

**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.

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

1. **Introduction and Recitals.**

1.1. This Settlement Agreement (together with all exhibits, the “Agreement”) is entered into by and between Family Dollar Stores, Inc., Family Dollar, Inc., and their respective parents, subsidiaries, and affiliates, as well as Dollar Tree Stores, Inc., (collectively, “Defendants”) and Gayle Lewandowski, Janet Agardy, and Marisa Martinez (collectively, “Plaintiffs”), on behalf of themselves and a class of persons similarly situated (hereinafter referred to as the “Class” as defined below). Defendants and Plaintiffs (individually and on behalf of the Class) shall individually be referred to as a “Party” and jointly as “Parties.”

1.2. Plaintiff Lewandowski filed a class action complaint in the United States District Court for the Western District of Pennsylvania, civil action number 2:19-cv-00858 on July 17, 2019; Plaintiff Agardy filed a class action complaint in the United States District Court for the District of Colorado, civil action number 1:19-cv-03381 on December 2, 2019; Plaintiff Martinez filed a class action complaint in Los Angeles County Superior Court, case number 20STCV03676

filed on January, 29, 2020; wherein each alleged that Family Dollar Stores, Inc. violated Title III of the Americans With Disabilities Act, 42 U.S.C. § 12101 *et seq.*, (the “ADA”) and its implementing regulations.

1.3. On October 20, 2021, Plaintiffs filed an amended consolidated nationwide class action complaint (“Complaint”) in the United States District Court for the Western District of Pennsylvania, civil action number 2:19-cv-00858, in which they alleged that Defendants violated Title III of the Americans With Disabilities Act, 42 U.S.C. § 12101 *et seq.*, (the “ADA”) and its implementing regulations (the “Lawsuit”). The Lawsuit had been assigned to Judge Marilyn J. Horan.

1.4. Plaintiffs alleged in the Complaint that they have been denied full and equal access to Defendants’ Stores due to Access Barriers that were intentional, systemic, recurring, and reflective of Defendants’ inadequate policies and practices, in violation of the ADA. Plaintiffs sought injunctive and declaratory relief, as well as attorneys’ fees and litigation costs.

1.5. Defendants deny and continue to deny Plaintiffs’ allegations

1.6. The Parties have reached agreement on the terms of a proposed class settlement.

1.7. The Parties therefore now wish to effect a complete resolution and settlement of all claims and controversies relating to the allegations of Plaintiffs and the Class, and to resolve their differences and disputes by settling the Lawsuit. For purposes of this Agreement only, Defendants do not object to the definition of the Class (as defined below), to Plaintiffs serving as Class Representatives (as defined below), and to Class Counsel (as defined below) serving as counsel to the Class. Plaintiffs and Class Counsel acknowledge that they desire to settle on the

terms and provisions in this Agreement and believe it is fair, reasonable, and adequate and in the best interests of Plaintiffs and the Class.

1.8. The terms of all Exhibits attached hereto are fully incorporated into this Agreement and are an integral part thereof. The terms of this Agreement, where applicable, are fully incorporated into all Exhibits and are, where applicable, an integral part thereof. To the extent that there are any conflicts or inconsistencies between the terms of this Agreement and any of the Exhibits, the terms of this Agreement shall control.

2. **No Admission of Liability.** By agreeing to and voluntarily entering into this Agreement, there is no admission or concession by Defendants, direct or indirect, express or implied, that they have violated the ADA or any other federal, state, or local law, regulation, order, or rule, or that class certification is appropriate in this Lawsuit. The Parties agree that if this Agreement is not finally approved, or is otherwise nullified, then the Parties shall return to their positions preceding this Agreement and Defendants shall retain all rights to challenge Plaintiffs' claims and the certification of the Class.

3. **Definitions.** In addition to the terms defined elsewhere in the Agreement, the following terms shall have the meanings set forth below.

