showing that no other violations or hazards related to the Covered Standards were created in abating the subject hazard.
8. For violations of 29 C.F.R. 1910.176(b), Abatement Verification shall, at a minimum, include: Timestamped Photographic Evidence or video evidence with time-stamp of storage of material in the back storage room and/or other location(s) identified in the Section VIII OSHA Notice showing bags, containers, bundles, etc. stored in tiers are stacked, blocked, or interlocked, and limited in height so that they are stable and secure against sliding or and showing that that no other violations or hazards related to the Covered Standards were created in abating the subject hazard.
9. For violations of 29 C.F.R. 1910.176(c), Abatement Verification shall, at a minimum, include: Timestamped Photographic Evidence or video evidence with time-stamp of the back storage room and/or other location(s) identified in the Section VIII OSHA Notice, showing that there is no accumulation of materials that constitute hazards from tripping, fire, or explosion, and showing that no other violations or hazards related to the Covered Standards were created in abating the subject hazard.
10. For violations at 29 C.F.R. 1910.303(g)(1), Abatement Verification shall, at a minimum, include: Timestamped Photographic Evidence or video evidence with time-stamp showing there is sufficient access to and sufficient working space near all covered electrical equipment in the back storage room and/or other location(s) identified in the Section VIII OSHA Notice to permit ready and safe operation and maintenance of such equipment, and showing that no other violations or hazards related to the Covered Standards were created in abating the subject hazard.
11. For violations at 29 C.F.R. 1910.157(c)(1), Abatement Verification shall, at a minimum, include: Timestamped Photographic Evidence or video evidence with time-stamp showing that fire extinguishers in the back storage room and/or other location(s) identified in the Section VIII OSHA Notice are readily accessible to employees, and showing that

no other violations or hazards related to the Covered Standards were created in abating the subject hazard.

- (F) If Respondents provide Abatement Verification meeting the requirements of Section VIII, Paragraph (E) to OSHA within twenty-seven (27) hours of the 48-hour Abatement Period demonstrating that the alleged violations have been abated (or that no violation had existed), and OSHA determines the alleged conditions violating the Covered Standards in the Section VIII OSHA Notice have all been abated (or that no violation had existed) by the deadlines set forth in this Section, OSHA shall not conduct an on-site inspection regarding those alleged violations nor issue a citation for those alleged violations, and Respondents will not be subject to any Monetary Assessments pursuant to this Agreement.
- (G) If Respondents do not complete abatement of the alleged noncompliance with any Covered Standard within the 48-hour Abatement Period and/or do not furnish the Abatement Verification pursuant to Section VIII, Paragraph (E), Respondents shall accrue daily monetary assessments ("Monetary Assessments") up to \$500,000 per Section VIII as follows:
1. For the 48-Hour Abatement Period, \$200,000 in Monetary Assessments shall accrue for failure to comply with the deadline in Section VIII, Paragraph (D), and for each subsequent 24-hour period of noncompliance an additional Monetary Assessment of \$100,000 shall accrue. Monetary Assessments shall not exceed a total of \$500,000 for each Section VIII OSHA Notice. If Abatement Verification is not submitted within 27-hours of the expiration of the 48-Hour Abatement Period, a total of \$300,000 is due and owing, unless, as described in Paragraph (E)(1) of this Section, Respondents later demonstrate that abatement occurred within the 48-hour Abatement Period
  2. If Respondents have submitted Abatement Verification required by Section VIII, Paragraph (E), but OSHA does not agree that Respondents' abatement obligations have been satisfied, OSHA must notify Respondents of the basis for its determination. From the time Respondents provide Abatement Verification through the time OSHA provides notification to Respondents of OSHA's position that the Abatement Verification is insufficient, as well as the reasonable time the Parties in good faith work to resolve the disagreement, the accrual of Monetary Assessments pursuant to Paragraph (G)(1) of this Section will be tolled and not accrue. From such time agreement between the Parties is reached, Respondents shall have an additional twenty-four (24) hours to abate and submit the agreed-upon amended abatement verification to OSHA before the tolling period terminates.
  3. If Respondents have not submitted Abatement Verification satisfactory to OSHA, immediately following Respondents' accrual of the maximum

Monetary Assessments of \$500,000, or 168 hours after OSHA issues its Section VIII OSHA Notice, whichever is sooner, OSHA may, at its discretion, initiate an onsite warrantless enforcement inspection at the subject store or issue a Notice of Alleged Hazard pursuant to the procedures set forth in OSHA's Field Operations Manual, and may issue citations it determines are appropriate with civil penalties permitted under the OSH Act in addition to the Monetary Assessments already accrued.

