

ATTORNEY GENERAL OF THE STATE OF NEW YORK
ENVIRONMENTAL PROTECTION BUREAU
CONSUMER FRAUD & PROTECTION BUREAU

In the Matter of

Assurance No. 26-002

**Investigation by LETITIA JAMES, Attorney
General of the State of New York, of**

**DOLLAR TREE, INC. and DOLLAR TREE
STORES, INC.,**

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (OAG) commenced an investigation under Executive Law § 63(12) and General Business Law (GBL) § 349 into compliance by Dollar Tree Stores, Inc. (“Dollar Tree”)¹ with Agriculture & Markets Law (“AML”) §§ 199-a(1) and 200 (Sale, or Offering for Sale, of Adulterated Food).

Part I of this Assurance of Discontinuance (Assurance) sets forth OAG’s findings and Part II of the Assurance contains the agreement between OAG and Dollar Tree (together, the Parties) to resolve OAG’s investigation.

I. OAG’S FINDINGS

1. On October 29, 2023, Dollar Tree was notified in writing by one of its food vendors, Wanabana USA LLC, that a food product commonly consumed by young

¹ Dollar Tree, Inc. is the publicly-traded holding company headquartered in Chesapeake, Virginia. Dollar Tree Stores, Inc. operates the Dollar Tree stores and is a direct subsidiary of Dollar Tree, Inc.

children was subject to immediate recall because of significant lead contamination in the product. Following that notification, Dollar Tree's systems and policies failed to prevent approximately two hundred units of the recalled food product from being sold to New York consumers. Dollar Tree failed to disclose the lead contamination in that product to New York consumers at the time of those sales. Dollar Tree's systems and policies also failed to prevent recalled product from being displayed for sale on the shelves of multiple Dollar Tree stores in New York well after the recall was initiated. This conduct by Dollar Tree violated several provisions of New York State law.

BACKGROUND

New York State Law Prohibits the Sale, or Offering or Exposing for Sale, of Adulterated Food

2. The State Agriculture & Markets Law makes it illegal to “sell” or “offer or expose for sale” any “article of food which is adulterated or misbranded” within the State. AML § 199-a(1). Anyone “who shall keep, store or display any article or product, the manufacture or sale of which is prohibited or regulated by [the AML], with other merchandise or stock in his [or her] place of business, shall be deemed to have the same in his [or her] possession for sale.” AML § 43.

3. Food is adulterated, among other grounds stated in the law, if it “bears or contains any poisonous or deleterious substance which may render it injurious to health; but in case the substance is not an added substance such food shall not be considered adulterated under this subdivision if the quantity of such substance in such food does not ordinarily render it injurious to health.” AML § 200(1).

4. A person violating the State's food adulteration law is subject to a civil penalty of up to \$600 for the first violation, and up to \$1,200 for the "second and each subsequent violation." AML § 39.

5. "When the violation consists of the sale, or the offering or exposing for sale or exchange of any prohibited article or substance, the sale of each one of several packages shall constitute a separate violation, and each day on which any such article or substance is offered or exposed for sale or exchange shall constitute a separate violation." AML § 39.

6. "The doing of anything prohibited by [the AML] shall be evidence of the violation of the provisions of [the AML] relating to the thing so prohibited, and the omission to do anything directed to be done shall be evidence of a violation of the provisions of [the AML] relative to the thing so directed to be done. The intent of any person doing or omitting to do any such act is immaterial in any prosecution for a violation of the provisions of [the AML]." AML § 43.

7. Under New York State law, there is strict liability for sales of adulterated food: "[a] person who sells adulterated food, whether at wholesale or retail, is liable, even in the absence of knowledge or criminal intent, as the act itself constitutes the offense." 60 N.Y. JUR. 2d Food, Drugs, Poisons, Etc. § 80 (2d ed. Nov. 2025).

New York State Law Prohibits Deceptive Business Practices and False Advertising

8. Executive Law § 63(12) prohibits repeated or persistent fraudulent conduct in the operation of any business in New York.

9. GBL § 349(a) declares, “[d]eceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state” are unlawful.

10. GBL § 350 further declares that “false advertising in the conduct of any business trade, or commerce or in the furnishing of any service in this state” is unlawful.

11. The Attorney General may seek injunctive relief, restitution, disgorgement of all net profits resulting from such illegal practice, restitution, and penalties of up to \$5,000 for each individual violation of Article 22-A of New York General Business Law. GBL §§ 349, 350-d.

Lead Toxicity and Health Risks to Children

12. Lead is toxic to humans and can affect people of any age or health status. Lead is especially harmful to vulnerable populations, including infants and young children. Because lead can accumulate in the body, even low lead exposure can harm children’s health and development including, but not limited to, harm to the brain and nervous system. Neurological effects of lead exposure during early childhood include learning disabilities, behavior difficulties, and lowered IQ. Lead exposures also may be associated with immunological, cardiovascular, renal, and reproductive and/or developmental effects.²

13. In January 2023, the U.S. Food and Drug Administration (FDA) released draft guidance that identifies action levels for lead in “processed food

² FDA, Action Levels for Lead in Food Intended for Babies and Young Children: Guidance for Industry (January 2025), <https://www.fda.gov/media/164684/download?attachment>. See page 4.

intended for babies and young children,” including ready-to-eat foods such as fruit or vegetable purees.³ The draft FDA guidance identified 10 parts per billion (ppb) as the lead action level for fruit purees.⁴ FDA released Final Guidance on January 6, 2025, identifying 10 ppb as the final lead action level for fruit purees.⁵

OAG’s Investigatory Authority

14. Executive Law § 63(12) authorizes the Attorney General to investigate and take legal action to address repeated illegal acts in the carrying on, conducting, or transaction of business. Illegal acts under § 63(12) include the violation of any State, federal, or local law or regulation.