3.1. "Access Barrier" or "Access Barriers" means hinderances, which are under Defendants' control, which reduce or eliminate accessibility of Store amenities for members of the Class. Access Barriers may include but are not limited to the placement of physical barriers such as merchandise, merchandise displays, shopping carts, stocking carts, dollies, boxes, ladders, or any other materials so positioned that block, narrow, or generally impede the ingress, egress, aisle and other Pathways, both inside and outside of Defendants' Stores in the following areas, subject to the lease rights and/or obligations of the Landlord and/or Owner of the property(ies) upon which

Defendants' Stores conduct business: designated accessible parking spaces and adjoining access aisles, access routes from the designated accessible parking spaces to the entrance, the entrances and exits of the stores, accessible routes within the store, access routes to, and use of, publicly available restroom facilities and publicly available drinking fountains, and paths to any emergency exits and/or fire escape doors. The Parties agree that obstructions due to repairs, maintenance, setting up displays, reconfiguring products or displays, stocking merchandise, and/or other tasks associated with operating a retail store that are isolated or temporary do not violate this Agreement.

3.2. The "Class" means 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.

3.3. "Class Member" means any member of the Class certified by the Court.

3.4. "Class Counsel" means Bruce Carlson of the law firm Carlson Brown and Nicholas Colella of the law firm Lynch Carpenter, LLP.

3.5. "Class Representative(s)" means the named Plaintiffs.

3.6. "Court" means the U.S. District Court for the Western District of Pennsylvania.

3.7. "Dispute Resolution" means the process described in Section 11 herein.

3.8. "Effective Date" means the date by which the Parties have executed the Agreement and have satisfied all Conditions Precedent described in Section 4, below.

3.9. "Fairness Hearing" means a hearing held by the Court before Final Approval and after Notice and any responses to any objections have been filed with the Court.

3.10. “Final Approval” means the approval of this Agreement by the Court under Federal Rule of Civil Procedure 23(e) after Notice to the Class and a Fairness Hearing.

3.11. “Final Judgment” means the Judgment to be entered by the Court following Final Approval, consistent with Federal Rule of Civil Procedure 58. A copy of the proposed Final Judgment is attached as **Exhibit A**.

3.12. “Notice” means notice of this Agreement as provided in Section 10.2 herein and described in the Proposed Order Granting Motion for Preliminary Approval of Class Settlement; Directing Issuance of Settlement Notice; and Scheduling Hearing on Final Approval, attached as **Exhibit B**, including the Notices to the Class regarding the terms of this Settlement Agreement, attached as **Exhibits C and D**, or notice that is materially identical thereto.

3.13. “Pathway” or “Pathways” means routes or areas commonly used by customers for travel in and around Defendants’ Stores and may include but are not limited to access routes to parking spaces, entrances or exits of any Store, publicly available drinking fountains, publicly available restroom facilities, sales floor, aisles, emergency exits, and/or fire escape doors.

3.14. “Preliminary Approval” means the initial approval by the Court of the terms of this Agreement, which shall occur prior to any Notice being provided to the Class in accordance with Section 10 herein. A draft Proposed Order Granting Motion for Preliminary Approval of Class Settlement; Directing Issuance of Settlement Notice; and Scheduling Hearing on Final Approval is attached as **Exhibit B**.

3.15. “Store” or “Stores” means any or all retail stores operated by Releasees within the United States as of the date this Court enters Preliminary Approval and/or any time through the end of the Term of this Agreement, including any new stores opened during the Term.

3.16. “Releasees” means Defendants and each of their direct and indirect subsidiaries, divisions, parents, affiliates, companies under common control of any of the foregoing, predecessors, successors, and assigns, and their past, present and future shareholders, partners, principals, managers, members, directors, officers, employees, agents, attorneys, insurers, trustees, and all others acting in concert with them.

4. **Conditions Precedent.** This Agreement shall be conditioned upon and shall be effective only upon the occurrence of all of the following events:

4.1. Defendants have received a completed W-9 form for Plaintiffs and Class Counsel.

4.2. Class Counsel has moved for, and the Court has entered, an order granting Preliminary Approval of this Agreement.

4.3. Upon Preliminary Approval of this Agreement, approval of the Notice, and the procedures for providing Notice, Notice has been provided to the Class in accordance with such procedures, and Notice has been provided pursuant to CAFA.