4. Monetary Assessments due under Paragraph (G) of this Section shall be paid within ninety (90) days of OSHA's Section VIII OSHA Notice and shall be made by check, made payable to "U.S. Department of Labor—OSHA," and mailed to the Area Office that has jurisdiction over the store at issue.
  5. After Respondents correct the noncompliant condition(s) and OSHA receives the requisite Abatement Verification by the timeframes set forth in Paragraph (E) of this Section, during the term of this Agreement, OSHA may conduct a monitoring inspection as described in Section VII at the store(s) that is the subject of the complaint or referral, but OSHA is not required to do so. To the extent OSHA does conduct such a follow-up monitoring inspection, Respondents shall permit entry into the store(s) and not request a warrant or subpoena. Any non-compliance of Covered Standards identified by OSHA pursuant to such monitoring inspections shall be addressed solely pursuant to Section VIII of this Agreement, including providing a Section VIII OSHA Notice of its determination of non-compliance regardless of whatever notice it provides to the store at issue of such non-compliance.
  6. Except as provided herein, OSHA retains its right to use any other enforcement methods provided by the Act, and Respondents retain all their rights provided under the law to challenge or defend any enforcement action brought by OSHA.
  7. An outline of the Monetary Assessment accrual framework and relevant deadlines are attached hereto as Appendix D.
- (H) Within thirty (30) days of receiving the Section VIII OSHA Notice that OSHA determines was valid, Respondents also shall investigate all other Covered Stores under the same banner in the Respondents' same District as the store at issue to determine whether any similar conditions identified at the subject store exist, and shall address any similar conditions identified within this same 30 (thirty) day timeframe. Investigations can include backroom camera audits conducted by Respondents if CCTV is available, provided CCTV monitors are able to appropriately review conditions where violations of Covered Standards can occur. Within forty-five (45) days of Respondents abating the last of the noncompliant conditions identified pursuant to this Paragraph, Respondents shall submit a report to the OSHA Area Office(s) with jurisdiction

over the stores. The report shall: (1) identify which stores were investigated by location and store number; (2) the conditions found; and (3) explain how any conditions in need of improvement were addressed. Neither citations, inspections, nor Monetary Assessments shall issue based upon this report. If OSHA receives a Complaint regarding a store covered by Section VIII, Paragraph (H) during the thirty-day investigation period, it will be addressed pursuant to Section VIII.

## **IX. Ongoing, Future Abatement Obligations**

- (A) Respondents shall, at their expense, initiate and complete within six (6) months of the Effective Date the following Hazard Identification and Analysis of Enterprise-Wide Contributing Factors:
1. Conduct an analysis internally and/or by hiring a qualified third party or third parties of the root causes and contributing factors to the hazards OSHA has identified in the Citations including but not limited to how Respondents' enterprise-wide business practices affect delivery, storage, and stocking of merchandise; and other potential causal factors such as staffing, and truck delivery times.
  2. Develop a set of recommendations to amend and/or mitigate the effects of enterprise-wide business practices that are root cause contributors to hazards related to the storing and stocking of merchandise.
  3. Share a copy or a summary of the analysis and recommendations with OSHA which shall remain confidential. Respondents may redact specific information that is proprietary or contains sensitive business intelligence so long as it does not prevent OSHA from understanding the essential nature of the analysis and recommendations.
  4. Establish and implement a process for selecting and adopting recommendations to resolve or mitigate each root cause contributor identified in the analysis. All selected recommendations should be implemented within 2 years of the date of the Effective Date, regardless of any early termination of the Agreement by either party.
- (B) Respondents will not object to or oppose any 11(b) petitions the Secretary initiates against any of the Respondents to enforce the terms of this Agreement (if the Secretary chooses to file an 11(b) petition).
- (C) Respondents agree that they have an ongoing obligation to ensure that all Covered Stores remain in full compliance with all applicable OSHA regulations and standards including the Covered Standards and further that they will make good faith and diligent efforts to ensure that all Covered Stores remain

in compliance with the regulatory standards covered by this Agreement. Respondents further agree to make diligent efforts to implement systemic programs that will attempt to reduce or eliminate any future patterns of violations (such as, but not limited to, removing a box from an exit route but then blocking the exit route again a week later).

- (D) Respondents agree that they have an ongoing future obligation to ensure that the cited violative conditions remain abated and to comply with the OSH Act.
- (E) All abatement that Respondents implement under this Agreement will be designed and intended to maintain full compliance with the Covered Standards going forward.
- (F) Respondents agree that stores that receive a Section VIII OSHA Notice under this Agreement will be added to the audit program included in Respondents' Enhanced Abatement Measures where cameras can be feasibly installed.

