

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

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

Complainant,

v.

**DOLLAR GENERAL CORPORATION, dba
DOLLAR GENERAL et al**,

Respondents.

OSHRC Docket Nos.: 22-1016 et al
(Consolidated)

CORPORATE-WIDE STIPULATION AND SETTLEMENT AGREEMENT

I.

Scope and Intent of Settlement Agreement

Complainant, Acting Secretary of Labor, United States Department of Labor (“Complainant” or “Acting Secretary”), by and through her attorneys, and **Respondent**, Dollar General Corporation d/b/a Dollar General and its retail subsidiaries listed in Appendix A (collectively “Respondent”), hereby stipulate and agree that:

- (A) Complainant cited Respondent for alleged violations of the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651, *et seq.* (“the Act” or “OSH Act”) and issued Citations and Notifications of Proposed Penalties. Appendix B is a list of those citations with their corresponding inspection numbers, OSHRC docket numbers, and issuance dates.
- (B) Respondent is an employer within the meaning of Section 3(5) of the Act. Respondent 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.
- (C) Complainant and Respondent (“the Parties”) have agreed in this Corporate-Wide Stipulation and Settlement Agreement (“Settlement Agreement”) to resolve in full and as described below all matters in the citations identified in Appendix B. This Settlement Agreement also resolves the Secretary’s 11(b) petition pending before the Seventh Circuit in Case No. 22-2499 that will be withdrawn with Respondent’s non-objection.

- (D) Respondent represents that the “Enhanced Abatement Measures” identified in Section IV shall be applied on a corporate-wide basis to all of Respondent’s retail stores in the United States, with the exception of “pOpshelf” stores, and to all employees employed at those retail stores covered under the jurisdiction of the U.S. Occupational Safety and Health Administration (“Federal OSHA”) (referred to below as “Covered Stores”), unless otherwise specified herein. This Agreement also shall apply to any retail stores opened in the United States, excluding pOpshelf, by Respondent during the term of the Settlement Agreement (as defined in Section II (B)) that are in the jurisdiction of Federal OSHA. During the term of this Settlement Agreement, Respondent also shall provide Complainant annually with a list of Covered Stores, which shall include new stores opened or acquired and shall exclude stores closed or sold in the prior year.
- (E) Respondent represents that Appendix A lists all the corporate entities operating Dollar General retail stores, as described in Paragraph D of this Section. During the term of this Settlement Agreement, Respondent also shall provide Complainant annually with a list of corporate entities as described in this Paragraph, which shall include any new or acquired corporate entities.
- (F) If ownership of a Covered Store is transferred from one entity to another listed in Appendix A or a new corporate entity during the term of the Settlement Agreement, the acquiring entity shall be deemed legally obligated to continue to comply with the terms of the Settlement Agreement.
- (G) The Parties recognize that some of Respondent’s 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 the Settlement Agreement and encourage them to resolve any pending and potential enforcement actions under the umbrella of this model.

II.

Effective Date and Term of Settlement Agreement

- (A) The Settlement Agreement shall become effective on the date it is fully executed and signed by both Parties (the “Effective Date”).
- (B) The terms of the Settlement Agreement shall terminate two years from the Effective Date (“Termination Date”), unless the Parties jointly agree, in writing, to extend the Settlement Agreement, pursuant to Paragraph (C) of this Section or any party terminates the Settlement Agreement pursuant to the early termination provision set forth in Paragraph (D) of this Section. The two-year term of the Settlement Agreement is referred to below as the “Agreement Term.”
- (C) The Parties shall meet in person or remotely to review performance, progress, and implementation of this Settlement Agreement as described in Section VI, Paragraph (F) and discuss the Agreement Term, including the possibility of extending the

Agreement Term pursuant to Paragraph (B) of this Section or terminating the Agreement pursuant to Paragraph (D) of this Section.

- (D) Beginning six months following the Effective Date, if either party seeks early termination of this Agreement, the party shall first provide written notice to the other party of its intent to terminate. Following this notice, the Parties shall meet to confer in good faith about keeping the Settlement Agreement in effect. After this meeting, the Settlement Agreement may be terminated early by any party with 30 days written notice to terminate.

III.

Amendment and Resolution of Citation Items

- (A) Complainant has amended the citations as set forth in Appendix C.
- (B) The total amended, combined penalty for all dockets covered by the Settlement Agreement shall be twelve million dollars. Of that total amount, the individual penalty for each citation is set forth in Appendix C.
- (C) Respondent does not object to Complainant amending the Citations as set forth in Section III, Paragraph (A) above.
- (D) Respondent certifies that the specific violative conditions alleged in the above-referenced citations, as amended herein (“Covered Violations”), have been abated or will be abated within 10 days from the Effective Date. The abatement deadlines for the enhanced abatement measures in Section IV, Paragraphs (A) and (B), are set forth below.
- (E) Respondent represents that, for each of the Covered Violations, and for all enhanced abatement measures set forth in Section IV, Paragraphs (A) and (B), abatement verification and certification, as required by 29 C.F.R. 1903.19(c), and abatement documentation, as required by 29 C.F.R. 1903.19(d), shall be signed by an executive or senior director of Respondent and submitted to OSHA’s Director (or Acting Director) of its Directorate of Enforcement Programs no later than 30 days from the date of the Commission’s final order terminating the proceedings in the dockets covered by the Settlement Agreement, unless otherwise specified herein.
- (F) The Citations and Notifications of Penalties in Section I, Paragraph (A) and Appendix B, as amended by Section III, Paragraph (A), are deemed amended to include the full terms of this Settlement Agreement, including but not limited to all enhanced abatement measures set forth in Section IV, and all implementation dates which are delineated in this Settlement Agreement.
- (G) This Settlement Agreement resolves any open inspections that Federal OSHA has at the date of execution alleging violations at one or more of the Covered Stores of 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”).

IV.

Enhanced Abatement Measures

Respondent further states and agrees that it has implemented or will implement all the following enhanced abatement measures at all Covered Stores (unless otherwise specified herein) by the deadlines set forth in this Section. Respondent agrees that it will maintain the enhanced abatement measures in this Section throughout the Agreement Term.

(A) Respondent represents that it has already implemented and agrees to maintain for the Agreement Term the following enhanced abatement measures:

1. **Safety and Health Program**: Respondent represents that it has established and implemented an Injury & Illness Prevention Program that applies to all Covered Stores as described in the Dollar General Safety Policies and Procedures (Rev. 1/18).
2. **Inventory Control, Third Party Consultant, and Root Cause Analysis**: Respondent has retained an independent, third-party consultant (“Consultant”) with relevant expertise in the retail industry to make substantial and lasting improvements in Respondent’s operations and performance. Respondent relied on the Consultant’s findings and recommendations to initiate hazard identification and analysis of enterprise-wide contributing factors as follows:
 - i. The Consultant has analyzed Respondent’s current operating model, including an assessment of its stores, supply chain, logistics, merchandising, and other technological resources, to identify operational solutions and improvements to various store-level operational challenges, including those that could impact worker safety.
 - ii. The Consultant recommended enhancements that revamp product flows to and within the stores to streamline and create more productive backroom receiving areas, reduce overstock, increase storage capacity, and augment operational efficiencies.
 - iii. Respondent has internally analyzed and prepared a summary of the Consultant’s findings and recommendations, which it shared with OSHA on June 5, 2023 and January 30, 2024, and which Complainant shall treat as proprietary and confidential subject to the Commission’s Protective Order dated June 5, 2023.
 - iv. Respondent has selected, adopted, and agreed to implement the following Consultant recommendations as enhanced abatement

measures within two years of the Effective Date as set forth in Paragraph (B) of this Section: reducing the amount of inventory by stock-keeping unit (SKU) count, reducing the use of floor stands, using closed circuit television (CCTV) cameras to monitor safety issues and to identify stores that may need additional support, and implementing phased distribution enhancements to improve tote assortment and increase stocking efficiency.

3. **Compliance Audits:** Respondent has retained an independent, third-party auditor (“Auditor”) to perform unannounced compliance audits annually at all Covered Stores with an area of focus on compliance with the Covered Standards. The Auditor completed the first year of assessments on February 2, 2024 for fiscal year 2023. The Auditor uses observation and a standard set of inquiries, completed in writing, to assess the safety conditions in the store, including the backroom receiving area and sales floor aisles. Respondent uses data from these third-party compliance audits in conjunction with internal data to detect trends and identify stores that require additional support. At each of the Covered Stores where audits are performed, the Auditor performs (and will continue to perform during this Agreement Term) the audits in accordance with the following:

- i. The audits have assessed and shall continue to assess whether: (1) all emergency exit doors and paths to those doors are clear and free of obstructions; (2) pathways to electrical panels are clear and free of obstructions; (3) areas in front of fire extinguishers are visible, unobstructed, and accessible; (4) extension cords and surge protectors are not used in place of permanent electrical wiring; (5) sales floor aisles and hallways are free of obstructions; and (6) totes are stacked no more than six high.
- ii. No prior warning or announcement has been made or shall be made in the future by the Auditor, Respondent, or its agents to a Covered Store prior to visiting that Covered Store to perform the audit.
- iii. Prior to leaving each of the Covered Stores, the Auditor documents its findings and notifies the Store Manager or other key carrier on duty of any safety and/or health issues to be addressed and corrected immediately. Within 24 hours of the visit, the Auditor submits a copy of the report to the store operations team at the corporate office. Respondent shall retain a copy of these reports during the Agreement Term and for one year thereafter.
- iv. After receiving a copy of the audit, the store operations team emails the relevant District Managers, Regional Directors, and Division Vice-Presidents to notify them that an audit of one of the stores in their area

of responsibility was completed, with a link to the results. If the audit includes a safety violation, the District Manager is also instructed to contact the Store Manager immediately to ensure that all blocked aisles, exits, electrical panels, and/or fire extinguishers have been cleared and that there is appropriate clearance for all paths of travel to emergency exit doors, electrical panels and fire extinguishers. The Senior Vice Presidents of Store Operations have access to the results of the audits.