15. GBL § 349 authorizes the Attorney General to investigate and take legal action on behalf of the people of the state of New York to address deceptive acts or practices in the conduct of business, trade, or commerce.

OAG’S INVESTIGATION

16. OAG’s investigation included review of documents produced by Dollar Tree, correspondence from and discussions with counsel for Dollar Tree, review of documents produced to OAG by Wanabana USA LLC and Wanabana LLC, review of information shared with OAG by the New York State Department of Agriculture &

³ [https://www.fda.gov/news-events/press-announcements/fda-announces-action-levels-lead-categories-processed-baby-foods#:~:text=The%20draft%20guidance%20contains%20the,root%20vegetables%20\(single%20ingredient\).](https://www.fda.gov/news-events/press-announcements/fda-announces-action-levels-lead-categories-processed-baby-foods#:~:text=The%20draft%20guidance%20contains%20the,root%20vegetables%20(single%20ingredient).)

⁴ *Id.*

⁵ FDA, Action Levels for Lead in Food Intended for Babies and Young Children: Guidance for Industry (January 2025), <https://www.fda.gov/media/164684/download?attachment>. See page 4.

Markets and the New York State Department of Health, as well as review of publicly-available information.

Allegations Concerning Dollar Tree

17. Headquartered in Chesapeake, Virginia, Dollar Tree, Inc. (holding company) and Dollar Tree Stores, Inc. (operating company) own and operate over 300 discount variety stores in New York State, which sell food and other merchandise to consumers at retail. Collectively, these stores are referred to herein as “New York Dollar Tree Stores.” Dollar Tree also owns and operates a website, dollartree.com , where New York consumers may place online orders for merchandise, including food products, for subsequent pickup at one of the New York Dollar Tree Stores.

18. Some of the New York Dollar Tree Stores are branded as “Dollar Tree” stores, others were operated by a subsidiary company and were branded as “Family Dollar” stores, and several were branded as “Dollar Tree / Family Dollar” combination stores.⁶

19. In many instances, New York Dollar Tree stores are located in localities that the United States Department of Agriculture’s Economic Research Service classifies as “low-income” and “low-access” areas (sometimes referred to as “food deserts”): areas having at least 33% or 500 people of a census tract’s population in an urban area living 1 mile from a large grocery store or supermarket, or, in a rural area, 10 miles from a large grocery store or supermarket).⁷

⁶ Dollar Tree sold its Family Dollar subsidiary entities on July 7, 2025.

⁷ <https://www.ers.usda.gov/data-products/food-access-research-atlas/documentation/#:~:text=Definition:%20A%20low%2Dincome%20tract,supercenter%2C%20or%20large%20grocery%20store> (last visited January 20, 2026).

20. Between October 2022 and October 2023, an affiliate entity of Dollar Tree transmitted multiple purchase orders to Wanabana Exchange LLC d/b/a Wanabana USA Exchange LLC (“Wanabana Exchange”), a limited liability company organized in Puerto Rico. The food products sold by Wanabana Exchange to Dollar Tree⁸ were manufactured in Ecuador by Austrofood S.A.S. (“Austrofood”), an affiliate of Wanabana Exchange, and exported from Ecuador to the U.S. market, typically through ports in Florida.

21. Through each such purchase order, Dollar Tree procured “WanaBana”-branded fruit puree products in squeezable pouches marketed to a range of consumers, including those with young children in their household who most commonly consume these kinds of purees. The Wanabana.com website describes “WanaBana” fruit purees as “the ideal snack for the whole family.”⁹ Each purchase order directed Wanabana Exchange to ship the fruit puree pouches to multiple Dollar Tree distribution facilities, including facilities that shipped products to New York Dollar Tree Stores for retail sale to consumers, and for fulfillment of online sales through Dollar Tree’s website, www.dollartree.com.

22. Each such purchase order transmitted by Dollar Tree to Wanabana Exchange specifies (in paragraph 9 of the purchase order) that “Vendor [i.e., Wanabana Exchange] represents and warrants that all Products furnished to Buyer

⁸ Greenbrier International, Inc. (d/b/a Dollar Tree Merchandising), a corporation incorporated in Virginia, is the entity who issued each such purchase order, and is defined as the “Buyer” in each such purchase order. For the purposes of purchases referenced in this Assurance, Greenbrier International, Inc. is included within the definition of “Dollar Tree.”

⁹ <https://wanabana.com/> (last visited January 20, 2026).

[i.e., Dollar Tree] will comply with and be manufactured, priced, sold and labeled, in compliance with all applicable federal, state, provincial and local laws, rules, ordinances, regulations, codes and orders of the United States and Canada, including without limitation, environmental protection, labor, health, consumer product safety, agricultural, food and drug laws, applicable industry codes and standards, safety regulations, packaging and labeling requirements.” However, nowhere in any such purchase order transmitted by Dollar Tree to Wanabana Exchange does Dollar Tree specify the protocol for Wanabana Exchange or its affiliates to follow if there has been a recall for any products purchased by Dollar Tree pursuant to such purchase order. Dollar Tree did not specify in the purchase orders which of its personnel to contact in the event of a recall, nor the means of such communication.