4.4. A Fairness Hearing has been held in accordance with Federal Rule of Civil Procedure 23(e)(2).

4.5. The Court has granted Final Approval of this Agreement, dismissed the claims of the Lawsuit in accordance with the terms set forth herein after a Fairness Hearing has been conducted (subject to the Court’s retaining jurisdiction pursuant to Section 13 herein), entered Final Judgment, and all such orders and approvals have become final and non-appealable.

4.6. The United States District Court for the District of Colorado dismisses with prejudice the currently stayed companion case styled Janet Agardy v. Family Dollar Stores, Inc., Civil Action No. 19-cv-03381-RM-KML.

4.7. The United States District Court for the Northern District of Illinois dismisses with prejudice the currently stayed companion case styled Angela Reneau v. Family Dollar Stores, Inc., Civil Action No. 20-cv-00938.

4.8. The California Superior Court for the County of Los Angeles dismisses with prejudice the currently stayed companion case styled Marisa Martinez v. Family Dollar Stores, Inc., Case No. 20STCV03676.

5. **Settlement Purposes Only.** This Agreement is for settlement purposes only. Neither the fact of, nor any term or provisions contained in this Agreement or its Exhibits, nor any action taken under it shall constitute, be construed as, or be admissible in evidence as (1) any admission of the validity of any claim or fact alleged in the Lawsuit or any other pending or subsequently filed action; (2) evidence of any wrongdoing, fault, violation of law, or liability of any kind by Defendants; (3) an admission by Defendants of any fact, claim, or allegation made in this Lawsuit or any action; (4) any violation of the ADA or any other federal, state, or local law, regulation, order, or rule, or that class certification is appropriate in this Lawsuit; (5) an admission by Defendants that the underlying theories of liability in the Lawsuit or any pending similar lawsuit satisfy the requirements of class certification under Rule 23; nor (6) admission by Plaintiffs, the Class, or Class Counsel of the validity of any fact or defense asserted against them in the Lawsuit or any action.

6. **Term of Agreement.** This Agreement shall have a term (“Term”) that expires four (4) years after the Effective Date.

7. **Injunctive Relief for the Class.** Within one-hundred eighty (180) days of the Effective Date, Defendants will have completed the following:

7.1. ADA Access Compliance.

7.1.1. Defendants will take commercially reasonable steps to maintain a minimum width of the path of travel of at least 36 inches for all 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 (the “Access Routes”). Notwithstanding the foregoing, Defendants shall not be required to maintain the minimum width(s) of the Access Routes or Pathways during temporary and/or isolated circumstances due to repairs, maintenance, setting up displays, reconfiguring products or displays, stocking merchandise, and/or other tasks associated with operating the Stores. Defendants further agree that if they become aware or receive notice that Access Routes are obstructed, they will follow the protocols set forth herein to promptly remedy the issue. In the event that the property in question is subject to a lease agreement, the allocation of such responsibilities under such lease agreement will limit Defendants’ obligations hereunder, to the fullest extent permitted by law.

7.1.2. Defendants will take commercially 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. In the event that the property in question is subject to a lease agreement, the allocation of such responsibilities under such lease agreement will limit Defendants’ obligations hereunder, to the fullest extent permitted by law.

7.2. Notice and Cure. Plaintiffs herein (hereinafter referred to as “Parties Required to Give Notice”) agree that before filing any future lawsuit against Defendants (or involving their Properties as defined in this Agreement) concerning the ADA access compliance provided in the Agreement and/or alleging violations of any disability access requirements under the Americans with Disabilities Act (“ADA”) or any other federal or state law, regulation or standard (“Disability Access Laws”) relating to any property operated, leased, owned, or otherwise controlled by Defendants (“Property”), the Parties Required to Give Notice shall, in good faith, prior to filing suit, provide 180 days’ notice and an opportunity to cure in writing at the below address.