- v. Weekly, the Executive Vice President of Store Operations receives a summary of audits conducted the prior week and a link to the results.
 - vi. Respondent analyzes the data collected by the Auditor and uses it to identify trends and to direct attention to stores, markets, or other areas that require further analysis, inquiry, and corrective action.
 - vii. The Auditor conducts unannounced re-assessments of any stores that did not satisfactorily pass the initial audit.
4. **Designated Safety Staff:** Respondent has created, filled, and will maintain a “Director of Safety” role, or an equivalent, which reports through the Risk Management department. This position is intended to provide leadership and support for overseeing and promoting a culture of safety.
5. **Safety Operations Center:** Respondent has created and will maintain a Safety Operations Center (SOC) to reinforce and drive operational expectations and standards, detect store hazards, and further support safety performance as outlined in the documents produced pursuant to the Commission’s Protective Order on June 5, 2023. The SOC became fully operational as of March 4, 2024, and SOC staff report weekly to the Executive Vice President of Store Operations. The SOC reviews the third-party compliance audit data and conducts randomized safety inspections of all Covered Stores via CCTV monitoring at least 26 times per year. Store Operations will continue to work with cross-functional teams involving supply chain and transportation, human resources, as well as real estate and store planning to create sustainable, long-term safety solutions. Store Operations will report monthly to Respondent’s Board of Directors. Respondent agrees that the SOC will continue to operate for the Agreement Term in the manner described in this paragraph.
6. **Hotline/QR Code Response Policy and Procedures:** Respondent has contracted with a third-party vendor to manage and maintain a reporting hotline that employees and the public can use to report store issues, including potential safety concerns. Specifically, Respondent has created, and placed in its stores, a sign with a toll-free number that individuals can call to report issues over the phone and a QR code that individuals can use to report issues online.

Individuals may identify themselves or remain anonymous. The QR code and number are posted at various locations throughout the store. Respondent's Asset Protection team promptly investigates and works with store leaders to resolve reported safety concerns received through the hotline/QR Code. Respondent will continue to implement this system as described in this paragraph during the Agreement Term.

(B) Respondent shall implement the following additional enhanced abatement measures within 60 days of the Effective Date, unless another timeframe is specified herein:

1. **Evaluate and Update Safety and Health Program** Respondent shall, at its expense, retain an independent third-party consultant who is qualified by virtue of knowledge or experience to:

- i. Evaluate Respondent's safety and health program to ensure the program accounts for the principles outlined in ANSI/ASSP Z10, Recommended Practices for Safety and Health Programs, OSHA Publication 3885 (October 2016), or other similar programs developed to address workplace conditions or hazards and incorporates the following core components of a Safety and Health Management System (SHMS): management leadership, worker participation, hazard identification and assessment, hazard prevention and control, education and training, and program evaluation and improvement, and provide written feedback within 60 days of the Effective Date.
- ii. Update Respondent's safety and health program, as necessary, within 60 days of the Effective Date and provide an updated copy to OSHA 30 days prior to the first quarterly meeting (see Section VI). Respondent shall also provide a written report to OSHA summarizing the consultant's recommendations and implemented actions, if any, pursuant to the Reporting and Meeting Requirements in Section VI.

2. **Additional Root Cause Actions:** Respondent shall track its progress under this Settlement Agreement and meet quarterly with OSHA to report on such progress as outlined in Section VI. Respondent will use this information to determine if additional root cause analysis is required to maintain progress and compliance with the Settlement Agreement.

3. **Establish a Safety Team and Structure:** Respondent shall establish a dedicated safety team and structure as follows:

- i. In addition to maintaining the Director of Safety position, or its equivalent, and the SOC, within 45 days of the Effective Date, Respondent shall post a job announcement to hire at least two additional safety managers to manage,

coordinate, and implement the safety and health program. These additional managers shall have experience with workplace safety and health. These additional managers shall, at Respondent's expense, also complete advanced training on workplace safety and health, the components of Respondent's safety and health program, and their role under Respondent's program within 60 days of the date of hire.

- ii. Develop and implement policies and procedures that describe the Director of Safety and designated safety managers' roles and responsibilities in supporting Respondent's implementation of the enhanced abatement measures in this Section; responding to issues uncovered during SOC activities, compliance audits, and other sources (e.g., hotline/QR code) if applicable; and analyzing data to create sustainable, long-term safety solutions, as outlined in the document produced pursuant to the Commission's Protective Order on June 5, 2023, within 60 days of the Effective Date. Respondent's policies and procedures should facilitate cross-functional information sharing and collaboration among all responsible parties, including the SOC and safety team, to implement and enhance Respondent's safety program.

4. **Safety and Health Training for Leadership:** Respondent shall, at its expense, ensure the CEO, the Director of Safety, and all other senior executive leadership receive training regarding corporate responsibility for workplace safety and health, the components of Respondent's safety and health program, and the terms of this Settlement Agreement, including rights of workers under the OSH Act to report hazards or unhealthy conditions to OSHA or management without fear of retaliation. Further, senior leadership shall review Respondent's compliance with the Settlement Agreement on a quarterly basis.
5. **Safety and Health Training for Non-Managerial Employees:** Respondent's non-managerial store employees shall, at Respondent's expense, receive safety and health training at the time of hire and a monthly refresher on safety issues, including, among other things, the hazards covered by the Settlement Agreement, employee rights to a safe and healthy workplace under the OSH Act (including complaints or reports to the employer, to OSHA, or to other government agencies about unsafe or unhealthful working conditions or hazards in the workplace without fear of retaliation), and their role under Respondent's safety and health program to begin within 30 days of the Effective Date.
6. **Establish a Safety and Health Committee:** Respondent shall establish a safety and health committee composed of both managerial and non-managerial employees. Non-managerial employees must represent at least 50 percent of the committee's membership. The committee shall be advisory only and shall not have among its responsibilities or authority the negotiation of or agreement to any terms

or conditions of employment, including but not limited to terms or conditions related to workplace safety or the functioning of the committee. Nor shall the committee negotiate or agree to any such term. While all final decisions regarding the development and implementation remain solely with Respondent, Respondent shall involve the committee in the following:

- i. Developing and implementing Respondent's safety and health program.
- ii. Developing and implementing an internal communication plan to encourage employee participation and reinforce management commitment to ensuring workplace safety and health. The communication plan shall allow for the free flow of information between store employees and field management as well as field management and senior leadership to address store concerns and immediately abate hazards.

7. **Inventory Control and Resolution Management:** Respondent shall reduce the use of floor stands by 50 percent; reduce SKU assortment in all Covered Stores by eliminating at least 800 to 1000 SKUs; and implement phased distribution enhancements that improve tote assortment and increase stocking efficiency, as identified by the Consultant and selected by Respondent, during the Agreement Term. The Parties will discuss Respondent's progress on these enhancements and establish timelines for progress, as set forth in the Reporting and Meeting Requirements in Section VI.

8. **Truck Deliveries:** Respondent shall develop and implement policies and procedures to manage truck deliveries as outlined in the document produced pursuant to the Commission's Protective Order on June 5, 2023, and as follows:

- i. Regional Directors shall have the authority and discretion to stop a truck delivery when appropriate based on a store's backroom capacity that may create reasonable concerns about emergency exit route and safety conditions. Regional Directors must submit a request to stop a truck before 3 p.m. at least two days after receiving the current week's truck delivery.
- ii. Respondent shall develop and implement a communication system for delivery trucks to provide an estimated time of delivery that allows Respondent to plan for delays and allocate resources to unload trucks. Respondent will communicate truck delivery days and estimated times of delivery to field managers using Respondent's scheduling application, Atlas (sometimes referred to as Legion). Automated messages will be sent to the stores two days prior to the delivery day with a carton count and day and time of delivery. If a truck is delayed, the carrier will send a message to the store. In the event of a late notice by the carrier, Respondent will issue labor

credits to the store. Respondent will also issue labor credits to a store where GPS data show the delivery was late, or based on carrier communication of late delivery if no GPS data is available. Credits will be communicated to the store and visible in the scheduling system within three days after the scheduled delivery date.

9. **Storage Reminders and Containers:** Respondent shall have brightly colored safety lines or another feasible alternative and “do not block” stickers to ensure clearance around electrical panels and exit doors. Stores with limited backroom receiving storage may request and utilize a storage pod to temporarily manage excess inventory, provided that employees can safely access the storage pods to perform work duties at all times.
10. **Retention of Abatement Records:** Respondent will maintain SOC and related data, including any verification that safety issues identified were corrected, during the Agreement Term.

V.

OSHA Follow-up and Monitoring Inspections

The parties agree that OSHA has a right of entry to conduct any monitoring inspections during the Agreement Term that are necessary to verify compliance with the provisions in the Settlement Agreement. Respondent shall not require warrants for entry by OSHA into Covered Stores for that purpose and shall not require subpoenas for access to non-privileged documents, witnesses, or other information related to compliance with this Settlement Agreement. Respondent also agrees to provide background information for use in monitoring, including names, titles, and contact information for corporate and local management. The scope of the OSHA monitoring inspections shall be limited to the verification of compliance with this Settlement Agreement unless other non-compliant conditions are observed in the plain view of an OSHA representative during the monitoring inspection. If, pursuant to this section, OSHA identifies alleged non-compliance by a Covered Store with one or more of the following Covered 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), any such alleged noncompliance pursuant to this Section shall be handled in accordance with Section IX of this Settlement Agreement, if applicable.

VI.

Reporting and Meeting Requirements

- (A) Respondent has begun developing indicators, including those consistent with the guidance in *Using Leading Indicators to Improve Safety and Health Outcomes*, OSHA Publication 6742 (June 2019) or other relevant guidance, and store level metrics it believes will demonstrate the effectiveness of Respondent's safety and health program and the enhanced abatement measures in Section IV and track Respondent's progress and compliance with this Settlement Agreement. Respondent will submit the indicators to OSHA in writing within 60 days of the Effective Date. The Parties shall discuss the indicators at the quarterly meetings described in Paragraph B of this section and Respondent shall trend the indicators, as applicable, for the remainder of the Agreement Term.
- (B) The Parties shall meet quarterly, in person or virtually, for the first year of the Agreement Term to discuss Respondent's progress and collaboratively address any questions or concerns related to Respondent's implementation of the enhanced abatement measures in Section IV and compliance with this Settlement Agreement. The Parties are responsible for the following:
1. The Parties shall mutually set and agree on Respondent's leading and lagging indicators to monitor Respondent's implementation of the enhanced abatement measures identified in Section IV of this Settlement Agreement. The Parties shall memorialize the agreed upon indicators in writing within one week after each meeting.
 2. Respondent shall prepare and submit a written report to OSHA at least two weeks in advance of each meeting describing their activities and performance related to each of the enhanced abatement measures identified in Section IV of this Settlement Agreement, including but not limited to actions taken based on the root cause analysis; actions remaining to fully implement the enhanced abatement measures in Section IV; and any corrective actions taken based on information obtained from third-party compliance auditing, CCTV monitoring, and other sources (if applicable) during the reporting period (other than any such activities already reported to OSHA under Section IX(F) of this Settlement Agreement).
 3. OSHA shall provide Respondent in writing data it has collected at least two weeks in advance of each meeting, such as information on complaints, referrals, and inspections during the reporting period.
- (C) Respondent shall continue to submit a quarterly written report to OSHA for the second year of the two-year Agreement Term addressing Respondent's activities and performance related to each of the enhanced abatement measures identified in Section IV of this Settlement Agreement as described in Paragraphs (B) and (B)(2) of this Section.