23. Among the varieties of fruit puree pouches that Dollar Tree regularly procured from Wanabana Exchange between October 2022 and October 2023 were “WanaBana Apple Cinnamon Fruit Puree” 2.5 oz pouches (UPC 7862118149278 and Dollar Tree SKU# 369152), sold in a 3-pack box. At all relevant times, Dollar Tree priced a 3-pack box of WanaBana Apple Cinnamon Fruit Puree for \$1.25 at the New York Dollar Tree Stores and on its online storefront. Images of the product and the 3-pack box are shown below:



Dollar Tree Received Notice of the Recall of “WanaBana Apple Cinnamon Fruit Puree” Directly from Wanabana USA Early on October 29, 2023

24. On October 29, 2023, Wanabana USA LLC (“Wanabana USA”), a limited liability company organized in Delaware and affiliated with Wanabana Exchange and Austrofood, issued a nationwide voluntary recall of “WanaBana Apple Cinnamon Fruit Puree” pouches, representing nearly 3 million individual units¹⁰ distributed nationwide between November 22, 2022, and October 26, 2023.¹¹

25. On Sunday, October 29, 2023 at 8:17 a.m., Francisco Peña, the President of distributor Wanabana USA (and also President of manufacturer Austrofood), sent an urgent recall notice to Dollar Tree in the form of an email to four Dollar Tree employees, with the subject line: “Urgent Notice: Lead Contamination Found in SKU#369152 (Apple-Cinnamon).” The four Dollar Tree employees were a Category

¹⁰ Two private label brands of cinnamon applesauce fruit pouches also manufactured in Ecuador by Austrofood were voluntarily recalled on or about November 9, 2023. Recalled units of these private label branded cinnamon applesauce fruit pouches are included in the roughly 3 million total units of recalled products.

¹¹ <https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/austrofood-sas-679052-08092024>.

Director (Snacks & Beverage), a Category Merchant, a Paralegal, and a Director of Sales Promotion.

26. The email stated that Wanabana USA was “immediately halting” the sale of the WanaBana Apple Cinnamon Fruit Puree products (identified as SKU #369152) because of “a significant concern involving lead contamination in this particular SKU.” Peña’s e-mail stated that “the lead contamination may be related to the cinnamon used in the product” and made reference to Wanabana USA’s active cooperation with the FDA.

27. In a June 17, 2024 letter to the FDA responding to FDA’s subsequent “Warning Letter” dated June 11, 2024, Dollar Tree referred to October 29, 2023 as the date of “Dollar Tree’s receipt of the recall notice from WanaBana.”

28. Wanabana USA’s nationwide recall of WanaBana Apple Cinnamon Fruit Puree products was communicated to Dollar Tree on the morning of October 29, 2023. FDA did not publicize Wanabana USA’s recall on the “Recalls, Market Withdrawals & Safety Alerts” section of FDA’s website until October 31, 2023.¹² On November 10, 2023, the New York State Department of Agriculture & Markets and the New York State Department of Health jointly issued a consumer alert on their respective websites regarding the recalled WanaBana Apple Cinnamon Fruit Puree products.¹³

¹² <https://www.fda.gov/safety/recalls-market-withdrawals-safety-alerts/wanabana-issues-voluntary-recall-wanabana-apple-cinnamon-fruit-puree-pouches-due-elevated-lead>.

¹³ https://www.health.ny.gov/press/releases/2023/2023-11-10_warning_regarding_lead.htm; <https://agriculture.ny.gov/news/new-york-state-department-agriculture-and-markets-and-state-health-department-urge-consumers>.

Evidence That WanaBana Apple Cinnamon Fruit Puree Products Sold at New York Dollar Tree Stores Were Adulterated by Lead at Toxic Levels

29. In a notice posted on the FDA website on November 16, 2023, FDA stated that it had “detected elevated levels of lead in one finished product sample of WanaBana Apple Cinnamon Puree collected from Dollar Tree,” and that the “level detected in the FDA sample of WanaBana apple cinnamon puree is 2.18 parts per million (ppm), which, for context, is more than 200 times greater than the action level the FDA has proposed in draft guidance for fruit purees and similar products intended for babies and young children.”¹⁴ The FDA notice further stated that “[e]xposure to lead at the levels found in the WanaBana Apple Cinnamon Fruit Puree pouches could result in acute lead toxicity.”¹⁵

30. In a June 11, 2024 “Warning Letter” addressed to Dollar Tree’s then-CEO Rick Dreiling, FDA stated that the levels of lead it detected in the recalled WanaBana Apple Cinnamon Puree products it sampled were “extremely high concentrations of lead.” FDA stated in that letter that “[t]he presence of these levels of lead causes these products to be adulterated within the meaning of section 402(a)(1) of the Federal Food, Drug, and Cosmetic Act (FD&C Act) [21 U.S.C. § 342(a)(1)] in that they bear or contain an added poisonous or deleterious substance

¹⁴ <https://www.fda.gov/food/outbreaks-foodborne-illness/investigation-elevated-lead-chromium-levels-cinnamon-applesauce-pouches-november-2023>.

¹⁵ *Id.*

which may render them injurious to health.”¹⁶ This is the same standard for adulteration of food under New York State law, i.e., AML § 200(1).

