

Exhibit B

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

GAYLE LEWANDOWSKI, JANET
AGARDY, and MARISA MARTINEZ,
individually and on behalf of all others
similarly situated,

Case No. 2:19-cv-00858-MJH

Plaintiffs,

v.

FAMILY DOLLAR STORES, INC., FAMILY
DOLLAR, INC., AND DOLLAR TREE
STORES, INC.,

Defendants.

(PROPOSED) FINAL APPROVAL ORDER AND JUDGMENT

On -----, 2021, this Court entered an order granting Plaintiffs' Motion for Preliminary Approval of Class Settlement (the "Preliminary Approval Order") (ECF --).

On -----, 2021 pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was apprised of the nature and pendency of the Litigation, the terms of the Settlement Agreement, and their right to object to the Settlement Agreement and/or appear at the final approval hearing.

On -----, 2021, Plaintiffs filed their Motion for Final Approval of the Class Action Settlement ("Final Approval Motion") and accompanying Memorandum of Law and supporting exhibits.

Class Counsel had previously filed their Application for Attorneys' Fees, Expenses and Service Awards and accompanying Memorandum of Law and supporting exhibits on -----, 2021 (ECF --).

On -----, 2021, the Court held a final approval hearing to determine, inter alia, (1) whether the Settlement Agreement is consistent with the requirements of Federal Rule of Civil Procedure 23; (2) whether the class settlement is fair, reasonable, and adequate; and (3) whether judgment should be entered dismissing all claims in the Complaint with prejudice. Prior to the Final Approval Hearing, Class Counsel filed a declaration confirming that Notice was disseminated in accordance with the Settlement Agreement and the Preliminary Approval Order. Though this Settlement Class is certified under Fed. R. Civ. P. 23(b)(2), and notice to the Class was therefore not mandatory, the Parties elected to request that notice be disseminated to the Class, and the Court agrees that the notice disseminated on behalf of the Parties was appropriate and reasonable.

Having given an opportunity to be heard by all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for Defendants, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement Class satisfies the requirements of Fed. R. Civ. P. 23 and that the settlement is fair, adequate, and reasonable, having considered the application made by Class Counsel for attorneys' fees, costs, expenses and service awards, and having reviewed the materials in support thereof, and good cause appearing in the record, and;

IT IS HEREBY ORDERED THAT Plaintiffs' Final Approval Motion is **GRANTED**, and Class Counsel's Application for Attorneys' Fees, Expenses and Service Awards is **GRANTED**, and; **IT IS FURTHER ORDERED THAT:**

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class. The Court also has personal jurisdiction over the Parties and the Settlement Class Members.

2. The Settlement Agreement was entered into in good faith following arm's length negotiations and is non-collusive.

3. The Settlement Agreement is in all respects fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that Plaintiffs and the Settlement Class faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, and adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement Agreement.

4. This Court grants final approval of the Settlement Agreement, including but not limited to the releases in the Settlement Agreement and the plans for Injunctive Relief for the Class. The Court finds that the Settlement Agreement is in all respects fair, reasonable, and adequate and in the best interests of the Class. Therefore, all Class members are bound by the Settlement Agreement and this Final Approval Order and Judgment.

5. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

6. The Parties shall effectuate the Settlement Agreement in accordance with its terms.

OBJECTIONS

7. No objections were filed by Class members.

8. All persons who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections to the Settlement Agreement, including but not limited to by appeal, collateral attack or otherwise.

CLASS CERTIFICATION

9. For purposes of the class settlement and this Final Approval Order and Judgment, the Court hereby certifies for settlement purposes only the following Class:

All individuals with qualifying disabilities who use wheelchairs, scooters, or any other device for mobility, or otherwise experience qualifying mobility impairments, and who have been, or in the future during the Term of this Agreement will be, denied the full and equal enjoyment of the Stores owned and/or operated by Defendants in the United States because of the Access Barriers at those Stores.

10. The Court determines that for settlement purposes the Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(2), namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the Class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; and that the legal issues central to this Lawsuit apply generally to the Class, so that final injunctive relief or corresponding declaratory relief is appropriate in respect to the Class as a whole.