Chief Legal Officer  
Dollar Tree  
500 Volvo Parkway  
Chesapeake, VA 23320

The written notice shall identify each specific feature that allegedly violates the Americans with Disabilities Act, or any other federal or state law, regulation, or standard. Furthermore, the written notice shall identify the (i) the person who encountered the feature, (ii) the feature encountered, (iii) the date of the encounter, and (iv) the reason the feature(s) violate(s) Disability Access Laws. Defendants will then have 180 days from receipt of written notice to make the modifications to the Property identified in the written notice, in the event that Defendants determine that the modification is required (“Cure Period”). If Defendants make the modification(s) within 180 days, the Parties Required to Give Notice shall be prohibited from filing a lawsuit. Where the

modifications cannot be made as a practical matter within the Cure Period, so long as Defendants have taken all other steps reasonably necessary to make the modification(s) to the Property, the Parties Required to Give Notice shall be prohibited from filing a lawsuit concerning the accessibility of those feature(s).

7.3 ADA Customer Service Assistance. Defendants will have an email address, website address, and/or a toll-free telephone number where customers can report alleged violations of the ADA. The email address, website, and/or toll-free telephone number will be advertised on a customer facing sign that contains language similar to the following statement: If you are disabled and need assistance while in our store, any of our Team Members will be pleased to provide the assistance you need. If you need additional assistance, please send your comments and questions [to email address, website address, and/or toll-free telephone number]. When appropriate, in the reasonable judgment of Defendants, if the ADA complaint reported through the email address, website, and/or toll-free telephone number alleges a condition that does not comply with the applicable ADA standard, the issue will be investigated and, when appropriate, remediated.

7.4 ADA Title III Compliance Training for Field Management Employees. Defendants will require all Regional Directors, District Managers, Store Managers, and hourly employees hired prior to the Effective Date of this Agreement to complete a computer-based ADA Title III training module and/or other ADA training. For all Regional Directors, District Managers, Store Managers, and hourly employees hired after the Effective Date of this Agreement, completion of the computer-based Title III ADA training module and/or other ADA training will be completed within the first six (6) months of employment.

8. **Monitoring Requirements.**

8.1. Store Compliance for ADA Accessibility in the Pathways. Within one-hundred and eighty (180) days of the Effective Date. Defendants' District Managers will conduct checks at least on a quarterly basis at each store to ensure that the Pathways are free of Access

Barriers as defined in the Agreement. Should the District Manager determine that there are any Access Barriers in any Access Routes, the District Manager will work with the Store Manager to remedy the specific issue within a reasonable time period under the circumstances.

8.2. Monitoring for Compliance. Beginning on the one hundred eighty-first (181st) day after the Effective Date, Class Counsel or their agents may monitor Defendants' compliance with this Agreement through inspections of Defendants' Stores, which monitoring may be performed without advance notice to Defendants.

9. Payment to Plaintiffs.

9.1. Within twenty-one (21) business days after the later of the Effective Date or receipt of the W-9s for the Plaintiffs, Defendants will make a payment to each of the named Plaintiffs in the following amounts: \$2,500.00 to Gayle Lewandowski; \$2,500.00 to Janet Agardy; and \$1,000.00 to Marisa Martinez ("Class Representative Payment") in exchange for the release of claims as detailed herein. This payment will be delivered to Class Counsel.

9.2. Defendants may issue an IRS Form 1099 to each of the named Plaintiffs for the Class Representative Payment. Plaintiffs shall be solely responsible for paying all applicable taxes relating to the Class Representative Payment and shall indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of this Payment.

10. Preliminary Approval, Notice to the Class, and Objections.

10.1. Preliminary Approval. Within ten (10) days after execution of this Agreement, Plaintiffs shall (1) file the Agreement, including the attached Exhibits, with the Court; (2) file a motion for preliminary approval of the Agreement with the Court; and (3) notify the

Court of the filings and request entry by the Court, on the earliest date acceptable to the Court, of the Preliminary Approval and the Proposed Scheduling Order attached as **Exhibit B**.

10.2. Notice Procedures. No later than ten (10) days after the Court enters the Preliminary Approval and Scheduling Order, the parties will provide Notice to the Class, utilizing the Notices attached as **Exhibits C and D**, and in accordance with the plan described in the Proposed Order Granting Motion for Preliminary Approval of Class Settlement; Directing Issuance of Settlement Notice; and Scheduling Hearing on Final Approval attached as **Exhibit B**.