31. On January 5, 2024, FDA posted an updated notice on its website which stated that “the level of chromium detected in the reanalysis of FDA samples of the recalled WanaBana Cinnamon Apple Puree product yielded 0.590 and 0.566 ppm,” which is equivalent to 590 ppb and 560 ppb of chromium. Chromium is a heavy metal that, in its hexavalent form—Cr(VI)—is “a known carcinogen” according to the Centers for Disease Control (CDC).¹⁷

32. On February 29, 2024, FDA posted another updated notice on its website which “confirmed that the lead and chromium previously detected in the cinnamon are from lead chromate.”¹⁸ Per the FDA, “[h]istorically, lead chromate has been illegally added to certain spices to increase their weight and enhance their color, which increases the monetary value of the adulterated spices.”¹⁹ FDA’s public notice states that its “leading hypothesis remains that this was likely an act of economically motivated adulteration.”²⁰

33. On March 4, 2024, the NYSAGM’s Food Laboratory in Albany, New York, which is accredited to the ISO 17025 and AOAC ALAAC standards²¹ and has

¹⁶ <https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/dollar-tree-inc-674301-06112024>.

¹⁷ <https://www.cdc.gov/lead-prevention/news/outbreak-applesauce-pouches.html>.

¹⁸ <https://www.fda.gov/food/outbreaks-foodborne-illness/investigation-elevated-lead-chromium-levels-cinnamon-applesauce-pouches-november-2023#:~:text=Because%20of%20the%20limited%20amount,yielded%200.590%20and%200.566%20ppm>.

¹⁹ *Id.*

²⁰ *Id.*

²¹ <https://agriculture.ny.gov/food-laboratory>.

proficiency in sampling of foods for heavy metals, reported the analytical results of testing for lead and other toxic metals of a sample of WanaBana Apple Cinnamon Fruit Puree pouch collected from a household in New York City on November 6, 2023 by the New York City Department of Health & Mental Hygiene. The analysis detected lead at 2,560 ppb of lead, which is 256 times greater than the FDA's now-final "action level" of 10 ppb for lead in fruit purees intended for babies and young children. The testing of that sample by NYSAGM's Food Laboratory also detected 698 ppb of chromium.

34. According to the New York State Department of Health ("NYSDOH"), between November 2023 and May 2024, local health departments in New York State identified several dozen children in New York State with an Elevated Blood Lead Level (EBLL) that NYSDOH determined was related (either with a "confirmed" or "probable" level of confidence) to their consumption of WanaBana Apple Cinnamon Fruit Puree pouches contaminated with extremely elevated concentrations of lead. According to NYSDOH data, in 40 of these EBLL cases, the parents or caregivers stated to NYSDOH or local health department staff that the WanaBana Apple Cinnamon Fruit Puree products that their children consumed were purchased at New York Dollar Tree Stores.

35. Of these 40 known EBLL cases tied to children's consumption of WanaBana Cinnamon Apple Puree products purchased at New York Dollar Tree Stores, NYSDOH classified 17 of the cases as "confirmed" and 23 of the cases as "probable" in terms of being linked directly to the children's consumption of lead-contaminated WanaBana Apple Cinnamon Fruit Puree products, as opposed to some

other source of lead poisoning. In approximately 20 of these 40 EBLL cases, the parents or caregivers reported that their children’s “date of last consumption” of the recalled WanaBana Apple Cinnamon Fruit Puree products occurred on or after October 29, 2023, the date on which Dollar Tree was informed of the dangerous lead contamination and notified about the recall by Wanabana USA.

Evidence of Dollar Tree’s Sales of WanaBana Apple Cinnamon Fruit Puree Products in New York

Dollar Tree Sales of WanaBana Apple Cinnamon Fruit Puree Product in New York Prior to the Recall Notice by Wanabana USA

36. Between December 27, 2022 and October 28, 2023 (i.e., prior to Wanabana USA’s notification to Dollar Tree about its recall), consumers purchased WanaBana Apple Cinnamon Fruit Puree products at dozens of “Dollar Tree”-branded locations in the State of New York.

37. Between March 21, 2023 and October 28, 2023 (i.e., prior to Wanabana USA’s notification to Dollar Tree about its recall), consumers purchased WanaBana Apple Cinnamon Fruit Puree products at three “Dollar Tree / Family Dollar”-branded combination store locations in the State of New York.

Dollar Tree Sales of Adulterated Product in New York After the Recall Notice by Wanabana USA

38. Notwithstanding the information that Dollar Tree received from Wanabana USA early on the morning of October 29, 2023 that sales of WanaBana Apple Cinnamon Fruit Puree should be “immediately” halted due to “a significant concern involving lead contamination,” Dollar Tree did not take immediate action on

October 29, 2023 with respect to the availability of the recalled product at New York Dollar Tree Stores.

39. Dollar Tree did not take action to remove all units of WanaBana Apple Cinnamon Fruit Puree products from the retail shelves of its New York Dollar Tree Stores on October 29, 2023.

40. Nor did Dollar Tree take immediate action on October 29, 2023 to place a “register lock” or “stop code” at all of its New York Dollar Tree Stores, and to immediately prevent purchases of the recalled product on its website at dollartree.com. A “register lock” or “stop code” would prevent a cashier from completing any sale of WanaBana Apple Cinnamon Fruit Puree at a register regardless of payment method.

41. Dollar Tree did not initiate a register lock or stop code at its “Dollar Tree”-branded stores in New York until October 30, 2023. The register lock was not implemented until October 31, 2023. That means that lead-contaminated WanaBana pouches were available for purchase for two entire days after Dollar Tree learned about the contamination and recall. Dollar Tree did not implement a register lock or stop code at its “Dollar Tree” / “Family Dollar”-branded combination stores in New York until November 3, 2023. That means that lead-contaminated WanaBana pouches were available for purchase for five days after Dollar Tree received notice of the contamination and recall.