- (D) During the Agreement Term, Respondent shall review its safety and health program at least every 12 months and provide a written report to OSHA addressing the review process and the outcome of review, including any updates or changes to its program.
- (E) Respondent shall submit its updated safety and health program and the accompanying written report to OSHA as specified in Section IV (B)(1) of this Settlement Agreement.
- (F) The Parties shall meet no later than 90 days following the Effective Date pursuant to Section II, paragraph (C), upon Respondent's request, to determine whether the Mandatory Abatement Requirement procedures described in Section IX are feasible and appropriate according to the criteria in Paragraph (F)(1) and (F)(2). Such meeting(s) shall be held concurrent with the quarterly meetings prescribed in Paragraph (B) of this Section.
 - 1. If Respondent determines, in consultation with OSHA, that any alleged non-compliance of a Covered Standard can be handled pursuant to the terms in Section IX, Section IX shall become effective within five business days following the meeting.
 - 2. If Respondent determines, in consultation with OSHA, that any alleged non-compliance of a Covered Standard cannot be handled pursuant to the terms in Section IX, Section IX will not take effect and OSHA shall continue to handle complaints and referrals alleging noncompliance of the Covered Standards in accordance with the procedures described in OSHA's Field Operation Manual. The Parties will meet again no later than 90 days following the initial meeting, upon Respondent's request, pursuant to Section II Paragraph (C), to reassess implementing the Section IX procedures.

VII.

Withdrawal of Notice of Contest and Entry of Final Order

- (A) Respondent hereby withdraws its Notices of Contest for the matters listed in Appendix A and agrees that the citations, penalties, and all abatement and enhanced abatement measures (as set forth and amended herein) shall become a final, enforceable order of the Commission on the same date as the Order Terminating Proceeding becomes a final order, as set forth in the Notice of Docketing issued by the Executive Secretary of the Commission.
- (B) Respondent agrees that, subject to Section XIII of the Settlement Agreement, its failure to comply with the Settlement Agreement is enforceable by issuance of notices for failure to abate pursuant to Sections 10 and 17 of the OSH Act, and/or by enforcement under Section 11(b).

VIII.

Payment of Penalties

Respondent certifies that the total penalty of twelve million dollars shall be paid by Respondent to OSHA within 60 days of the Effective Date. Respondent shall make that payment by forwarding a check made payable to “U.S. Department of Labor-OSHA” at the following address: OSHA-Office of Financial Management, 200 Constitution Avenue NW, Room N3419, Washington, DC 20210.

IX.

Mandatory Immediate Abatement Requirement

- (A) Subject to Section VI, Paragraph (F) and the exceptions in Paragraph (C) of this Section, if OSHA receives a complaint or referral regarding a Covered Store that implicates one or more Covered Standards, OSHA shall notify Respondent of such allegation by sending an email (“Section IX OSHA Notice”) to the following email address created for purposes of receiving notices from Complainant pursuant to this Settlement Agreement: [REDACTED]

In the Section IX 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 hybrid complaints or referrals implicating an alleged violation(s) of a Covered Standard(s) under this Agreement shall be governed by the procedures in this Section. The part(s) of the hybrid 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 Respondent of the blocked exit route as set forth in Paragraph (A) of this Section, 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 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 this Section.

- (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;
 - An 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 IX OSHA Notice, except as otherwise specified in Paragraph (I) of this Section, Respondent shall immediately investigate and abate any noncompliant condition within 48 hours, which time period commences the morning after the notification is received by Respondent at the email address above at 9:00 AM local time where the subject store is located (“48-hour Abatement Period”).
- (E) To abate an alleged violation of the Covered Standards subject to the Mandatory Abatement Requirement described in this Section, Respondent anticipates it may need to temporarily store merchandise in an aisle in the storeroom or a retail portion of the store and may do so subject to the following stipulations:
1. If Respondent temporarily stores merchandise in such an aisle(s), Respondent shall ensure that this temporary storage does not itself create a hazard under the OSH Act and its implementing regulations and standards, or under any other safety and health laws, regulations, codes, ordinances, or other requirements (e.g., blocking egress or creating unstable storage conditions). Respondent shall rope or otherwise block off the aisle(s) serving as a temporary storage area to prevent employees and customers from accessing it and shall have signage clearly prohibiting access.
 2. The temporary storage described in this Paragraph shall last no longer than 15 days.
- (F) Respondent shall provide verification and documentation of abatement to OSHA (“Section IX Abatement Verification”). This Section IX Abatement Verification shall be sent to the OSHA email address that notified Respondent of the alleged violation(s) (i.e., the email address that sent the Section IX 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. Respondent shall not submit Section IX 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 27 hours after the expiration of the 48-hour Abatement Period, then Monetary Assessments specified in Section IX, Paragraph (H) 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 Respondent can show that abatement was fully completed within the 48-hour Abatement Period but that an unforeseeable issue prevented notification. It is not the intent of this Settlement Agreement to require, nor does this Settlement Agreement, require Monetary Assessments to be triggered or accrue for failure to timely submit the required Section IX Abatement Verification to OSHA unless the failure to submit Section IX Abatement Verification relates to Respondent's 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 IX OSHA Notice. For alleged violations where noncompliance was not found by Respondent, the date and time when that determination was made shall be included.
4. Confirm in the Section IX 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 Section IX 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), Section IX Abatement Verification shall, at a minimum, include: Timestamped Photographic Evidence, as defined below, or video evidence with time-stamp showing the exit route(s) identified in the Section IX 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), Section IX 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 IX 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), Section IX 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 IX 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), Section IX 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 IX 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 of 29 C.F.R. 1910.303(g)(1), Section IX 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 IX 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 of 29 C.F.R. 1910.157(c)(1), Section IX 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 IX 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.

- (G) If Respondent provides Section IX Abatement Verification meeting the requirements in Section IX, Paragraph (F) to OSHA within 27 hours of the 48-hour Abatement Period demonstrating that the alleged violation(s) has been abated (or that no violation had existed), and OSHA determines the alleged condition(s) violating the Covered Standards in the Section IX OSHA Notice have 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 the alleged violation(s) nor issue a citation for the alleged violation(s), and Respondent will not be subject to any Monetary Assessments pursuant to this Agreement.
- (H) If Respondent does not complete abatement of the alleged noncompliance with any Covered Standard within the 48-hour Abatement Period and/or does not furnish the Section IX Abatement Verification pursuant to Section IX, Paragraph (F), Respondent shall accrue daily monetary assessments (“Monetary Assessments”) up to \$500,000 per Section IX 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 IX, 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 IX 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 (F)(1) of this Section, Respondent later demonstrates that abatement occurred within the 48-hour Abatement Period.
 2. If Respondent has submitted Abatement Verification required by Section IX, Paragraph (F), but OSHA does not agree that Respondent’s abatement obligations have been satisfied, OSHA must notify Respondent of the basis for its determination. From the time Respondent provides Abatement Verification through the time OSHA provides notification to Respondent 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 (H)(1) of this Section will be tolled. From such time agreement between the Parties is reached, Respondent 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. Except as provided in Section IX, (H)(2), if Respondent has not submitted Abatement Verification satisfactory to OSHA, immediately following Respondent’s accrual of the maximum Monetary Assessments of \$500,000, or 168 hours after OSHA issues its Section IX 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 (H) of this Section shall be paid within 90 days of OSHA's Section IX 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 Respondent corrects the noncompliant condition(s) and OSHA receives the requisite Abatement Verification by the timeframes set forth in Paragraph (F) of this Section, during the Agreement Term, OSHA may conduct a monitoring inspection, as described in Section V of this Settlement Agreement, 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, Respondent 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 IX of this Agreement, including providing a Section IX 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 Respondent retains 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 as Appendix D.
- (I) For remote retail store locations ("Remote Stores"), the Parties shall implement the Mandatory Immediate Abatement Requirement described in this Section IX as modified by the following provisions:
1. Within 60 days of the Effective Date, Respondent will provide OSHA with a list of all its Remote Stores, broken down by Federal and State OSHA jurisdiction. Respondent will update its list of Remote Stores and provide it to OSHA quarterly coinciding with the Reporting and Meeting requirements described in Section IV.
 2. If Respondent receives a Section IX OSHA Notice regarding a Remote Store and determines it cannot abate the alleged violation(s) of a Covered Standard(s) within the 48-hour Abatement Period due to inadequate staffing or other resources, Respondent will notify OSHA before the 48-hour Abatement Period expires by replying to the OSHA email address that sent the Section IX OSHA Notice.

3. If Respondent gives timely notice to OSHA under Paragraph (I)(2), the 48-hour Abatement Period shall be tolled until, subject to Paragraph (I)(5), Respondent secures adequate staffing or other resources.
 4. Pending abatement of the alleged violation(s) of a Covered Standard(s), Respondent shall close the subject Remote Store to employees and the general public and compensate all employees who were scheduled to work during the closure.
 5. Respondent shall arrange for the arrival of adequate staffing or resources at the subject Remote Store within forty-eight (48) hours of Respondent's notice to OSHA under Paragraph (I)(2) and notify OSHA in advance of the scheduled arrival time by replying to the email address that sent the Section IX OSHA Notice. The 48-hour Abatement Period will commence at that scheduled arrival time communicated to OSHA. If there are extenuating circumstances that significantly delays arrival, Respondent will notify OSHA of those circumstances and the updated arrival time via email as soon as practicable.
- (J) The parties may meet outside of the quarterly meetings described in Section VI, if necessary or helpful, to address any questions or concerns about administering the Mandatory Immediate Abatement Requirement provisions in this Section.

X.

Ongoing, Future Abatement Obligations

- (A) Respondent agrees that they have an ongoing obligation to ensure that the cited violative conditions remain abated at all Covered Stores and to comply with the OSH Act.
- (B) To the best of Respondent's knowledge and belief, Respondent represents that it is currently complying, and in the future will in good faith continue to comply, with the provisions of the Act, and applicable standards promulgated pursuant to the Act.

XI.

Non-Discrimination/Anti-Retaliation Policy

Respondent will include in the Settlement Summary a statement that prohibits adverse action, discrimination, and retaliation against any employee who makes a complaint or raises concerns regarding non-compliance with the Settlement Agreement or exercises their rights under the Settlement Agreement, the OSH Act, the Act's implementing regulations, or any other anti-retaliation statute or regulation that OSHA enforces, including the provisions of section 11(c)(1) of the Act, by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or has instituted or caused to be instituted any proceeding under the Act, or has testified or is about to testify in any such proceedings, or because of the exercise of such employee on behalf of themselves or others of any rights afforded by any of the Act. Respondent will maintain a policy that prohibits

retaliation against employees that engage in protected activity, including exercising their rights under the OSH Act.

