

CORPORATE-WIDE SETTLEMENT AGREEMENT

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

LORI CHAVEZ-DEREMER, Secretary of Labor,
United States Department of Labor,

Complainant,

v.

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

Respondents.

OSHRC Docket Nos.:

22-0234

22-0987

22-0995

21-0659

22-0626

ADDENDUM TO CORPORATE-WIDE SETTLEMENT AGREEMENT

This Addendum to Corporate-Wide Settlement Agreement is entered into on July 25, 2025 by and between **Complainant**, the 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 each of its subsidiaries, separately and independently, **Respondents**.

WHEREAS, on August 17, 2023, Complainant and Respondents entered into a Corporate-Wide Settlement Agreement (“Settlement Agreement” or “Agreement”) resolving the alleged violations of the Occupational Safety and Health Act of 1970, 29 U.S.C §§ 651, et seq., (the “Act”) included in Docket Nos. 21-0659, 22-0234, 22-0626, 22-0987, and 22-0995;

WHEREAS, on November 13, 2023, the Settlement Agreement became a Final Order of the Occupational Safety and Health Review Commission enforceable under Section 11(b) of the Act by court order filed in the U.S. Court of Appeals for the Fourth Circuit on May 28, 2024; and,

WHEREAS, the Parties have mutually recognized the effectiveness of the Settlement Agreement.

NOW, THEREFORE, through Respondents' Petitions to Modify the Abatement Date ("PMA") under 29 C.F.R, §1903.14a and by this Addendum (as incorporated in Respondents' PMA), the Parties hereby mutually agree as follows:

1. This Addendum shall extend the Settlement Agreement term for one year from the date the PMA becomes a final order or the original termination date of August 17, 2025, whichever is later ("Termination Date"). The Termination Date is subject to the early termination provision in Paragraph 2 and extension provision in Paragraph 3 of this Addendum.
2. Any party may terminate this Agreement early with 30 days written notice to the other parties without holding meetings as set forth in Section VI(D) of the Settlement Agreement.
3. Before the Termination Date, the parties may jointly agree in writing to extend the Settlement Agreement term for one additional year from the Termination Date established in Paragraph 1 herein. Any party may request to extend the Agreement term with written notice to the other parties no later than 120 days prior to the Termination date. Upon receiving written notice, the parties shall meet and confer no later than 90 days prior to the Termination Date pursuant to Section VI (C) of the Agreement. If the parties agree to extend the Agreement term, Respondents must notify all affected employees pursuant to the Service and Posting requirements set forth in Section X of the Agreement.
4. Except as modified in Paragraph 5 herein, all other terms of the Settlement Agreement, including the Mandatory Immediate Abatement Requirements at Section VIII, *et seq.*, shall remain unchanged and in full force and effect through the extended Agreement term as specified in Paragraph 1 of this Addendum.
5. Respondents having separated their corporate relationship since initially executing the Settlement Agreement, each of the Respondents, specifically Family Dollar Stores LLC and Dollar Tree Stores, Inc., are separately and independently responsible for their own obligations and liabilities under the Agreement. Exhibit B of the Settlement Agreement, entitled Enhanced Abatement Measures Related to S.P.E.E.D., at Section III(F)(2), states that Respondents will conduct backroom camera audits at approximately 2,000 stores per month during the Agreement term. With the separate corporate relationship between Respondents, this Addendum clarifies that each Respondent will conduct backroom camera audits in at least 1000 stores per month to continue conducting backroom camera audits in approximately 2,000 stores per month collectively between Respondents.
6. Respondents certify that there are no authorized employee representatives at its Covered Stores. Respondents will post a copy of the PMA attaching this Addendum and an updated Settlement Agreement summary at the stores identified in Section X(A) of the Agreement for ten working days no later than July 28, 2025 ("Posting Date"). Respondents will notify the Secretary of the Posting Date. Respondents will post a copy of the updated Settlement Agreement

summary at all its Covered Stores for the duration of this Agreement as soon as practicable, but no later than thirty days after this Addendum takes effect. Said updated Settlement Agreement summary is attached hereto as Appendix E.

7. Affected employees may object to Respondents' PMA in writing under 29 C.F.R. §1903.14a(c)(2) to the OSHA contacts identified in the PMA within ten working days of the Posting Date. This Addendum will take effect fifteen working days from the Posting Date absent any objection from the affected employees under 20 C.F.R. §1903.14a(c)(4). An uncontested PMA shall become a final order under sections 10 (a) and (c) of the Act.
8. 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 Addendum, as incorporated in Respondents' PMA (if the Secretary chooses to file an 11(b) petition).

Respectfully submitted,

FOR COMPLAINANT:

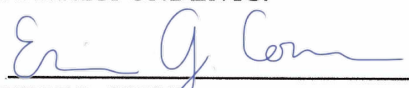
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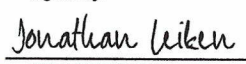
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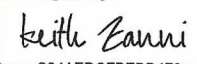

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