42. Nor did Dollar Tree take immediate action to prevent customers who purchased units of WanaBana Apple Cinnamon Fruit Puree on a Dollar Tree website

from retrieving the recalled and lead-contaminated products from one of the New York Dollar Tree Stores subsequent to Wanabana USA's recall.

43. On October 29, 2023 (the latest date on which Dollar Tree learned of the lead contamination and recall), consumers purchased adulterated and recalled WanaBana Apple Cinnamon Fruit Puree products at no fewer than 67 "Dollar Tree"-branded locations in the State of New York. On that date, Dollar Tree sold a total of at least 119 recalled 3-pack boxes of WanaBana Apple Cinnamon Fruit Puree products, corresponding to at least 357 individual recalled pouch units.

44. On October 30, 2023 (one full day following the recall), consumers purchased adulterated and recalled WanaBana Apple Cinnamon Fruit Puree products at no fewer than 53 "Dollar Tree"-branded locations in the State of New York. On that date, Dollar Tree sold a total of at least 91 recalled 3-pack boxes of recalled WanaBana Apple Cinnamon Fruit Puree products, corresponding to at least 273 individual recalled pouch units.

45. On October 29, 2023 (the date of the recall notice), there was a transaction at a "Dollar Tree / Family Dollar" combination store located at 378 Main Street in Arcade, New York in Wyoming County (Family Dollar Store #5357), where Dollar Tree sold, and a consumer purchased, a 3-pack box of adulterated and recalled WanaBana Apple Cinnamon Fruit Puree products, corresponding to 3 individual recalled pouch units.

46. On November 5, 2023 (seven days following Wanabana USA's recall), Dollar Tree allowed a customer in Rochester, New York who had on October 13, 2023 placed an online order on dollartree.com that included fifteen 3-pack boxes of

WanaBana Apple Cinnamon Fruit Puree (fifteen 3-packs being the *minimum* purchase quantity for this product on dollartree.com), to pick up those adulterated and recalled products from a “Dollar Tree”-branded store at 821 Culver Road in Rochester, New York (Dollar Tree Store #7472). This corresponds to a total of 45 individual recalled pouch units that Dollar Tree released to this customer on November 5, 2023. It was not until July 2, 2024 (and only after OAG suggested it to Dollar Tree’s counsel) that Dollar Tree notified that consumer by e-mail and a letter sent via UPS to the customer’s residence that the WanaBana Apple Cinnamon Fruit Puree pouches picked up by the consumer some eight months earlier from a Dollar Tree store in Rochester, New York were “voluntarily recalled by Wanabana USA” and present “immediate health risks due to lead contamination.”

47. OAG’s investigation has thus identified that Dollar Tree sold (or otherwise released to consumers) 210 recalled 3-pack boxes on October 29-30, 2023 at “Dollar Tree”-branded stores in New York, one recalled 3-pack box at a “Dollar Tree / Family Dollar”-branded combination store on October 29, 2023, and released fifteen 3-pack boxes on November 5, 2023 to a customer who was retrieving an online order from a “Dollar Tree”-branded store in Rochester. This totals at least 226 sales of 3-pack boxes of adulterated and recalled WanaBana Apple Cinnamon Fruit Puree that occurred in New York Dollar Tree Stores after Dollar Tree received notice of the recall from Wanabana USA on October 29, 2023. This corresponds to a total of at least 678 adulterated and recalled individual pouch units that were believed to be contaminated by extremely high concentrations of lead, which Dollar Tree sold or

otherwise released to consumers in New York in violation of AML §§ 199-a(1) and 200(1).

48. Under AML § 39 “the sale of each one of several packages shall constitute a separate violation,” meaning that OAG is entitled to recover a civil penalty of up to \$600 on the first sale and up to \$1,200 for each subsequent sale of 226 3-pack boxes of adulterated and recalled WanaBana Apple Cinnamon Fruit Puree under AML §§ 199-a(1) and 200(1) (sale of adulterated food articles) that occurred in New York Dollar Tree Stores after Dollar Tree received notice of the recall from Wanabana USA.

49. Additionally, Dollar Tree violated GBL § 349(a) with the sale of each 3-pack box of WanaBana Apple Cinnamon Fruit Puree after receiving direct written notice from Wanabana USA on October 29, 2023 that the products were tainted by a serious lead contamination problem and that sales should be halted “immediately.” This information—unquestionably material to consumers—was known to Dollar Tree beginning no later than October 29, 2023.

50. Reasonable consumers have no reason to suspect that a food product may be adulterated by elevated levels of lead if the product is available for purchase on retail store shelves and the retailer has not posted a clear recall notice adjacent to the merchandise (and/or at the check-out area). Given the two-day delay before activation of a “stop code” at the registers of all New York Dollar Tree Stores branded as “Dollar Tree” stores (and a five-day delay before activation of a “stop code” at the “Dollar Tree / Family Dollar” combination stores), and the flawed and inconsistent attempts by store personnel in New York to remove the recalled WanaBana Apple

Cinnamon Fruit Puree products from some stores' retail shelves (discussed below), Dollar Tree had an affirmative duty to clearly and emphatically disclose to consumers the material information that Dollar Tree had received from Wanabana USA early on October 29, 2023—that those products were believed to be tainted by a dangerous lead contamination problem and should not be consumed or purchased. Dollar Tree's failure to so inform consumers, at least during October 29-30, 2023 and before FDA publicized the recall on October 31, 2023, constituted deceptive business practices in violation of GBL § 349(a).