11. The Court grants final approval to the appointment of the named Plaintiffs as Class Representatives. The Court concludes that the Class Representatives have fairly and adequately represented the Class and will continue to do so.

12. The Court grants final approval to the appointment, pursuant to Rule 23(g), of R. Bruce Carlson of Carlson Brown and Nicholas Colella of Lynch Carpenter, LLP as Class

Counsel. The Court concludes that Class Counsel have adequately represented the Class and will continue to do so.

NOTICE TO THE SETTLEMENT CLASS

13. The Court finds that Notice, set forth in the Settlement Agreement and Preliminary Approval Order, satisfied Rule 23(c)(2), was appropriate under the circumstances presented by this case in that it provided due and sufficient notice to the Class of the pendency of the Litigation, the existence and terms of the Settlement Agreement, the right to object to the Settlement Agreement and to appear at the Final Approval Hearing, and satisfied the other requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable laws.

14. The Court finds that Family Dollar has fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

AWARD OF ATTORNEYS' FEES AND PAYMENT TO NAMED PLAINTIFFS

15. The Court has considered Class Counsel's Motion for attorneys' fees, costs, expenses and service awards.

16. Pursuant to Rule 23(h), the Court awards Class Counsel \$321,500.00 as an award of reasonable attorneys' fees and costs to be paid in accordance with the Settlement Agreement, and the Court finds this amount of fees, costs, and expenses to be fair and reasonable.

17. The Court grants Class Counsel's request for payment to the named Plaintiffs in exchange for a full general release of any claims for damages and for their service in this action, and awards \$2,500.00 to Gayle Lewandowski; \$2,500.00 to Janet Agardy; and, \$1,000.00 to Marisa Martinez. The Court finds that this payment is further justified by their service to the

Class. Payments to the name Plaintiffs shall be paid in accordance with the Settlement Agreement.

OTHER PROVISIONS

18. The Parties to the Settlement Agreement shall carry out their respective obligations thereunder.

19. Within the time period set forth in the Settlement Agreement, the Injunctive Relief for the Class shall be implemented.

20. As of the Effective Date, the Release provisions of the Settlement Agreement shall be operative.

21. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, and proceedings related to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendants of any claim, and fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendants or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Litigation.

22. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, and proceedings relating to the Settlement Agreement shall not be offered, received, or admissible in evidence in any action or proceeding, or be used in any way as an admission, concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Class member, or any other person has suffered any damage; provided, however, that nothing in the foregoing, the Settlement Agreement or this Final Approval Order and Judgment, shall be interpreted to prohibit the use of the Settlement Agreement and Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement

Agreement or this Final Approval Order and Judgment (including all releases in the Settlement Agreement and Final Approval Order and Judgment), or to defend against the assertion of any released claims in any other proceeding, or as otherwise required by law.

23. The Settlement Agreement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings as to released claims (and other prohibitions set forth in the Final Approval Order and Judgment) that are brought, initiated, or maintained by, or on behalf of, any Class member or any other to the provisions of this Final Approval Order and Judgment.

24. The Court hereby dismisses the Litigation and Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

25. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes, including enforcement of its terms at the request of any party and resolution of any disputes that may arise relating in any way to, or arising from, the implementation of the Settlement Agreement or the implementation of this Final Order and Judgment.

IT IS SO ORDERED:

Dated: _____

The Honorable Marilyn J. Horan

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

ATTENTION:

ALL INDIVIDUALS WITH QUALIFYING DISABILITIES WHO USE A WHEELCHAIR, SCOOTER, OR ANY OTHER DEVICE FOR MOBILITY WHO BELIEVE THEY HAVE BEEN, OR IN THE FUTURE WILL BE, DENIED THE FULL AND EQUAL ENJOYMENT OF FAMILY DOLLAR AND DOLLAR TREE STORES IN THE UNITED STATES BECAUSE OF ACCESS BARRIERS AT THOSE STORES

YOU HAVE A RIGHT TO OBJECT TO THE SETTLEMENT DESCRIBED BELOW.