10.3. At least thirty (30) days before the Fairness Hearing, the counsel for the Parties will provide respective declarations to the Court, attesting that they disseminated notice consistent with this Agreement and at least fourteen (14) days prior to the Fairness Hearing Class Counsel shall file a Motion for Final Approval and all supporting documents.

10.4. Objections. The Parties shall ask the Court to order the following procedures for objections: Any Class Member may object to the proposed Agreement by filing, within forty-five (45) days of the deadline set by the Court for the Parties to provide Notice to the Class in accordance with Section 10.2 herein, written objections with the Clerk of the Court. Only such objecting Class Members shall have the right, and only if they expressly seek it in their objection, to present objections orally at the Fairness Hearing. Responses by Defendants and Class Counsel to any timely-filed objections shall be made no less than fourteen (14) days before the Fairness Hearing.

11. **Dispute Resolution**. Any disputes relating to this Agreement shall be resolved according to the following procedure:

11.1. Meet and Confer. If any Party believes that a dispute exists relating to this Agreement, it shall notify the other Party. The Parties shall meet and confer in good faith, in an

effort to reach agreement. If the parties are unable to resolve the dispute within thirty (30) days of the initiation of the meet-and-confer process in Section 11.1, then:

11.2. Mediation. The Parties will engage in one mediation in an effort to reach agreement. The Parties shall make reasonably diligent efforts to utilize video conferencing or other cost-effective formats for the mediation session held pursuant to this Section. The mediation shall occur with Carole Katz or, if Carole Katz is unavailable, another agreed-upon mediator. Costs shall be borne equally by parties for this single mediation.

11.3. Submission to the Court. The Honorable Marilyn J. Horan, United States District Court Judge for the Western District of Pennsylvania, will retain jurisdiction over the enforcement of this Settlement.

11.3.1. After the first mediation is completed, any and all remaining disputes not resolved through the process detailed in 11.1 and 11.2 shall proceed to final adjudication by Hon. Judge Horan. Attorneys' fees and costs incurred in connection with bringing a dispute before the Court related to this Agreement shall be awarded to the prevailing party.

11.3.2. Notwithstanding 11.3.1 and 11.3.2, the Parties agree that fees and costs incurred during the original litigation and settlement phase have been resolved and shall not be subject to adjudication in the enforcement of this Agreement.

12. Attorneys' Fees and Costs. Defendants agree to pay attorneys' fees and costs to Class Counsel in the amount of \$321,500.00, inclusive of all future fees for monitoring and inspections (the "Attorneys' Fees and Costs Payment"). The Attorneys' Fees and Costs Payment shall be made within twenty-one (10) business days of the Effective Date of this Agreement or as directed by the Court, provided Defendants have received a completed IRS Form W-9 for Class

Counsel. Defendants shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs Payment.

13. **Continuing Jurisdiction.** The Parties agree that the United States District Court for the Western District of Pennsylvania shall have continuing jurisdiction throughout the Term of this Agreement to interpret and enforce this Agreement.

14. **Releases.**

14.1. **Release of Claims for Injunctive Relief by Plaintiffs and Class Members.**

14.1.1. Effective on the Effective Date, Plaintiffs and the Class Members and each of their executors, successors, heirs, assigns, administrators, agents, and representatives (the "Injunctive Releasing Parties"), in consideration of the relief set forth herein, fully and finally release Releasees from the Released Injunctive Claims as defined below.

14.1.2. The "Released Injunctive Claims" are any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action for injunctive or declaratory relief arising through the date of Final Approval of this Agreement relating to the subject matter of the Lawsuit, including, but not limited to, any claims relating to any Access Barriers in any Access Routes and/or Pathways and the use of the public restroom facilities by the Class. The "Released Injunctive Claims" also include all claims, rights, demands, charges, complaints, actions, suits, causes of action, or liabilities of any kind for injunctive or declaratory relief based on conduct that occurs after Final Approval of this Agreement and during the Term of this Agreement to the extent that such claims arise out of or relate to actions, omissions, or conduct that are being addressed under the terms of this Agreement related to any Access Barriers in any Access Routes and/or Pathways and the use of the public restroom facilities by the Class. The release set forth in this section 14.1.2 does not apply to any claims for monetary damages as

monetary damages are not available under Title III. This release does not serve to release any obligations under the terms of this Agreement.