51. Therefore, OAG has evidence of at least 211 violations of GBL § 349(a) by Dollar Tree during the period from October 29-30, 2023, by failing to disclose the material information about the recall and lead contamination to consumers in the New York Dollar Tree Stores, and accepting customer payment for at least 211 three-pack boxes of recalled WanaBana Apple Cinnamon Fruit pouches. OAG also has evidence of 15 additional violations of GBL § 349(a) by Dollar Tree on November 5, 2023 when Dollar Tree permitted a customer to pick up 15 three-packs of WanaBana Apple Cinnamon Fruit Puree products from Dollar Tree Store #7472 in Rochester, New York without any disclosure to the customer about the lead contamination in those products until July 2024.

52. Pursuant to GBL § 350-d, Dollar Tree is liable for a civil penalty of up to \$5,000 for each of these 226 violations of GBL § 349(a).

Evidence That Dollar Tree Displayed Adulterated WanaBana Apple Cinnamon Fruit Puree Products For Sale in New York After the Recall

53. In November and December 2023, inspectors from the NYSAGM entered the vast majority of New York Dollar Tree stores to evaluate the effectiveness of Dollar Tree's implementation of the October 29, 2023 recall of the WanaBana Apple Cinnamon Fruit Puree products in New York State.

54. During the period November 6-14, 2023, NYSAGM inspectors found over 500 recalled 3-pack boxes of WanaBana Apple Cinnamon Fruit Puree products displayed for sale at no fewer than 24 New York Dollar Tree Stores.

55. On December 6, 2023, NYSAGM inspectors found at least eleven 3-pack boxes of WanaBana Apple Cinnamon Fruit Puree products displayed for sale at one of the New York Dollar Tree Stores, corresponding to 33 WanaBana Apple Cinnamon Fruit Puree individual pouch units that Dollar Tree was displaying for sale at New York Dollar Tree stores more than one month following Wanabana USA's recall and FDA's publicization of the nationwide recall.

56. The following table summarizes the violations that accrued at 25 of the New York Dollar Tree Stores when Dollar Tree was continuing to display for sale adulterated and recalled WanaBana Apple Cinnamon Fruit Puree pouches (during a time when a "stop code" for that product was ostensibly in effect at the register), in violation of AML §§ 199-a(1) and 200(1):

| Dollar Tree Store # | Date of Visit by NYSAGM Staff | Maximum Days on Shelves After Recall Notice |
|----------------------------|--------------------------------------|--|
| #1904 | 11/6/2023 | 8 |
| #1403 | 11/7/2023 | 9 |
| #3740 | 11/7/2023 | 9 |
| #5348 | 11/7/2023 | 9 |
| #07254 | 11/7/2023 | 9 |
| #09117 | 11/7/2023 | 9 |
| #576 | 11/8/2023 | 10 |
| #4938 | 11/8/2023 | 10 |
| #06209 | 11/8/2023 | 10 |
| #01450 | 11/8/2023 | 10 |
| #1417 | 11/9/2023 | 11 |
| #5185 | 11/9/2023 | 11 |
| #5468 | 11/9/2023 | 11 |
| #06141 | 11/9/2023 | 11 |
| #1299 | 11/10/2023 | 12 |
| #1407 | 11/10/2023 | 12 |
| #4399 | 11/10/2023 | 12 |
| #4727 | 11/10/2023 | 12 |
| #5398 | 11/10/2023 | 12 |
| #01413 | 11/10/2023 | 12 |
| #09375 | 11/10/2023 | 12 |
| #5232 | 11/13/2023 | 15 |
| #06336 | 11/13/2023 | 15 |
| #4856 | 11/14/2023 | 16 |
| #0614 | 12/6/2023 | 38 |

57. In 2024, Dollar Tree engaged a third-party regulatory and quality consultant, RQA, Inc. (“RQA”), to review and recommend further enhancements to its end-to-end recall process and related documentation and governance, including ways to accelerate the initial steps of a recall. RQA delivered a “Post-Recall Review Report” dated September 27, 2024 addressed to Dollar Tree Management, LLC based on

interviews with 18 employees of Dollar Tree and Family Dollar between May 28, 2024 and June 26, 2024.

RESOLUTION BY THE PARTIES

58. Solely for the purpose of resolving OAG's investigation as set forth herein, Dollar Tree neither admits nor denies OAG's findings set forth in Part I above and agrees to this Assurance in settlement of the alleged violations described above and to avoid the burden of litigation. Dollar Tree agrees not to take any action or to make or permit to be made any public statement asserting that the Assurance is without legal or factual basis.

59. OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. Therefore, OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding under Executive Law § 63(12) for repeated violations of the New York food adulteration and consumer protection laws based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

Programmatic / Injunctive Relief

60. Dollar Tree shall—to the extent not already done—finalize, establish, and maintain corporate policies and procedures to govern its compliance with federal and New York State food safety laws and regulations in the New York Dollar Tree Stores, including the following elements drawn from a June 17, 2024 letter from Dollar Tree to FDA in response to a June 11, 2024 FDA "Warning Letter" and modified by agreement of the parties herein:

a. Strike Force Working Group: Dollar Tree established a cross-functional Strike Force process to initiate recalls and serve as a working group for recalls. The Strike Force includes functions such as compliance, legal, operations, merchandising, transportation/inventory control, and corporate communications. A Strike Force meeting is called upon notification of a potential recall to discuss the nature of the recall (e.g., health impacts) and impacted product, align on immediate next steps and roles and responsibilities, and initiate the development of communications to the stores and field. The Strike Force engages and involves relevant functions and leaders early and significantly in the recall process as well as facilitates prompt, collaborative development of store-level communications and completion of other necessary tasks (e.g., point-of-sale blocks and distribution center stop shipment orders).