Within 10 days of the Effective Date, Respondent shall 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: Your Rights as a Whistleblower, in both English and Spanish, in conspicuous places at all Covered Stores and in locations where notices to employees are customarily posted. Respondent shall maintain this posting as required by 29 C.F.R. § 1903.2. As proof of posting, Respondent shall provide OSHA with a certification under penalty of perjury that all Covered Stores have posted the required notices.

XII.

Service and Posting of this Agreement and Settlement Summary

- (A) Respondent certifies that there are no authorized employee representatives at its Covered Stores. Respondent further certifies that it served this Settlement Agreement on the employees at the Covered Stores by posting the Agreement on July 11, 2024, in accordance with Rules 7 and 100 of the Commission's Rules of Procedure.
- (B) Respondent further agrees that, no later than 10 days after this Settlement Agreement is fully executed, it shall post at all its Covered Stores, for the duration of this Settlement Agreement, a notice of this Agreement with a brief summary of its contents, including the actions it has agreed to take with respect to all of its Covered Stores. The Settlement Agreement summary is attached as Appendix E. If necessary, Respondent shall have the summary translated into the language spoken by the employees at a facility, if that language is not English.

XIII.

Modification of Abatement Schedule

- (A) The Parties stipulate and agree that Respondent reserves a right to petition OSHA for modification of the abatement dates, pursuant to 29 C.F.R. 1903.14a, if Respondent is unable to meet any abatement deadlines set forth above because of factors beyond its reasonable control and despite its good faith efforts to comply with the required abatement measures. The Parties agree that this reservation of right to petition OSHA for modification of abatement dates applies equally to any and all deadlines applicable to the Enhanced Abatement Measures identified in this Settlement Agreement. For purposes of requesting a modification of any date by which an Enhanced Abatement Measure under this Settlement Agreement must be met, Respondent agrees to follow the process described in this Section and in 29 CFR. 1903.14a.
- (B) OSHA agrees that any such Petition for Modification of Abatement Date ("PMA") submitted by Respondent to OSHA, and any extension of time approved by OSHA in response to such a PMA, need not be made specific to a single store, but may be

made to apply to any or all of the Covered Stores. The Parties further stipulate and agree that any extension of time approved by OSHA in response to a PMA submitted by Respondent during the term of this Settlement Agreement shall be automatically incorporated into this Settlement Agreement and binding upon the Parties.

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.

Respectfully submitted,

FOR THE COMPLAINANT:

Signed on: **July 11, 2024**

SEEMA NANDA
Solicitor of Labor

EDMUND C. BAIRD
Associate Solicitor for
Occupational Safety and Health

/s/ Peter Vassalo
PETER VASSALO
Counsel for Special Litigation

/s/ Catherine Seidelman
CATHERINE SEIDELMAN
Senior Attorney

FOR THE RESPONDENT:

Signed on: **July 11, 2024**

/s/ Eric E. Hobbs
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Corporation d/b/a Dollar General,
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/s/ Rachel Graeber
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/s/ Melanie Stratton
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/s/ Kathryn Hagerman
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Atlanta Regional Solicitor's Office
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Atlanta, GA 30303

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

/s/ Steven Deckard
STEVEN DECKARD
Senior Vice President of Store
Operations

APPENDIX A

LIST OF DOLLAR GENERAL RETAIL CORPORATE ENTITIES

1. Dolgencorp, LLC
2. DG Louisiana, LLC
3. Dolgencorp of Texas, Inc.
4. DG Retail, LLC
5. Dolgen California, LLC
6. Dolgen Midwest, LLC
7. Dolgen New York, LLC (formerly Dolgencorp of New York, Inc.)
8. Dolgen Rhode Island, LLC
9. Dollar General Partners

APPENDIX B

CITATIONS AND NOTIFICATIONS OF PROPOSED PENALTIES

*Note: OSHA inspection numbers 1624207 and 1633160 appear under multiple OSHRC docket numbers. This appendix lists all the OSHRC docket numbers for these inspections as they appear in the Chief Administrative Law Judge's orders granting consolidation.

OSHRC Docket No.	OSHA Inspection No.	Issuance Date
22-0862	1570337	6/27/2022
22-1023	1586442	8/11/2022
22-1022	1585315	8/11/2022
22-1016	1578203	8/11/2022
22-1427	1592900	9/23/2022
22-1336	1590827	10/6/2022
22-1228	1589448	10/6/2022
22-1225	1588719	10/6/2022
22-1223	1590571	10/6/2022
22-1355	1605438	10/12/2022
22-1537	1598544	10/26/2022
22-1339	1592570	10/26/2022
22-1338	1596914	10/26/2022
22-1337	1593249	10/26/2022
22-1335	1599567	10/26/2022
22-1325	1599901	10/26/2022
22-1323	1597065	10/26/2022
22-1480	1599864	11/17/2022
22-1484	1598433	11/18/2022
23-0012	1600211	12/6/2022
23-0075	1601808	12/12/2022
23-0185	1632880	1/10/2023
23-0131	1607700	1/12/2023
23-0214	1618404	1/17/2023
23-0120	1631871	1/17/2023
23-0139	1610313	1/24/2023
23-0138	1610304	1/24/2023

OSHRC Docket No.	OSHA Inspection No.	Issuance Date
23-0189	1612332	1/31/2023
23-0169	1636996	1/31/2023
23-0296	1619287	2/13/2023
23-0397	1620874	2/27/2023
23-0382	1618347	2/27/2023
23-0556	1619295	2/28/2023
23-0555	1620707	2/28/2023
23-0391	1622439	3/1/2023
23-0391 23-0556 23-0555	1624207*	3/16/2023
23-0598	1626780	3/24/2023
23-0553	1633919	3/27/2023
23-0686	1636766	4/11/2023
23-0623	1628348	4/12/2023
23-0681	1629897	4/13/2023
23-0740	1634018	4/26/2023
23-0739	1631758	4/26/2023
23-0738	1642104	4/26/2023
23-0737	1631751	4/26/2023
23-0736	1635384	4/26/2023
23-0735	1631055	4/26/2023
23-0741	1631749	4/27/2023
23-0785	1650710	5/1/2023
23-0754	1632965	5/2/2023
23-0741 23-0754 23-0735 23-0737 23-0739 23-0740 23-0736 23-0738 23-0784 23-0785 23-0786	1633160*	5/2/2023
23-0786	1633786	5/8/2023

OSHRC Docket No.	OSHA Inspection No.	Issuance Date
23-0868	1637364	5/9/2023
23-0909	1641368	5/15/2023
23-0869	1635001	5/15/2023
23-0784	1634517	5/15/2023
23-1083	1636963	5/16/2023
23-0873	1635689	5/16/2023
23-0872	1636820	5/16/2023
23-0871	1637914	5/16/2023
23-0915	1636590	5/18/2023
23-0914	1636405	5/18/2023
23-0867	1644509	5/22/2023
23-0845	1637061	5/23/2023
23-0931	1636465	5/26/2023
23-0930	1636477	5/26/2023
23-0913	1645069	5/31/2023
23-1357	1637477	5/31/2023
23-1012	1638822	6/5/2023
23-0908	1638189	6/5/2023
23-0846	1637035	6/20/2023
23-1270	1648235	6/23/2023
23-1141	1648976	7/13/2023
23-1139	1649007	7/13/2023
23-1159	1645831	7/24/2023
23-1158	1652784	7/24/2023
23-1157	1649749	7/24/2023
23-1207	1645896	7/25/2023
No docket # assigned	1649598	8/8/2023
No docket # assigned	1649596	8/8/2023
23-1628	1651681	8/9/2023
23-1555	1671454	9/21/2023
23-1508	1670306	9/27/2023
23-1702	1661215	10/6/2023
24-0095	1688925	1/3/2024
24-0090	1688920	1/3/2024
24-0094	1688917	1/3/2024

OSHRC Docket No.	OSHA Inspection No.	Issuance Date
24-0129	1688147	1/5/2024
24-0312	1690343	2/7/2024
24-0281	1710826	2/20/2024
24-0372	1713420	3/4/2024
24-0367	1700412	3/7/2024

APPENDIX C

AMENDMENTS TO CITATIONS AND PENALTIES

Complainant has amended the Citations and Notification of Penalties in the consolidated docket to adjust the penalties for the following citations:

Docket No.	Inspection No.	Citation	Issuance Date	Classification	Standard	Initial Penalty	Current Penalty	Amendment
22-0862	1570337	1-1-a	6/27/2022	Repeat - Serious	1910.37(a)(3)	136741	93435.66	Penalty
22-1016	1578203	1-1	8/11/2022	Repeat - Serious	1910.22(a)(1)	145027	93435.66	Penalty
22-1016	1578203	1-2	8/11/2022	Repeat - Serious	1910.37(a)(3)	145027	93435.66	Penalty
22-1023	1586442	1-1	8/11/2022	Repeat - Serious	1910.22(a)(1)	91157	93435.66	Penalty
22-1023	1586442	1-2	8/11/2022	Repeat - Serious	1910.37(a)(3)	91157	93435.66	Penalty
22-1023	1586442	1-4	8/11/2022	Repeat - Serious	1910.303(g)(1)(ii)	91157	93435.66	Penalty
22-1225	1588719	1-3	10/6/2022	Repeat - Serious	1910.37(a)(3)	145027	93435.66	Penalty
22-1225	1588719	1-5	10/6/2022	Repeat - Serious	1910.303(g)(1)(ii)	91157	93435.66	Penalty
22-1223	1590571	2-2	10/6/2022	Repeat - Serious	1910.303(g)(1)(ii)	136741	93435.66	Penalty
22-1336	1590827	1-1	10/6/2022	Repeat - Serious	1910.37(a)(3)	145027	93435.66	Penalty
22-1355	1605438	1-1	10/12/2022	Repeat - Serious	1910.303(g)(1)	68365	93435.66	Penalty
22-1323	1597065	1-1	10/26/2022	Repeat - Serious	1910.22(a)(1)	136741	93435.66	Penalty
22-1323	1597065	1-2	10/26/2022	Repeat - Serious	1910.37(a)(3)	145027	93435.66	Penalty
22-1323	1597065	1-3	10/26/2022	Repeat - Serious	1910.303(g)(1)(ii)	136741	93435.66	Penalty
22-1537	1598544	2-2	10/26/2022	Repeat - Serious	1910.37(a)(3)	91157	93435.66	Penalty
22-1537	1598544	2-4	10/26/2022	Repeat - Serious	1910.303(g)(1)(ii)	91157	93435.66	Penalty
22-1335	1599567	1-1	10/26/2022	Repeat - Serious	1910.37(a)(3)	145027	93435.66	Penalty
22-1335	1599567	1-2	10/26/2022	Repeat - Serious	1910.303(g)(1)(ii)	145027	93435.66	Penalty