14.2. Release of Claims for Damages by Plaintiffs.

14.2.1. On the Effective Date, Plaintiffs and each of their executors, successors, heirs, assigns, administrators, agents, and representatives, in consideration of the relief set forth herein fully and finally release Releasees from the Released Damages Claims as defined below.

14.2.2. The “Released Damages Claims” are any and all claims, rights, demands, charges, complaints, actions, suits, causes of action, and liabilities of any kind of damages relating to the subject matter of the Lawsuit arising through the date of Final Approval, including, but not limited to, any claims relating to the accessibility of Defendants’ Stores in the United States under Title III of the ADA, the adequacy of Defendants’ ADA accessibility compliance policies and procedures, and any claim for monetary damages the named Plaintiffs could file under corresponding state law for alleged violations of Access Barriers in any Access Routes and/or Pathways and the use of the public restroom facilities by the Class. The “Released Damages Claims” also include all claims, rights, demands, charges, complaints, actions, suits, causes of action, or liabilities of any kind for damages based on conduct that occurs after Final Approval of this Agreement and during the Term of this Agreement to the extent that such claims arise out of or relate to actions, omissions, or conduct that are being addressed under the terms of this Agreement related to any Access Barriers in any Access Routes and/or Pathways and the use of the public restroom facilities by the Class. This release does not serve to release any obligations under the terms of this Agreement.

14.2.3. The “Released Damages Claims” also include a waiver of rights under California Civil Code Section 1542, which states: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her Settlement with the debtor.”

15. **Entire Agreement.** This Agreement contains all the agreements, conditions, promises, and covenants among Defendants, Plaintiffs, Class Counsel, and the Class regarding matters set forth in it and supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, either written or oral, with respect to the subject matter of the present Agreement.

16. **Communications to Defendants and Class Counsel.** Unless otherwise indicated in the Agreement, all notices or communications required by this Agreement shall be in writing by email, U.S. Mail, or overnight delivery service addressed as follows:

16.1. To Plaintiffs, Class Counsel, or the Class: R. Bruce Carlson, Carlson Brown, 222 Broad Street, PO Box 242, Sewickley, PA 15143 and Nicholas Colella, Lynch Carpenter, LLP, 1133 Penn Avenue, 5<sup>th</sup> Floor, Pittsburgh, PA 15222.,

16.2. To Defendants: Joseph J. Lynett, Jackson Lewis, P.C., 44 South Broadway, 14th Floor, White Plains, NY 10601, joseph.lynett@jacksonlewis.com and Marc Metcalf, Dollar Tree, 500 Volvo Parkway, Chesapeake VA 23320, mmetcalf@dollartree.com.

17. **Modification.** Prior to Final Approval, this Agreement can only be amended by written agreement of the Parties hereto. Following Final Approval, no modification of this Agreement shall be effective unless it is pursuant to Court Order.



18. **Drafting of this Agreement.** This Agreement was drafted by all Parties hereto, as a result of arm's length negotiations among the Parties. Whereas all Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

19. **Execution by Facsimile and in Counterparts.** This Agreement may be executed by the Parties hereto by electronic signatures and in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement.

20. **Duty to Support and Defend Agreement.** Plaintiffs, Class Counsel, and Defendants each agree to abide by all of the terms of this Agreement in good faith and to support it fully and shall use their best efforts to defend this Agreement from any legal challenge, whether by appeal or collateral attack.

21. **Confidential Information.** Class Counsel will destroy all documents and information provided by Defendants (including its representatives) in accordance with the terms of the Protective Order entered in the Lewandowski Lawsuit. Likewise, information provided to Class Counsel by Defendants (including its representatives) shall be governed by the terms of the Protective Order entered in the Lewandowski Lawsuit.

22. **Media Announcement.** Plaintiffs' Counsel may not publicize the settlement in their marketing materials, website, social media, or other advertising media.