READ THIS NOTICE AND INSTRUCTIONS CAREFULLY

This notice is to inform you about the proposed class settlement that would resolve the lawsuit captioned *Gayle Lewandowski, Janet Agardy, and Marisa Martinez, individually and on behalf of all others similarly situated, v. Family Dollar Stores, Inc., Family Dollar, Inc., and Dollar Tree Stores, Inc.*, Case No. 2:19-cv-00858-MJH (W.D. Pa.) (the “Lawsuit”).

The Lawsuit asserts that Family Dollar Stores, Inc., Family Dollar, Inc., and their respective parents, subsidiaries, and affiliates, and Dollar Tree Stores, Inc. (collectively, “Family Dollar”) violated the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (“ADA”) by failing to remove hindrances to common routes of travel (“Access Barriers”) at stores owned and/or operated by Family Dollar in the United States. The Lawsuit seeks (1) injunctive relief to modify Family Dollar’s practices to ensure accessibility of Family Dollar’s stores for people with qualifying disabilities who use wheelchairs, scooters, or other devices for mobility, and (2) costs, expenses and attorneys’ fees for prosecuting the case.

Family Dollar believes that it acted lawfully and in compliance with the ADA at all times and denies all liability in the Lawsuit. However, the parties have agreed to settle the Lawsuit to avoid the burden, expense, risk, and uncertainty of continuing the litigation and to achieve a final resolution. The Court has preliminarily approved the parties’ proposed settlement agreement but has yet to finally approve it.

I. THE CLASS

The class certified in the Lawsuit is defined as follows: All individuals with qualifying disabilities who use wheelchairs, scooters, or any other device for mobility, or otherwise experience qualifying mobility impairments, and who have been, or in the future during the Term of this Agreement will be, denied the full and equal enjoyment of the Stores owned and/or operated by Defendants in the United States because of the Access Barriers at those Stores (the “Class”). The Term of the Settlement Agreement commences after the Court grants final approval and the time for any appeal expires, and the Term concludes four years thereafter.

II. SUMMARY OF THE PROPOSED SETTLEMENT

The settlement results in injunctive relief that includes measures to prevent Access Barriers from blocking paths of travel, both inside and outside and to accessible parking areas, (“Access Routes”) at Family Dollar stores nationwide. Specifically:

Family Dollar will maintain a minimum width of the path of travel of at least 36 inches for any of the following Pathways: parking in designated accessible parking spaces and adjoining access aisles; access route from the designated accessible parking spaces to the Store entrance; the entrances or exits of the stores; accessible routes within the store, (*i.e.*, aisles or pathways to merchandise on the sales floor); access routes to, and use of, publicly available restroom facilities; the route to or ability to use the publicly available drinking fountains; and paths to any emergency exits and/or fire escape doors. Defendants will take reasonable steps to maintain access to, and use of, publicly available restrooms at their Stores for Class Member(s) in accordance with 42 U.S.C. §12182(b)(2)(A)(iv) (for Stores that were designed and constructed for first occupancy prior to January 26, 1993) and 42 U.S.C. §12183(a)(1)(2) (for Stores constructed or restrooms that underwent an alteration as defined in the ADA on or after January 26, 1993). Maintaining access and use will include accessibility of paths of travel within the restrooms, sinks, under sink areas, maneuvering clearances (including knee and toe clearances), reach ranges to operable parts (including maximum force to activate an operable part), mirrors, water closets (and all elements therein), in accordance with either the 1991 or 2010 ADA Standards for Accessible Design (“ADA Standards”), whichever is applicable to the restrooms at the Stores.

Defendants will provide an e-mail address, website address and/or toll-free telephone number where customers can report an alleged violation of the ADA. Defendants will ensure all Regional Directors, District Managers, and Store Managers complete a computer-based ADA Title III training module and/or other ADA training. In addition, the settlement contains monitoring and reporting provisions to ensure that Family Dollar meets its obligations. Class Counsel will conduct audits of Family Dollar’s compliance.