Docket No.	Inspection No.	Citation	Issuance Date	Classification	Standard	Initial Penalty	Current Penalty	Amendment
22-1484	1598433	1-1	11/18/2022	Repeat - Serious	1910.22(a)(1)	91157	93435.66	Penalty
22-1484	1598433	1-2	11/18/2022	Repeat - Serious	1910.37(b)(2)	45579	93435.66	Penalty
23-0012	1600211	2-1	12/6/2022	Repeat - Serious	1910.37(a)(3)	103600	93435.66	Penalty
23-0075	1601808	1-1	12/12/2022	Repeat - Serious	1910.37(a)(3)	145027	93435.66	Penalty
23-0075	1601808	1-2	12/12/2022	Repeat - Serious	1910.303(g)(1)(ii)	145027	93435.66	Penalty
23-0185	1632880	1-1	1/10/2023	Repeat - Serious	1910.37(a)(3)	91157	93435.66	Penalty
23-0131	1607700	1-1	1/12/2023	Repeat - Serious	1910.37(a)(3)	113960	93435.66	Penalty
23-0214	1618404	1-1-a	1/17/2023	Repeat - Serious	1910.22(a)(1)	145027	93435.66	Penalty
23-0214	1618404	1-4	1/17/2023	Repeat - Serious	1910.303(g)(1)(ii)	113960	93435.66	Penalty
23-0120	1631871	1-1	1/17/2023	Repeat - Serious	1910.303(g)(1)(ii)	73656	93435.66	Penalty
23-0138	1610304	1-1	1/24/2023	Repeat - Serious	1910.37(a)(3)	98219	93435.66	Penalty
23-0139	1610313	1-1	1/24/2023	Repeat - Serious	1910.37(a)(3)	98219	93435.66	Penalty
23-0189	1612332	1-1	1/31/2023	Repeat - Serious	1910.37(a)(3)	61391	93435.66	Penalty
23-0189	1612332	1-2	1/31/2023	Repeat - Serious	1910.303(g)(1)(ii)	98219	93435.66	Penalty
23-0169	1636996	1-1	1/31/2023	Repeat - Serious	1910.303(g)(1)(ii)	49110	93435.66	Penalty
23-0296	1619287	1-1	2/13/2023	Repeat - Serious	1910.37(a)(3)	147334	93435.66	Penalty
23-0296	1619287	1-2	2/13/2023	Repeat - Serious	1910.303(g)(1)	147334	93435.66	Penalty
23-0382	1618347	1-2	2/27/2023	Repeat - Serious	1910.37(a)(3)	156259	93435.66	Penalty
23-0397	1620874	1-1	2/27/2023	Repeat - Serious	1910.37(a)(3)	156259	93435.66	Penalty
23-0555	1620707	1-1	2/28/2023	Repeat - Serious	1910.22(a)(1)	98219	93435.66	Penalty
23-0391	1624207	1-1	3/16/2023	Repeat - Serious	1910.37(a)(3)	98219	93435.66	Penalty
23-0556								
23-0555								
23-0553	1633919	1-2	3/27/2023	Repeat - Serious	1910.303(g)(1)(ii)	98219	93435.66	Penalty
23-0686	1636766	1-3	4/11/2023	Repeat - Serious	1910.303(g)(1)	98219	93435.66	Penalty
23-0623	1628348	2-1	4/12/2023	Repeat - Serious	1910.22(a)(1)	98219	93435.66	Penalty

Docket No.	Inspection No.	Citation	Issuance Date	Classification	Standard	Initial Penalty	Current Penalty	Amendment
23-0681	1629897	1-1	4/13/2023	Repeat - Serious	1910.22(a)(1)	98219	93435.66	Penalty
23-0681	1629897	1-2	4/13/2023	Repeat - Serious	1910.37(a)(3)	98219	93435.66	Penalty
23-0681	1629897	1-3	4/13/2023	Repeat - Serious	1910.303(g)(1)(ii)	98219	93435.66	Penalty
23-0623	1631055	1-1	4/26/2023	Repeat - Serious	1910.22(a)(1)	147334	93435.66	Penalty
23-0623	1631055	1-2	4/26/2023	Repeat - Serious	1910.37(a)(3)	156259	93435.66	Penalty
23-0737	1631751	1-1	4/26/2023	Repeat - Serious	1910.22(a)(1)	147334	93435.66	Penalty
23-0737	1631751	1-2	4/26/2023	Repeat - Serious	1910.37(a)(3)	156259	93435.66	Penalty
23-0739	1631758	1-1	4/26/2023	Repeat - Serious	1910.22(a)(1)	147334	93435.66	Penalty
23-0739	1631758	1-2	4/26/2023	Repeat - Serious	1910.37(a)(3)	156259	93435.66	Penalty
23-0740	1634018	1-1	4/26/2023	Repeat - Serious	1910.22(a)(1)	147334	93435.66	Penalty
23-0740	1634018	1-2	4/26/2023	Repeat - Serious	1910.37(a)(3)	156259	93435.66	Penalty
23-0736	1635384	1-1	4/26/2023	Repeat - Serious	1910.22(a)(1)	147334	93435.66	Penalty
23-0736	1635384	1-2	4/26/2023	Repeat - Serious	1910.37(a)(3)	156259	93435.66	Penalty
23-0736	1635384	1-5	4/26/2023	Repeat - Serious	1910.303(g)(1)(ii)	147334	93435.66	Penalty
23-0738	1642104	2-1	4/26/2023	Repeat - Serious	1910.22(a)(1)	147334	93435.66	Penalty
23-0738	1642104	2-2	4/26/2023	Repeat - Serious	1910.37(a)(3)	156259	93435.66	Penalty
23-0741	1631749	1-1	4/27/2023	Repeat - Serious	1910.22(a)(1)	147334	93435.66	Penalty
23-0741	1631749	1-2	4/27/2023	Repeat - Serious	1910.37(a)(3)	156259	93435.66	Penalty
23-0785	1650710	2-1-a	5/1/2023	Repeat - Serious	1910.303(g)(1)(ii)	98219	93435.66	Penalty
23-0754	1632965	1-1	5/2/2023	Repeat - Serious	1910.22(a)(1)	73656	93435.66	Penalty
23-0754	1632965	1-2	5/2/2023	Repeat - Serious	1910.37(a)(3)	98219	93435.66	Penalty
23-0754	1632965	1-4	5/2/2023	Repeat - Serious	1910.303(g)(1)(ii)	73656	93435.66	Penalty
23-0741 23-0754 23-0735 23-0737	1633160	1-1-a	5/2/2023	Repeat - Serious	1910.36(g)(2)	147334	93435.66	Penalty

Docket No.	Inspection No.	Citation	Issuance Date	Classification	Standard	Initial Penalty	Current Penalty	Amendment
23-0739								
23-0740								
23-0736								
23-0738								
23-0784								
23-0785								
23-0786								
23-0786	1633786	1-1	5/8/2023	Repeat - Serious	1910.22(a)(1)	147334	93435.66	Penalty
23-0786	1633786	1-2	5/8/2023	Repeat - Serious	1910.37(a)(3)	156259	93435.66	Penalty
23-0868	1637364	1-2	5/9/2023	Repeat - Serious	1910.303(g)(1)(ii)	122782	93435.66	Penalty
23-0869	1635001	2-1	5/15/2023	Repeat - Serious	1910.37(a)(3)	111620	93435.66	Penalty
23-0784	1634517	2-1	5/15/2023	Repeat - Serious	1910.176(b)	147334	93435.66	Penalty
23-0873	1635689	1-1	5/16/2023	Repeat - Serious	1910.37(a)(3)	147334	93435.66	Penalty
23-0872	1636820	1-1	5/16/2023	Repeat - Serious	1910.37(a)(3)	98219	93435.66	Penalty
23-0867	1644509	2-1	5/22/2023	Repeat - Serious	1910.37(a)(3)	156259	93435.66	Penalty
23-0846	1637035	2-1	5/23/2023	Repeat - Serious	1910.37(a)(3)	122782	93435.66	Penalty
23-0845	1637061	2-1	5/23/2023	Repeat - Serious	1910.37(a)(3)	122782	93435.66	Penalty
23-0930	1636477	1-1	5/26/2023	Repeat - Serious	1910.22(a)(1)	61391	93435.66	Penalty
23-1357	1637477	2-1	5/31/2023	Repeat - Serious	1910.22(a)(1)	73656	93435.66	Penalty
23-1357	1637477	2-2	5/31/2023	Repeat - Serious	1910.37(a)(3)	73667	93435.66	Penalty
23-0913	1645069	1-1	5/31/2023	Repeat - Serious	1910.37(a)(3)	156259	93435.66	Penalty
23-0908	1638189	1-1-a	6/5/2023	Repeat - Serious	1910.22(a)(1)	73656	93435.66	Penalty
23-1012	1638822	2-1	6/5/2023	Repeat - Serious	1910.37(a)(3)	111620	93435.66	Penalty
23-1012	1638822	2-2	6/5/2023	Repeat - Serious	1910.303(g)(1)(ii)	98219	93435.66	Penalty
23-1141	1648976	1-1	7/13/2023	Repeat - Serious	1910.22(a)(1)	73656	93435.66	Penalty
23-1141	1648976	1-2	7/13/2023	Repeat - Serious	1910.37(a)(3)	156259	93435.66	Penalty

Docket No.	Inspection No.	Citation	Issuance Date	Classification	Standard	Initial Penalty	Current Penalty	Amendment
23-1158	1652784	1-1	7/24/2023	Repeat - Serious	1910.37(a)(3)	98219	93435.66	Penalty
23-1207	1645896	2-2	7/25/2023	Repeat - Serious	1910.37(a)(3)	122782	93435.66	Penalty
No Dkt # assigned	1649598	1-1	8/8/2023	Repeat - Serious	1910.37(a)(3)	122782	93435.66	Penalty
23-1555	1671454	1-1	9/21/2023	Repeat - Serious	1910.37(a)(3)	89290	93435.66	Penalty
24-0094	1688917	1-1-a	1/3/2024	Repeat - Serious	1910.22(a)(1)	111620	93435.66	Penalty
24-0094	1688917	1-2	1/3/2024	Repeat - Serious	1910.176(b)	111620	93435.66	Penalty
24-0090	1688920	1-1-a	1/3/2024	Repeat - Serious	1910.22(a)(1)	111620	93435.66	Penalty
24-0095	1688925	1-1-a	1/3/2024	Repeat - Serious	1910.22(a)(1)	111620	93435.66	Penalty
24-0129	1688147	1-1	1/5/2024	Repeat - Serious	1910.22(a)(1)	73656	93435.66	Penalty
24-0129	1688147	1-2	1/5/2024	Repeat - Serious	1910.37(a)(3)	98219	93435.66	Penalty
24-0312	1690343	1-1	2/7/2024	Repeat - Serious	1910.37(a)(3)	161310	93435.66	Penalty
24-0281	1710826	1-1	2/20/2024	Repeat - Serious	1910.37(a)(3)	126764	93435.66	Penalty