23. **Class Action Fairness Act.** Defendants will provide information concerning the Agreement in compliance with CAFA, 28 U.S.C. § 1715.

24. **Deadlines.** The Parties recognize that from time to time unforeseen events, including but not limited to, exigent business circumstances, labor disputes, natural disasters, personnel issues, and negotiations with third parties, cause delays in the accomplishment of

objectives, no matter how well-intentioned and diligent the Parties may be. Accordingly, with regard to the provisions of this Agreement that require that certain acts be taken within specified periods, the Parties understand and agree that Court approval shall not be required for reasonable extensions of deadlines. In the event that any Party determines that an action required by this Agreement cannot be taken within the specified time period, that Party shall promptly notify the other Parties that it anticipates a delay, the reasons for the delay, and proposed alternative deadline. The Parties shall endeavor to cooperate in reasonably rescheduling such deadlines.

25. **Parties' Authority.** The signatories hereto represent that they are fully authorized to bind the Parties to all terms of this Agreement. The Parties agree that it is impossible or impractical to have each Class Member execute this Agreement. This Agreement may be executed on behalf of Class Members by a Class Representative and by Class Counsel.


26. **Governing Law.** All terms of this Agreement shall be governed by and interpreted according to Pennsylvania law.

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**IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed,**


DATED: October 25, 2021

FAMILY DOLLAR STORES, INC.

By:   
NAME: Marc Metcalf  
TITLE: Sr. Counsel


DATED: October 25, 2021

FAMILY DOLLAR, INC.

By:   
NAME: Marc Metcalf  
TITLE: Sr. Counsel

DATED: October 25, 2021

DOLLAR TREE STORES, INC.

By:   
NAME: Marc Metcalf  
TITLE: Sr. Counsel

DATED: October 25, 2021

Gayle Lewandowski

By:       /s/

**IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed,**

DATED: October 19, 2021

FAMILY DOLLAR STORES, INC.

By:       /s/        
NAME  
TITLE

DATED: October 19, 2021

FAMILY DOLLAR, INC.

By:       /s/        
NAME  
TITLE

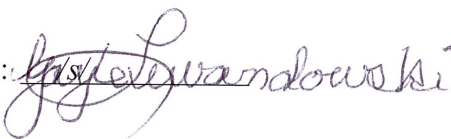
DATED: October 19, 2021

DOLLAR TREE STORES, INC.

By:       /s/        
NAME  
TITLE


DATED: October 19, 2021

Gayle Lewandowski

By:       /s/        


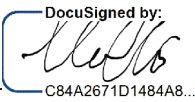
DATED: October 18, 2021

Janet Agardy

           /s/  B85E9DBF4A444F9...

DATED: October 18, 2021

Marisa Martinez

           /s/  C84A2671D1484A8...

4845-6431-6642, v. 1

# Exhibit A

**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 Family Dollar 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

# 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) ORDER GRANTING MOTION FOR PRELIMINARY  
APPROVAL OF CLASS SETTLEMENT; DIRECTING ISSUANCE OF SETTLEMENT  
NOTICE; AND SCHEDULING OF HEARING ON FINAL APPROVAL**

WHEREAS, the Parties in the above-captioned litigation have advised the Court that they have settled the litigation, the terms of which have been memorialized in a settlement agreement (hereafter, "Settlement Agreement").

WHEREAS, Plaintiffs have applied to this Court through an unopposed motion for an order (1) granting preliminary approval of the Settlement Agreement resolving all claims in the above-captioned matter, (2) directing notice to the class, and (3) setting a fairness hearing; and

WHEREAS, the Court has read and considered Plaintiffs' Unopposed Motion for Preliminary Approval, the points and authorities submitted therewith, the proposed Settlement Agreement, and all of the supporting documents; and good cause appearing:

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the Settlement Agreement and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement is granted. It appears to this Court on a preliminary basis that the Settlement Agreement satisfies the elements of Fed. R. Civ. P. 23, and is fair, adequate, and reasonable.

3. The proposed Settlement Class is hereby preliminarily certified pursuant to Fed. R. Civ. P. 23(a) and (b)(2) for purposes of settlement. The Settlement Class is defined as:

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.