The settlement contains monitoring provisions to ensure that Family Dollar meets its obligations. Family Dollar’s District Managers will conduct quarterly store compliance checks. Additionally, Class Counsel will also conduct audits of Family Dollar’s compliance with the settlement.

The settlement also provides for payment to each Named Plaintiff in the following amounts: \$2,500.00 to Gayle Lewandowski; \$2,500.00 to Janet Agardy; and, \$1,000.00 to Marisa Martinez in exchange for a full general release of any claims for damages and for the services provided in this lawsuit, and a payment to Class Counsel of \$321,500.00 for past and future attorneys’ fees and costs relating to the prosecution of the Lawsuit and future monitoring.

III. THE EFFECT OF THE SETTLEMENT ON THE RIGHTS OF CLASS MEMBERS

If the settlement is approved by the Court, all Class members will be bound by the terms of the settlement relating to the provision of accessible routes at stores owned and/or operated by Family Dollar in the United States. In other words, once the settlement is approved, all Class

members will release and forever discharge claims that they may have had for injunctive relief related to the Access Barriers at Family Dollar's stores for people with qualifying disabilities who use a wheelchair, scooter, or other device for mobility for a term of four years after the Court approves the final settlement and any appeal period has expired.

IV. OBJECTING TO THE SETTLEMENT

If you are a Class member, you can ask the Court to deny approval of this settlement by filing an objection with the Court. You can give reasons why you think the Court should not approve it. You must do so in writing. The Court will consider your views. If the Court denies approval of the settlement terms, there will be no settlement and the Lawsuit will continue. You must object in writing and in accordance with the instructions below. If you are hearing-impaired or have communications disabilities and need an accommodation to submit a written objection, contact the Court's Communication Access Coordinator at:

Communication Access Coordinator
Colleen Willison, Chief Deputy Clerk
Jason Schantz, (alternate)
Joseph F. Weis, Jr. U.S. Courthouse
700 Grant Street
Pittsburgh, PA 15219
(412) 208-7500

To object, you must file the objection with the Clerk of the Court either in person or by first class mail at the following address:

Clerk of the Court
U.S. District Court
700 Grant Street
Pittsburgh, PA 15219

Any objection must be received by _____, 2021 for it to be considered. All written objections and supporting papers must clearly set forth: (i) the name of the litigation, *Gayle Lewandowski, Janet Agardy, and Marisa Martinez, individually and on behalf of all others similarly situated, v. Family Dollar Stores, Inc., Family Dollar, Inc., and Dollar Tree Stores, Inc.*, Case No. 2:19-cv-00858-MJH (W.D. Pa.); (ii) the Class member's full name, address, and telephone number; and (iii) the specific reasons for the objection, and any evidence or legal authority the Class member believes supports the objection.

Class members who fail to properly or timely file objections in writing with the Court and in accordance with the procedures set forth above shall not be heard during the fairness hearing described below, nor shall their objections be considered by the Court.

V. FAIRNESS HEARING

The District Court will hold a fairness hearing to decide whether to approve the settlement. The fairness hearing will be held on _____ at _____ at the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Courtroom 8A, Pittsburgh, PA 15219. At this

hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections or requests to be heard, the Court may consider them at the hearing. The Court may also decide the amount of attorneys' fees and costs to be paid to Class Counsel.

If you file an objection, you may also appear at the fairness hearing. You may appear at the hearing either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. To be heard at the hearing, you must ask the Court for permission to speak at the same in advance of the hearing. To do so, you must file, in writing, a Notice of Intention to Appear with the Clerk of the Court. Be sure to include your name, address, telephone number and signature on the notice. Your Notice of Intention to Appear must be postmarked no later than _____, and be sent to the Clerk of the Court:

Clerk of the Court
U.S. District Court
700 Grant Street
Pittsburgh, PA 15219

If you are hearing impaired or have communications disabilities and need an accommodation to attend and/or participate in the fairness hearing, contact the Court's Communication Access Coordinator at:

Communication Access Coordinator
Colleen Willison, Chief Deputy Clerk
Jason Schantz, (alternate)
Joseph F. Weis, Jr. U.S. Courthouse
700 Grant Street
Pittsburgh, PA 15219
(412) 208-7500

The date of the fairness hearing may change without further notice to the class. You should check the settlement website at www.adasettlementfamilydollar.com or the U.S. Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.pawd.uscourts.gov> to get the most current information concerning the date of the hearing.