Complainant has amended the Citations and Notification of Penalties in the consolidated docket by deleting the following citations:

Docket No.	Inspection No.	Citation	Issuance Date	Classification	Standard	Initial Penalty	Current Penalty	Amendment
22-0862	1570337	1-1-b	6/27/2022	Repeat - Serious	1910.36(g)(2)	0	0	Deletion
22-1022	1585315	2-1	8/11/2022	Repeat - Serious	1910.305(g)(1)(iv)(A)	91157	0	Deletion
22-1023	1586442	1-3	8/11/2022	Repeat - Serious	1910.176(b)	91157	0	Deletion
22-1427	1592900	1-1	9/23/2022	Serious	1910.303(g)(1)	10360	0	Deletion
22-1427	1592900	1-2	9/23/2022	Serious	1910.303(g)(1)(vii)(B)	10360	0	Deletion
22-1427	1592900	1-3	9/23/2022	Serious	1910.334(a)(3)(iii)	10360	0	Deletion
22-1427	1592900	2-1	9/23/2022	Other-than-Serious	1904.40(a)	2072	0	Deletion
22-1225	1588719	1-1	10/6/2022	Repeat - Serious	1910.36(d)(1)	145027	0	Deletion
22-1225	1588719	1-2	10/6/2022	Repeat - Serious	1910.36(g)(2)	145027	0	Deletion
22-1225	1588719	1-4	10/6/2022	Repeat - Other	1910.157(c)(1)	22792	0	Deletion
22-1223	1590571	2-1	10/6/2022	Repeat - Serious	1910.157(c)(1)	136741	0	Deletion
22-1336	1590827	1-2	10/6/2022	Repeat - Other	1910.157(c)(1)	22792	0	Deletion
22-1336	1590827	1-3	10/6/2022	Repeat - Serious	1910.176(b)	145027	0	Deletion
22-1339	1592570	2-1	10/26/2022	Repeat - Other	1910.157(c)(1)	11396	0	Deletion
22-1337	1593249	1-1	10/26/2022	Serious	1910.22(a)(3)	6837	0	Deletion
22-1337	1593249	3-1	10/26/2022	Repeat - Other	1910.157(c)(1)	11396	0	Deletion
22-1337	1593249	3-2	10/26/2022	Repeat - Other	1910.157(e)(2)	2277	0	Deletion
22-1338	1596914	2-2	10/26/2022	Repeat - Other	1910.157(c)(1)	11396	0	Deletion
22-1537	1598544	1-1	10/26/2022	Serious	1910.22(a)(3)	9116	0	Deletion
22-1537	1598544	1-2	10/26/2022	Serious	1910.28(b)(11)(ii)	9116	0	Deletion
22-1537	1598544	1-3	10/26/2022	Serious	1910.36(d)(1)	9116	0	Deletion
22-1223	1590571	2-1	10/6/2022	Repeat - Serious	1910.157(c)(1)	136741	0	Deletion
22-1537	1598544	2-1	10/26/2022	Repeat - Serious	1910.22(a)(1)	91157	0	Deletion
22-1537	1598544	2-3	10/26/2022	Repeat - Serious	1910.176(b)	91157	0	Deletion

Docket No.	Inspection No.	Citation	Issuance Date	Classification	Standard	Initial Penalty	Current Penalty	Amendment
22-1325	1599901	2-2	10/26/2022	Repeat - Serious	1910.305(b)(1)(ii)	91157	0	Deletion
22-1339	1592570	1-3	10/26/2022	Willful - Serious	1910.176(b)	136736	0	Deletion
22-1480	1599864	1-1-a	11/17/2022	Repeat - Serious	1910.36(g)(2)	136741	0	Deletion
22-1480	1599864	1-2	11/17/2022	Repeat - Other	1910.157(c)(1)	1140	0	Deletion
22-1480	1599864	1-3	11/17/2022	Repeat - Other	1910.304(f)(1)(iv)	414	0	Deletion
22-1484	1598433	1-3	11/18/2022	Repeat - Serious	1910.157(c)(1)	68365	0	Deletion
22-1484	1598433	1-4	11/18/2022	Repeat - Serious	1910.176(b)	136741	0	Deletion
23-0012	1600211	1-1-a	12/6/2022	Serious	1910.157(c)(1)	8287	0	Deletion
23-0012	1600211	1-1-b	12/6/2022	Serious	1910.157(e)(2)	0	0	Deletion
23-0012	1600211	3-1	12/6/2022	Repeat - Other	1904.40(a)	4144	0	Deletion
23-0131	1607700	1-2	1/12/2023	Repeat - Serious	1910.176(b)	91157	0	Deletion
23-0214	1618404	1-2	1/17/2023	Repeat - Serious	1910.157(c)(1)	68365	0	Deletion
23-0214	1618404	1-3	1/17/2023	Repeat - Serious	1910.176(b)	68365	0	Deletion
23-0120	1631871	2-1	1/17/2023	Repeat - Other	1910.157(e)(2)	24552	0	Deletion
23-0189	1612332	2-1	1/31/2023	Repeat - Other	1910.157(e)(3)	491	0	Deletion
23-0382	1618347	1-1	2/27/2023	Repeat - Serious	1910.36(d)(1)	85938	0	Deletion
23-0382	1618347	1-3	2/27/2023	Repeat - Serious	1910.157(c)(1)	156259	0	Deletion
23-0397	1620874	1-2	2/27/2023	Repeat - Serious	1910.157(c)(1)	156259	0	Deletion
23-0556	1619295	1-1	2/28/2023	Repeat - Serious	1910.36(d)(1)	122782	0	Deletion
23-0556	1619295	1-2	2/28/2023	Repeat - Serious	1910.176(b)	98219	0	Deletion
23-0391	1622439	1-1-a	3/1/2023	Repeat - Serious	1910.36(g)(2)	156259	0	Deletion
23-0391	1622439	1-2	3/1/2023	Repeat - Serious	1910.157(c)(1)	98219	0	Deletion
23-0391	1624207	1-2	3/16/2023	Repeat - Serious	1910.176(b)	66960	0	Deletion
23-0556 23-0555								
23-0598	1626780	1-1	3/24/2023	Repeat - Serious	1910.36(g)(2)	73656	0	Deletion

Docket No.	Inspection No.	Citation	Issuance Date	Classification	Standard	Initial Penalty	Current Penalty	Amendment
23-0686	1636766	1-1-a	4/11/2023	Repeat - Serious	1910.36(g)(2)	122782	0	Deletion
23-0686	1636766	1-2-a	4/11/2023	Repeat - Serious	1910.303(b)(2)	36828	0	Deletion
23-0686	1636766	1-2-b	4/11/2023	Repeat - Serious	1910.305(g)(1)(iv)(A)	0	0	Deletion
23-0623	1628348	2-2	4/12/2023	Repeat - Serious	1910.176(b)	147334	0	Deletion
23-0735	1631055	1-3	4/26/2023	Repeat - Serious	1910.157(c)(1)	49110	0	Deletion
23-0735	1631055	1-4	4/26/2023	Repeat - Serious	1910.176(b)	49110	0	Deletion
23-0737	1631751	1-3	4/26/2023	Repeat - Serious	1910.176(b)	49110	0	Deletion
23-0739	1631758	1-3	4/26/2023	Repeat - Serious	1910.157(c)(1)	49110	0	Deletion
23-0739	1631758	1-4	4/26/2023	Repeat - Serious	1910.176(b)	49110	0	Deletion
23-0740	1634018	1-3	4/26/2023	Repeat - Serious	1910.157(c)(1)	49110	0	Deletion
23-0740	1634018	1-4	4/26/2023	Repeat - Serious	1910.176(b)	49110	0	Deletion
23-0736	1635384	1-3	4/26/2023	Repeat - Serious	1910.157(c)(1)	49110	0	Deletion
23-0736	1635384	1-4	4/26/2023	Repeat - Serious	1910.176(b)	49110	0	Deletion
23-0738	1642104	1-1	4/26/2023	Serious	1910.120(q)(1)	15625	0	Deletion
23-0738	1642104	1-2-a	4/26/2023	Serious	1910.120(q)(6)(i)	12278	0	Deletion
23-0738	1642104	1-2-b	4/26/2023	Serious	1910.132(f)(1)	0	0	Deletion
23-0738	1642104	1-2-c	4/26/2023	Serious	1910.1200(h)(3)(iii)	0	0	Deletion
23-0738	1642104	1-3	4/26/2023	Serious	1910.133(a)(1)	15625	0	Deletion
23-0738	1642104	1-4	4/26/2023	Serious	1910.134(d)(1)(i)	15625	0	Deletion
23-0738	1642104	1-5	4/26/2023	Serious	1910.138(b)	15625	0	Deletion
23-0738	1642104	2-3	4/26/2023	Repeat - Serious	1910.157(c)(1)	49110	0	Deletion
23-0738	1642104	2-4	4/26/2023	Repeat - Serious	1910.176(b)	49110	0	Deletion
23-0738	1642104	3-1	4/26/2023	Other-than-Serious	1910.132(d)(2)	1378	0	Deletion
23-0741	1631749	1-3	4/27/2023	Repeat - Serious	1910.176(b)	147334	0	Deletion
23-0785	1650710	1-1	5/1/2023	Serious	1910.37(a)(4)	9822	0	Deletion
23-0785	1650710	3-1	5/1/2023	Repeat - Other	1904.32(a)(4)	4910	0	Deletion

Docket No.	Inspection No.	Citation	Issuance Date	Classification	Standard	Initial Penalty	Current Penalty	Amendment	
23-0785	1650710	3-2	5/1/2023	Repeat - Other	1904.40(a)	4910	0	Deletion	
23-0754	1632965	1-3	5/2/2023	Repeat - Serious	1910.157(c)(1)	73656	0	Deletion	
23-0754	1632965	2-1	5/2/2023	Repeat - Other	1910.157(e)(2)	2232	0	Deletion	
23-0741	1633160	1-1-b	5/2/2023	Repeat - Serious	1910.157(c)(1)	0	0	Deletion	
23-0754		1-2	5/2/2023	Repeat - Serious	1910.303(g)(1)(ii)	122782	0	Deletion	
23-0735									
23-0737									
23-0739									
23-0740									
23-0736									
23-0738									
23-0784									
23-0785									
23-0786									
23-0786		1633786	1-3	5/8/2023	Repeat - Serious	1910.176(b)	147334	0	Deletion
23-0868		1637364	1-1	5/9/2023	Repeat - Serious	1910.157(c)(1)	73656	0	Deletion
23-0784	1634517	1-1-b	5/15/2023	Willful - Serious	1910.36(g)(2)	0	0	Deletion	
23-0784	1634517	2-2-a	5/15/2023	Repeat - Serious	1910.303(b)(2)	61391	0	Deletion	
23-0784	1634517	3-1	5/15/2023	Repeat - Other	1910.157(e)(3)	2232	0	Deletion	
23-0869	1635001	1-1	5/15/2023	Serious	1910.38(c)(2)	6696	0	Deletion	
23-0909	1641368	1-1	5/15/2023	Other-than-Serious	1910.36(d)(1)	376	0	Deletion	
23-1083	1636963	1-1	5/16/2023	Serious	1910.36(d)(1)	14733	0	Deletion	
23-0871	1637914	1-1	5/16/2023	Serious	1910.303(g)(1)(iii)	7366	0	Deletion	
23-0871	1637914	2-1	5/16/2023	Other-than-Serious	1910.101(b)	0	0	Deletion	
23-0867	1644509	1-1	5/22/2023	Serious	1910.22(d)(1)	7366	0	Deletion	
23-0914	1636405	1-1	5/18/2023	Serious	1910.37(b)(4)	7366	0	Deletion	
23-0915	1636590	1-1	5/18/2023	Serious	1910.5(a)(1)	15625	0	Deletion	