b. Operations (Ops) Field Compliance Team: Dollar Tree established the Ops Field Compliance team, which is focused on providing accountability, store simplification, and process improvement for successful recall execution. This team's recall responsibilities include reporting, tracking, and follow up to achieve 100% completion of recall tasks in a short amount of time as well as enhancing recall communications to bring visibility and create urgency in the stores upon receipt. Dollar Tree also created templates for all recalls to ensure that the recall language and actions are consistent across recalls. The Ops Field Compliance team also partners with Ops Communication to ensure that product safety recalls are marked as "Urgent" and that the recall communication has clear and consistent language and action items. This clarity and consistency improve recall execution because the store teams better understand what is required and the action steps necessary for recalls. Functional leaders continue to provide feedback on the processes and communications, and Dollar Tree has continued to improve the processes and corresponding documents such as recall templates.

c. Evaluation of Similar Products: Dollar Tree processes now require an evaluation of whether other, similar-looking products should be pulled as part of a recall (e.g., pulling all flavors of the product at issue, not just those flavors included in the scope of the recall). This evaluation (and any resulting scope expansion) may enhance consumer safety in certain circumstances by simplifying the task for store associates to identify and pull the relevant product(s).

d. Analyses and Reporting: Dollar Tree is implementing a process for analyzing, reporting, and addressing store-level product scans or attempted sales and markdowns of certain recalled product as part of its recall processes. This process helps to identify instances in which certain recalled product may not have been properly or fully removed from store shelves and where additional attention or accountability may be needed. Additionally, Dollar Tree implemented formal "Compliance Alerts" for frequent and timely compliance

reporting to monitor recall execution as well as “Incoming Product Alerts” for trucks that were loaded with recalled product before the recall was issued to alert stores of such incoming recalled product. Dollar Tree also established a close partnership between field leadership and Human Resources to hold store managers accountable if they do not successfully execute certain recalls.

e. FDA-Regulated Product Checklist: Dollar Tree has developed, and begun utilizing, a Pull & Hold/Destroy Checklist for recalls involving FDA-regulated products to further ensure the timely and complete execution of such recalls.

f. Effectiveness Checks: Dollar Tree processes now include the engagement of a third party to conduct store-level effectiveness checks of certain recalls. Dollar Tree has above detailed further its engagement with a third-party regulatory and quality consultant.

g. Stop Codes: Dollar Tree is implementing a new process that will allow Dollar Tree to activate stop codes in stores expeditiously, within four hours of recall notification, to prevent the sale of recalled product.

h. Single Point of Contact: Dollar Tree is establishing a single recall notification email address for vendors and merchants to use to simplify and expedite notification to relevant Compliance team members. Dollar Tree will regularly communicate this email address to vendors and merchants and include this email address in purchase order terms and conditions. Dollar Tree plans for vendors and merchants to use this email address to contact directly the appropriate Compliance team members for an expedited and efficient response to recall notifications from vendors.

61. Within 120 days of the effective date of this Assurance, Dollar Tree shall develop updated recall program training for all current and newly-hired Dollar Tree managerial-level employees of New York Dollar Tree Stores (the “Recall Training”), and shall share a copy of any written materials that comprise the Recall Training with OAG.

62. Within 14 days of making any substantive revision(s) to the Recall Training written materials, Dollar Tree shall provide a copy of the revised Recall

Training written materials to OAG, except that this requirement shall not apply after January 31, 2029.

63. Within 120 days of the effective date of this Assurance, Dollar Tree shall provide copies of all written recall policies and procedures to OAG.

64. By January 31st of calendar years 2027, 2028, and 2029, Dollar Tree shall provide a certification report to OAG that identifies the total number of managerial-level employees of New York Dollar Tree Stores who completed the Recall Training in the preceding calendar years ended December 31, 2026, December 31, 2027, and December 31, 2028, respectively.

65. Within 60 days of the effective date of this Assurance, Dollar Tree shall certify to OAG that it has developed additional policies to: (i) immediately stop online transactions on websites administered by Dollar Tree on or after the date of a Class I or Class II recall of a food product sold online by Dollar Tree; (ii) prevent customers from retrieving Class I or Class II recalled food products from New York Dollar Tree Stores in fulfillment of online orders placed prior to the institution of a recall; and (iii) provide written notification about a Class I or Class II recall to Dollar Tree customers who purchased a recalled food product through a website administered by Dollar Tree beginning 30 days prior to the recall date, utilizing any customer contact information (e.g., address, telephone number, e-mail address) that the customer shared with Dollar Tree through an online purchase. Dollar Tree shall provide copies of all such written policies and procedures to OAG.

Monetary Relief

66. To resolve OAG's investigation of violations by Dollar Tree of AML §§ 199-a(1), 200(1) and GBL § 349(a), Dollar Tree shall pay \$559,250 in monetary relief to OAG.

67. The payment required by ¶ 66 shall be made by wire transfer to OAG within 20 days of the effective date of this Assurance. OAG will provide Dollar Tree with wiring instructions within five days of the effective date of this Assurance.

68. The monies to be paid by Dollar Tree to OAG under this Assurance shall be distributed, in the OAG's sole discretion, in accordance with Executive Law § 63(16)(b)(6) for the purposes of strengthening or expanding (1) lead poisoning prevention and response programs; and/or (2) consumers' access to healthy and affordable foods in localities in the State that are underserved in terms of such access.