VI. FURTHER INFORMATION

This notice summarizes the proposed settlement. You may seek the advice and guidance of your own private attorney, at your own expense, if you desire. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.adasettlementfamilydollar.com, contact Class Counsel using the information below, access the Court docket in this case through the Court's Public Access website at PACER.gov, or visit the U.S. District Court, 700 Grant Street, Suite 3100, Pittsburgh, PA 15219, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

To obtain a copy of this notice in alternate accessible formats, contact Class Counsel using the information below.

VII. CONTACT INFORMATION

Please do not contact the Court, the Court Clerk's office, or Family Dollar's Counsel with questions about this settlement. Any questions must be directed to Class Counsel at 1-800-467-5241 or at the addresses below:

Nicholas A. Colella
Lynch Carpenter, LLP
Attn: Family Dollar Class Action Settlement
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222
nickc@lcllp.com

R. Bruce Carlson
Carlson Brown
Attn: Family Dollar Class Action Settlement
222 Broad Street
PO Box 242
Sewickley, PA 15143
bcarlson@carlsonlynch.com

IMPORTANT NOTICE TO ALL INDIVIDUALS WITH QUALIFYING DISABILITIES WHO USE A WHEELCHAIR , SCOOTER, OR ANY OTHER DEVICE FOR MOBILITY WHO BELIEVE THEY HAVE BEEN, OR IN THE FUTURE WILL BE, DENIED THE FULL AND EQUAL ENJOYMENT OF FAMILY DOLLAR AND DOLLAR TREE STORES IN THE UNITED STATES BECAUSE OF ACCESS BARRIERS AT THOSE STORES

A class action lawsuit is currently pending in the U.S. District Court for the Western District of Pennsylvania involving the alleged inaccessibility of access routes at stores operated by Family Dollar Stores, Inc., Family Dollar, Inc., and their respective parents, subsidiaries, and affiliates, and Dollar Tree Stores, Inc. (collectively, "Family Dollar") in the United States. Family Dollar believes it acted lawfully and in compliance with the ADA at all times and denies all liability in the suit. However, the parties to the lawsuit have negotiated a proposed class action settlement which would provide for injunctive relief and resolve all claims of class members relating to accessible routes at all Family Dollar stores in the United States. Class members include all individuals with qualifying disabilities who use wheelchairs, scooters, or any other device for mobility, or otherwise experience qualifying mobility impairments, and who have been, or in the future during the term of the settlement agreement will be, denied the full and equal enjoyment of the stores owned and/or operated by Defendants in the United States because of the Access Barriers at those stores.

The settlement includes injunctive relief that results in ADA Title III compliance by Family Dollar, including ensuring accessible routes for Family Dollar customers who have a qualifying disability and use a wheelchair, scooter, or other device for mobility. Specific injunctive relief includes accessible routes in stores that conform to the ADA's accessibility requirements, training employees regarding ADA Title III, implementing a customer service hotline, and store monitoring.

The Court has granted preliminary approval of the settlement. A hearing will be held at _____ on _____ in the Courtroom of U.S. District Judge Marilyn J. Horan at the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Courtroom 8A, Pittsburgh, PA 15219, to evaluate the fairness of the proposed settlement and to decide whether to grant final approval. If you are a member of the class, you have the right to file written objections to the proposed settlement on or before _____. If you wish to speak at the hearing, you must inform the Court on or before _____.

More information concerning the settlement (including a copy of the settlement agreement) can be obtained at www.adasettlementfamilydollar.com or by contacting:

Nicholas A. Colella
Lynch Carpenter, LLP
Attn: Family Dollar Class Action Settlement
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222
nickc@lcllp.com

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