Docket No.	Inspection No.	Citation	Issuance Date	Classification	Standard	Initial Penalty	Current Penalty	Amendment
23-0915	1636590	1-2	5/18/2023	Serious	1910.28(b)(1)(i)	12278	0	Deletion
23-0915	1636590	1-3	5/18/2023	Serious	1910.28(c)	12278	0	Deletion
23-0915	1636590	1-4	5/18/2023	Serious	1910.29(b)(2)	12278	0	Deletion
23-0915	1636590	1-5	5/18/2023	Serious	1910.132(c)	12278	0	Deletion
23-0915	1636590	1-6a	5/18/2023	Serious	1910.147(c)(1)	15625	0	Deletion
23-0914	1636405	1-1	5/18/2023	Serious	1910.147(c)(4)(i)	0	0	Deletion
23-0915	1636590	1-1	5/18/2023	Serious	1910.37(b)(4)	7366	0	Deletion
23-0867	1644509	1-2	5/22/2023	Serious	1910.141(d)(2)(i)	7366	0	Deletion
23-0867	1644509	2-2	5/22/2023	Repeat - Other	1910.305(g)(1)(iv)(A)	12276	0	Deletion
23-0867	1644509	3-1	5/22/2023	Other-than-Serious	1910.37(b)(5)	0	0	Deletion
23-0867	1644509	3-2	5/22/2023	Other-than-Serious	1910.141(a)(4)(ii)	1378	0	Deletion
23-0867	1644509	3-3	5/22/2023	Other-than-Serious	1910.303(b)(2)	1378	0	Deletion
23-0845	1637061	1-1	5/23/2023	Serious	1910.303(g)(1)	7366	0	Deletion
23-0931	1636465	1-1	5/26/2023	Other-than-Serious	1910.36(g)(4)	0	0	Deletion
23-0930	1636477	2-1	5/26/2023	Other-than-Serious	1910.37(b)(4)	1378	0	Deletion
23-1357	1637477	1-3	5/31/2023	Serious	1910.37(b)(5)	9822	0	Deletion
23-1357	1637477	1-4-a	5/31/2023	Serious	1910.303(b)(7)(i)	7366	0	Deletion
23-1357	1637477	1-4-b	5/31/2023	Serious	1910.305(j)(1)(i)	0	0	Deletion
23-1357	1637477	1-4-c	5/31/2023	Serious	1910.303(g)(1)(ii)	0	0	Deletion
23-1357	1637477	1-5	5/31/2023	Serious	1910.305(c)(4)	9822	0	Deletion
23-1357	1637477	2-3	5/31/2023	Repeat - Serious	1910.176(b)	73656	0	Deletion
23-0873	1638189	1-1-b	6/5/2023	Repeat - Serious	1910.176(b)	0	0	Deletion
23-0873	1638189	1-2	6/5/2023	Repeat - Serious	1910.36(d)(1)	98219	0	Deletion
23-0873	1638189	1-3-a	6/5/2023	Repeat - Serious	1910.36(g)(2)	98219	0	Deletion
23-0873	1638189	2-1-a	6/5/2023	Repeat - Other	1910.157(c)(1)	24552	0	Deletion
23-1012	1638822	1-1	6/5/2023	Serious	1910.37(b)(4)	9822	0	Deletion

Docket No.	Inspection No.	Citation	Issuance Date	Classification	Standard	Initial Penalty	Current Penalty	Amendment
23-1012	1638822	3-1	6/5/2023	Repeat - Other	1904.40(a)	4910	0	Deletion
23-0846	1637035	1-1	6/20/2023	Serious	1910.303(g)(1)	7366	0	Deletion
23-1270	1648235	1-1	6/23/2023	Serious	1910.305(b)(2)(i)	11162	0	Deletion
23-1270	1648235	1-2	6/23/2023	Serious	1910.305(g)(1)(iv)(A)	11162	0	Deletion
23-1141	1648976	1-3	7/13/2023	Repeat - Other	1910.157(c)(1)	446	0	Deletion
23-1141	1648976	1-4	7/13/2023	Repeat - Serious	1910.176(b)	49110	0	Deletion
23-1159	1645831	1-2	7/24/2023	Serious	1910.176(b)	12278	0	Deletion
23-1159	1645831	1-3	7/24/2023	Serious	1910.305(b)(1)(ii)	9822	0	Deletion
23-1157	1649749	2-1	7/24/2023	Repeat - Serious	1910.36(d)(1)	147334	0	Deletion
23-1207	1645896	1-1	7/25/2023	Serious	1910.157(c)(1)	9822	0	Deletion
23-1207	1645896	1-2	7/25/2023	Serious	1910.305(c)(4)	9822	0	Deletion
23-1207	1645896	2-1	7/25/2023	Repeat - Serious	1910.36(d)(1)	156259	0	Deletion
No Dkt # assigned	1649596	1-1	8/8/2023	Repeat - Other	1910.157(c)(1)	2455	0	Deletion
No Dkt # assigned	1649598	2-1	8/8/2023	Other-than-Serious	1904.32(b)(6)	2455	0	Deletion
23-1628	1651681	1-1	8/9/2023	Serious	1910.157(c)(1)	15625	0	Deletion
23-1628	1651681	1-2	8/9/2023	Serious	1910.157(e)(3)	15625	0	Deletion
23-1508	1670306	1-1-a	9/27/2023	Repeat - Serious	1910.303(b)(2)	122782	0	Deletion
23-1508	1670306	1-1-b	9/27/2023	Repeat - Serious	1910.305(b)(2)(i)	0	0	Deletion
23-1508	1670306	1-1-c	9/27/2023	Repeat - Serious	1910.305(g)(1)(iv)(A)	0	0	Deletion
23-1508	1670306	2-1	9/27/2023	Repeat - Other	1910.176(b)	24552	0	Deletion
23-1702	1661215	1-1	10/6/2023	Serious	1910.36(d)(1)	15625	0	Deletion
23-1702	1661215	2-1	10/6/2023	Other-than-Serious	1910.157(c)(1)	1378	0	Deletion
24-0094	1688917	1-1-b	1/3/2024	Repeat - Serious	1910.36(g)(2)	0	0	Deletion
24-0090	1688920	1-1-b	1/3/2024	Repeat - Serious	1910.36(g)(2)	0	0	Deletion

Docket No.	Inspection No.	Citation	Issuance Date	Classification	Standard	Initial Penalty	Current Penalty	Amendment
24-0090	1688920	1-2	1/3/2024	Repeat - Serious	1910.176(b)	55810	0	Deletion
24-0095	1688925	1-1-b	1/3/2024	Repeat - Serious	1910.36(g)(2)	0	0	Deletion
24-0095	1688925	1-2	1/3/2024	Repeat - Serious	1910.176(b)	111620	0	Deletion
24-0129	1688147	1-3	1/5/2024	Repeat - Serious	1910.305(g)(1)(iv)(C)	36828	0	Deletion
24-0372	1713420	1-1	3/4/2024	Repeat - Serious	1910.176(b)	76054	0	Deletion
24-0367	1700412	1-1	3/7/2024	Repeat - Serious	1910.176(b)	101398	0	Deletion

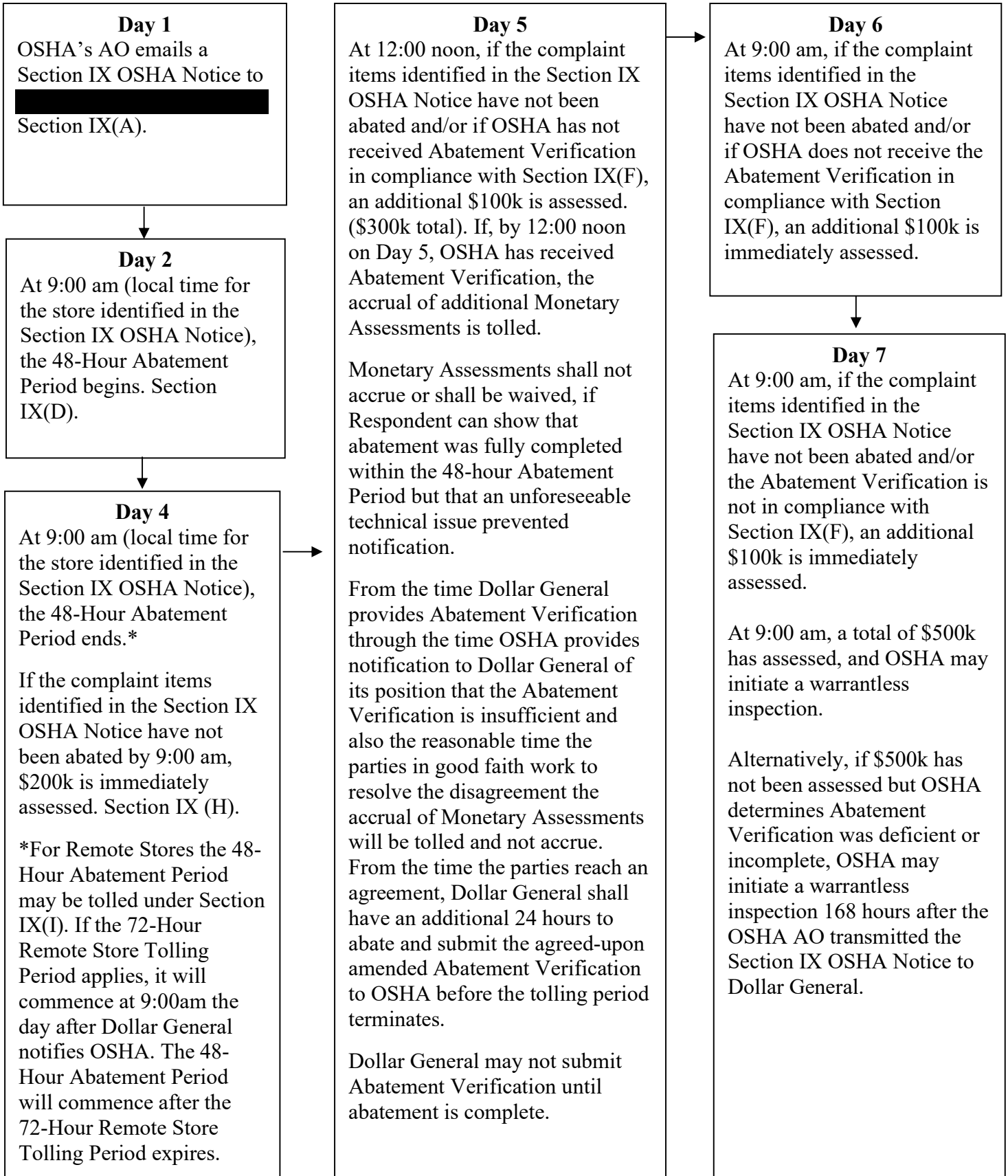
The following Citations and Notification of Penalties in the consolidated docket will remain as issued with no amendments:

Docket No.	Inspection No.	Citation	Issuance Date	Classification	Standard	Initial Penalty	Current Penalty	Amendment
22-1022	1585315	1-1	8/11/2022	Willful - Serious	1910.22(a)(1)	136736	136736	None
22-1022	1585315	1-2	8/11/2022	Willful - Serious	1910.37(a)(3)	136736	136736	None
22-1022	1585315	1-3	8/11/2022	Willful - Serious	1910.176(b)	136736	136736	None
22-1022	1585315	1-4	8/11/2022	Willful - Serious	1910.303(g)(1)(ii)	136736	136736	None
22-1228	1589448	1-1	10/6/2022	Willful - Serious	1910.22(a)(1)	136736	136736	None
22-1228	1589448	1-2	10/6/2022	Willful - Serious	1910.37(a)(3)	136736	136736	None
22-1228	1589448	1-3	10/6/2022	Willful - Serious	1910.303(g)(1)(ii)	136736	136736	None
22-1223	1590571	1-1	10/6/2022	Willful - Serious	1910.37(a)(3)	136736	136736	None
22-1338	1596914	2-1	10/26/2022	Repeat - Other	1910.37(b)(2)	2277	2277	None
22-1325	1599901	2-1	10/26/2022	Repeat - Other	1910.37(b)(2)	11396	11396	None
22-1339	1592570	1-1	10/26/2022	Willful - Serious	1910.22(a)(1)	136736	136736	None
22-1339	1592570	1-2	10/26/2022	Willful - Serious	1910.37(a)(3)	145027	145027	None
22-1337	1593249	2-1	10/26/2022	Willful - Serious	1910.22(a)(1)	136736	136736	None
22-1337	1593249	2-2	10/26/2022	Willful - Serious	1910.37(a)(3)	145027	145027	None
22-1337	1593249	2-3	10/26/2022	Willful - Serious	1910.176(b)	136736	136736	None

Docket No.	Inspection No.	Citation	Issuance Date	Classification	Standard	Initial Penalty	Current Penalty	Amendment
22-1337	1593249	2-4	10/26/2022	Willful - Serious	1910.303(g)(1)(ii)	136736	136736	None
22-1338	1596914	1-1	10/26/2022	Willful - Serious	1910.22(a)(1)	136736	136736	None
22-1338	1596914	1-2	10/26/2022	Willful - Serious	1910.37(a)(3)	136736	136736	None
22-1338	1596914	1-3	10/26/2022	Willful - Serious	1910.176(b)	136736	136736	None
22-1325	1599901	1-1	10/26/2022	Willful - Serious	1910.37(a)(3)	145027	145027	None
22-1339	1592570	1-2	10/26/2022	Willful - Serious	1910.37(a)(3)	145027	145027	None
22-1337	1593249	2-1	10/26/2022	Willful - Serious	1910.22(a)(1)	136736	136736	None
22-1480	1599864	1-1-b	11/17/2022	Repeat - Serious	1910.37(a)(3)	0	0	None
23-0214	1618404	1-1-b	1/17/2023	Repeat - Serious	1910.37(a)(3)	0	0	None
23-0391	1622439	1-1-b	3/1/2023	Repeat - Serious	1910.37(a)(3)	0	0	None
23-0553	1633919	1-1	3/27/2023	Willful - Serious	1910.37(a)(3)	156259	156259	None
23-0686	1636766	1-1-b	4/11/2023	Repeat - Serious	1910.37(a)(3)	0	0	None
23-0623	1628348	1-1	4/12/2023	Willful - Serious	1910.37(a)(3)	156259	156259	None
23-0785	1650710	2-1-b	5/1/2023	Repeat - Serious	1910.303(g)(1)(iii)	0	0	None
23-0784	1634517	1-1-a	5/15/2023	Willful - Serious	1910.22(a)(1)	156259	156259	None
23-0784	1634517	1-1-c	5/15/2023	Willful - Serious	1910.37(a)(3)	0	0	None
23-0784	1634517	1-1-d	5/15/2023	Willful - Serious	1910.303(g)(1)(ii)	0	0	None
23-0784	1634517	2-2-b	5/15/2023	Repeat - Serious	1910.305(g)(1)(iv)	0	0	None
23-0846	1637035	1-2	5/23/2023	Serious	1910.303(g)(1)(ii)	7366	7366	None
23-1357	1637477	1-1	5/31/2023	Serious	1910.22(b)	7366	7366	None
23-1357	1637477	1-2	5/31/2023	Serious	1910.37(b)(2)	9822	9822	None
23-0908	1638189	1-3-b	6/5/2023	Repeat - Serious	1910.37(a)(3)	0	0	None
23-1139	1649007	1-1	7/13/2023	Repeat - Other	1910.37(a)(3)	22320	22320	None
23-1159	1645831	1-1	7/24/2023	Serious	1910.22(c)	7366	7366	None
23-1157	1649749	1-1	7/24/2023	Serious	1910.22(c)	7366	7366	None

APPENDIX D

SECTION IX MONETARY ASSESSMENT ACCRUAL FRAMEWORK



APPENDIX E

SETTLEMENT AGREEMENT BETWEEN DOLLAR GENERAL AND OSHA

On July 11, 2024, Dollar General and the Occupational Safety and Health Administration (“OSHA”) entered into a Settlement Agreement resolving citations issued by OSHA. Unless terminated early, the Settlement Agreement (“Agreement”) will remain in effect for two years. This Agreement includes commitments by Dollar General designed to enhance store safety and compliance by ensuring that:

- (1) all emergency exit doors and paths to those doors are clear and free of obstructions;
- (2) pathways to electrical panels are clear and free of obstructions;
- (3) areas in front of fire extinguishers are visible, unobstructed, and accessible;
- (4) extension cords and surge protectors are not used in place of permanent electrical wiring;
- (5) sales floor aisles and hallways are free of obstructions; and
- (6) totes, other containers, and loose inventory are stacked and limited in height so that they are stable and secure against sliding and collapse.

This document provides a general summary of the provisions of the Settlement Agreement, including some measures already implemented by Dollar General. If you wish to discuss this Settlement Agreement with someone from Dollar General, please contact your District Manager, Human Resources, or call 1-855-ASK-DGHR.

Designated Corporate Safety Team and Safety Committee

Dollar General has hired a Director of Safety. Dollar General will hire at least two additional safety managers with workplace safety and health experience to coordinate and implement its safety and health program, which Dollar General has consulted with an independent expert to evaluate and update. Dollar General will also establish a safety and health committee.

Compliance Audits

Dollar General has retained a third party to perform audits in all stores with an area of focus on compliance with the safety conditions in the store, including the backroom receiving area and sales floor aisles.

Safety Operations Center

Dollar General has created and will maintain a Safety Operations Center (“SOC”) to reinforce and drive operational expectations and standards, detect store safety conditions, and further support safety performance.

Hotline/QR Code

Dollar General will maintain a reporting hotline that employees and customers can use to report store issues, including potential safety concerns. A sign will be posted in stores with a toll-free number or QR Code that individuals can anonymously use to report safety concerns. DG will investigate and work promptly with store leaders to resolve reported safety concerns received through the hotline/QR Code.

Safety and Health Training

Dollar General's executive leadership will complete safety and health training. Dollar General will also provide non-managerial store employees with safety and health training at the time of hire and thereafter on safety and health compliance topics, including, among other things, the safety conditions in the store (including the backroom receiving area, fire extinguishers, and sales floor aisles) and their role under Dollar General's safety and health program.

Truck Deliveries and Inventory Control

Regional Directors have the authority and discretion to stop a truck delivery when appropriate based on a store's backroom capacity that may create reasonable concerns about emergency exit route and safety conditions. Dollar General will maintain a communication system for delivery trucks to provide an estimated time of delivery that allows Dollar General to plan for delays and allocate resources to unload trucks. Dollar General is committed to implementing improvements to manage inventory and increase stocking efficiency in its stores.

Storage Reminders and Containers

Dollar General will have brightly colored safety lines or another feasible alternative and "do not block" stickers to ensure clearance around electrical panels and exit doors. Stores with limited backroom receiving storage may request and utilize a storage pod to temporarily manage excess inventory, provided that employees can safely access the storage pods to perform work duties at all times.

Abatement of Non-Compliance

During the term of the Settlement Agreement, Dollar General will correct, within 48 hours of notice provided by OSHA under the procedures set forth in the Agreement, any non-compliant store conditions or be subject to stipulated penalties defined by the Agreement. Dollar General also will provide OSHA with a description of the corrective steps it has taken. If Dollar General does not do so, OSHA may conduct an on-site inspection of the store in issue and issue citations for any non-compliance it finds.

Anti-Retaliation

Dollar General prohibits adverse action, discrimination, or retaliation against any employee who makes a complaint or raises a concern about non-compliance with the Settlement Agreement; exercises 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) of the OSH Act by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or has instituted or caused to be instituted any proceeding under the Act, or has testified or is about to testify in any such proceedings, or because of the exercise of such employee on behalf of themselves or others of any rights afforded by any of the Act.

Employees may notify OSHA of any concerns related to workplace hazards, the implementation of the Settlement Agreement, and employee rights under the Occupational Safety and Health Act (OSH Act). Employees may contact OSHA's toll-free number at 1 (800) 321-OSHA (6742), visit OSHA's website at www.osha.gov, and review the OSHA posters in the workplace for more information. Any employee who feels they have been punished or retaliated against for exercising rights under the OSH Act may file a confidential whistleblower complaint with OSHA within 30 days of the alleged act.