4. The Court hereby appoints and designates Named Plaintiffs Gayle Lewandowski, Janet Agardy, and Marisa Martinez as representatives of the Settlement Class.

5. The Court hereby appoints and designates R. Bruce Carlson and the law firm Carlson Brown and Nicholas A. Colella and the law firm of Lynch Carpenter, LLP as Class Counsel for the Settlement Class.

6. Notice of the proposed Settlement Agreement shall be given to class members. The Notice attached as Exhibit C to the Settlement Agreement is hereby approved as to form. On or before -----, 2021, the Parties shall distribute the Notices of the proposed Settlement Agreement advising the Class of the terms of the proposed Settlement Agreement and their right to object to the proposed Settlement Agreement.

The Notices shall be distributed as follows:



a) Class Counsel shall send the Notice attached to the proposed Settlement Agreement as Exhibit C via electronic mail or U.S. Mail to the following organizations serving individuals with mobility disabilities: (i) American Association of People with Disabilities (AAPD); (ii) Disabled American Veterans; (iii) Paralyzed Veterans of America; (iv) Disability Rights Education & Defense Fund (DREDF); (v) National Center on Health, Physical Activity and Disability (NCHPAD); (vi) National Council on Independent Living; (vii) National Disability Rights Network; (viii) The Consortium for Citizens with Disabilities; (ix) Spina Bifida Association of America; (x) National Organization on Disability; (xi) National Brain Injury Association of America; (xii) Disability Rights Advocates; (xiii) Disabled Veterans National Foundation; (xiv) National Multiple Sclerosis Society; (xv) United Cerebral Palsy; (xvi) United Spinal Association; (xvii) Amputee Coalition; (xviii) Independent Living Research Utilization (ILRU); (xix) Disabled in Action; and (xx) Association of Programs for Rural Independent Living.

b) Class Counsel shall publish the Notice attached to the Settlement Agreement as Exhibit C on a public website dedicated to the Class Settlement, at [www.adasettlementfamilydollar.com](http://www.adasettlementfamilydollar.com). The website shall also provide access to the operative pleadings, Plaintiffs' motion for preliminary approval with exhibits and brief in support, this Order, and Plaintiffs' motion for attorneys' fees.

c) The Court finds that the form of notice to Class Members regarding the proposed Settlement Agreement, including the methods of dissemination to the proposed Settlement Class in accordance with the terms of this Order, meets the requirements for due process, the requirements of Rules 23(c)(2) and 23(e) of the Federal Rules of Civil Procedure, and is well calculated to reach representative class members.

7. Within thirty (30) days prior to the date of the Fairness Hearing set forth in paragraph 8, Class Counsel shall file a declaration evidencing compliance with the notice provisions of this Order.

8. A hearing (the “Fairness Hearing”) shall be held before this Court on -----, **2021** at ----- **EST** in the United States District Court for the Western District of Pennsylvania, located at 700 Grant Street, Courtroom 8A, Pittsburgh, PA 15219, to determine whether the Agreement shall be granted final approval, and to address any related matters.

9. The Fairness Hearing may, from time to time and without further notice to the Class (except those who have filed timely objections or entered appearances), be continued or adjourned by order of the Court.

10. Members of the Class may register their objections to the Settlement Agreement by filing written objections with this Court. Objections and accompanying verification must be received **within forty-five (45) days of the date for Notice specified in Paragraph 6 of this Order**. Members of the Class who also wish to appear at the Fairness Hearing and object to the Settlement Agreement in person must so state at the time they file their written objections. Any Class member who does not make his or her objection in the manner provided for in this Order shall be deemed to have waived such objection.

11. All responses to objections shall be filed with the Court and served by mail on the Parties’ Counsel and on any objectors fourteen (14) days of the fairness hearing.

12. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement Agreement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

IT IS SO ORDERED:

Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Marilyn J. Horan

# Exhibit C

**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 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 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](http://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](http://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](http://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

# Exhibit D

**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 DOLLAR GENERAL 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 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](http://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](mailto: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](mailto:bcarlson@carlsonlynch.com)