MISCELLANEOUS

Subsequent Proceedings

69. Dollar Tree expressly agrees and acknowledges that OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for material violations of the Assurance, or if the Assurance is voided pursuant to ¶ 78, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. OAG may use statements, documents, or other materials produced or provided by Dollar Tree prior to or after the effective date of this Assurance;

c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and Dollar Tree irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue; and

d. evidence of a violation of this Assurance shall constitute *prima facie* proof of a violation of the applicable law pursuant to Executive Law § 63(15).

70. If a court of competent jurisdiction determines that Dollar Tree has materially violated the Assurance, Dollar Tree shall pay to OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

71. Notwithstanding any other provision of this Assurance, the State reserves the right to institute proceedings against Dollar Tree if, after the effective date of this Assurance, the State discovers material information that was previously unknown to the State which, together with any other relevant information, demonstrates that Dollar Tree committed violations of the AML or GBL §§ 349(a) and 350 in connection with the sale or offering for sale of any “Wanabana”-branded food products in New York beyond the violations alleged in this Assurance.

Effects of Assurance

72. Subject to ¶ 71 above, the relief set forth in ¶¶ 60 through 67 above shall be in full satisfaction of claims that OAG may bring against Dollar Tree under Executive Law § 63(12), the Agriculture & Markets Law, or General Business Law §§ 349(a) and 350 in connection with Dollar Tree’s sales, or offering or displaying for sale, of any “Wanabana”-branded food products in New York through the effective date of this Assurance as defined in ¶ 90 below.

73. This Assurance is not intended for use by any third party in any other proceeding. This Assurance is not intended, and should not be construed, as an admission of liability by Dollar Tree. Nothing contained herein shall be construed to create any rights for any third party or to deprive any person of any private right under the law.

74. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of Dollar Tree. Dollar Tree shall include in any such successor, assignment, or transfer agreement a provision that binds the successor, assignee, or transferee to the terms of the Assurance. Dollar Tree may not assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of OAG. Provided that Dollar Tree has complied with ¶¶ 60 through 67 of this Assurance, it shall terminate on February 1, 2029.

75. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

76. Any failure by OAG to insist upon the strict performance by Dollar Tree of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by Dollar Tree.

Communications

77. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 26-002, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail addressed as follows:

- If to Dollar Tree, to: Chief Legal Officer, Dollar Tree Stores, Inc., 500 Volvo Parkway, Chesapeake, VA 23320.
- If to OAG, to: Assistant Attorney General Max Shterngel at 28 Liberty Street, 19th Floor, New York, NY 10005 or max.shterngel@ag.ny.gov, or in his absence, to the person holding the title of Bureau Chief, Environmental Protection Bureau.

Representations and Warranties

78. OAG has agreed to the terms of this Assurance based on, among other things, the representations made to OAG by Dollar Tree and its agents and counsel, and OAG's own factual investigation set forth above. Dollar Tree represents and warrants that neither it nor its agents or counsel have made any material representations to OAG that are inaccurate or misleading. If any material representations by Dollar Tree or its agents or counsel are later found to be inaccurate or misleading, this Assurance is voidable by OAG in its sole discretion.

79. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Dollar Tree in agreeing to this Assurance.

80. Dollar Tree represents and warrants, through its authorized signature below, that the terms and conditions of this Assurance are duly approved.

81. Dollar Tree further represents and warrants that Michael K. Krouse, partner at the law firm of Arnold & Porter, as the signatory to this Assurance, is duly authorized to sign this Assurance on behalf of Dollar Tree.

General Principles

82. Unless a term limit for compliance is otherwise specified within this Assurance, Dollar Tree's obligations under this Assurance are enduring. Nothing in this Agreement shall relieve Dollar Tree of other obligations imposed by any applicable state, local, or federal law or regulation or other applicable law.

83. Nothing contained herein shall be construed to limit the remedies available to OAG in the event that Dollar Tree materially violates the Assurance or law of the State of New York after the effective date of the Assurance.

84. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

85. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

86. Dollar Tree acknowledges that it has entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

87. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

88. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

89. This Assurance may be executed in multiple counterparts by the Parties hereto. All counterparts so executed shall constitute one agreement binding upon both Parties, notwithstanding that both Parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

90. The effective date of this Assurance shall be the date as of which it has been executed by both Parties.

LETITIA JAMES
Attorney General of the State of New York

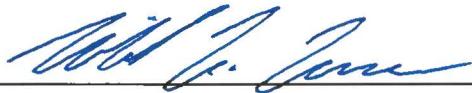
Dated: January 23, 2026

By: 
Max Shterngel
Assistant Attorney General
Elizabeth Morgan
Chief, General Litigation Section
Environmental Protection Bureau
28 Liberty Street, 19th Floor
New York, NY 10005

Laura C. Dismore
Assistant Attorney General
Consumer Fraud & Protection Bureau
28 Liberty Street
New York, NY 10005

DOLLAR TREE, INC. and
DOLLAR TREE STORES, INC.

By:



Michael K. Krouse
Partner, Arnold & Porter

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 22nd of day of January in the year 2026 before me personally came Michael K. Krouse, to me known, who, being by me duly sworn, did depose and say that he is counsel to Dollar Tree, Inc. and Dollar Tree Stores, Inc. in this matter, and that he is authorized by said corporations to sign this Assurance on their behalf.

Sworn to before me this
22nd day of January, 2026

Tyler Kim


NOTARY PUBLIC

TYLER KIM
Notary Public, State of New York
No. 01KI0024749
Qualified in New York County
Commission Expires May 15, 2028