#### **X.**

#### **Service and Posting of this Agreement and Settlement Summary**

- (A) Respondents certify that there are no authorized employee representatives at its Covered Stores. Respondents further certify that it served this Settlement Agreement on the employees at 45 Constitution Boulevard, Kutztown, PA 19530 on August 17, 2023; 3040 East Pawnee Street, Wichita, KS 67211 on August 17, 2023; 1201 Quentin Road, Suite 8, Lebanon, PA 17042 on August 17, 2023; 5825 Dunham Road, Maple Heights, OH 44137 on August 17, 2023; and 2052 Lockbourne Road, Columbus, OH 43207 on August 17, 2023, by posting in accordance with Rules 7 and 100 of the Commission's Rules of Procedure.
- (B) Respondents further agree that, no later than 10 days after the Effective Date, they shall post at the stores identified in Section I of this Agreement, and as soon as practicable but no later than 30 (thirty) days after the Effective Date at all of the Covered Stores, for the duration of this Settlement Agreement, a notice of this Agreement with a summary of its contents, including the actions they have agreed to take with respect to all of the Covered Stores. Said Settlement Agreement summary is attached hereto as Appendix C.

#### **XI.**

#### **Modification of Abatement Deadlines**

- (A) The Parties stipulate and agree that Respondents reserve their right to petition OSHA to extend any deadlines set forth in this Agreement, including abatement, enhanced abatement measures, and any actions or notifications required pursuant to Section VIII, in a manner similar to a Petition for Modification of the Abatement Dates (PMA), pursuant to 29 C.F.R. 1903.14a.

For purposes of requesting a modification, Respondents agree to follow the process described in this Section and in 29 C.F.R. 1903.14a. OSHA agrees in good faith to review and consider any such requests, including requests regarding any conditions that may interfere with Respondents' ability to reasonably complete the subject action(s) timely, such as but not limited to severe weather events.

- (B) The Parties further stipulate and agree that any extension of time approved by OSHA in response to a PMA submitted by Respondents during the term of this Settlement Agreement shall be binding upon the Parties.

## **XII. Non-Admission**

Except for these proceedings, and matters arising out of these proceedings, and any other subsequent OSHA proceedings between the Parties, including all Covered Stores, none of the foregoing agreements, statements, findings, and actions taken by Respondents shall be deemed an admission by the Respondents of the allegations contained within the Citation and Notification of Penalty and the Complaint. The agreements, statements, findings, and actions taken herein are made for the purpose of compromising and settling this matter amicably, and they shall not be used for any other purpose whatsoever, except as herein stated.

## **XIII. Anti-Retaliation and Non-Discrimination Policy**

- (A) Respondents shall implement a policy prohibiting adverse actions, discrimination, and retaliation against any employee who: (1) made a complaint or raised concerns regarding non-compliance with the Settlement Agreement; (2) exercised their rights under the Settlement Agreement; (3) exercised their rights under the OSH Act, the OSH Act's implementing regulations, or any other anti-retaliation statute or regulation that OSHA enforces, including but not limited to the provisions of § 11(c)(1) of the OSH Act, or exercised their rights afforded by any of these Acts or regulations on behalf of others; and/or (4) filed any complaint or has instituted or caused to be instituted any proceeding under the jurisdiction of the Occupational Safety and Health Administration, or has testified or is about to testify in any such proceedings. Respondents' policy will provide notice to employees that complaints of unfair treatment because of the employee's race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability, or genetic information, can be filed with the Equal Employment Opportunity Commission (EEOC).
- (B) Within ten (10) days of execution of this Agreement, Respondents will mandate that all Covered Stores post copies of the OSHA Job Safety and Health: It's the Law poster, in both English and Spanish (OSHA 3165-English; OSHA



3167 – Spanish), as well as the OSHA Fact Sheet: “Filing Whistleblower Complaints Under Section 11(c) of the OSH Act of 1970,” in both English and Spanish, in conspicuous places at the Covered stores, in locations where notices to employees are customarily posted, and maintain this posting as required by 29 C.F.R. § 1903.2. As proof of posting, Respondents shall provide OSHA with a certification under penalty of perjury that each Covered Store has certified to Dollar Tree Management, LLC that this mandate has been issued and also provide a summary showing the certifications provided from the Covered Stores to Dollar Tree Management, LLC.

**XIV.**

**Costs**

Each Party hereby agrees to bear its own attorney’s fees, costs and other expenses incurred by such Party in connection with any stage of these proceedings, including but not limited to, attorneys’ fees which may be available under the Equal Access to Justice Act (EAJA), as amended.

**XV.**

**No Alteration of Employee Rights**

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

**Dated: August 17, 2023**

Respectfully submitted,

FOR THE COMPLAINANT:

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Stores, LLC