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ANA C. VISCOMI, J.S.C.

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Co-counsel for Plaintiff & the settlement class members

JENNIFER BRAUN, on behalf of herself and
those similarly situated,

Plaintiff,

v.

DOLGENCORP, LLC d/b/a DOLLAR
GENERAL,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MIDDLESEX COUNTY
DOCKET NO.: MID-L-00950-25

CIVIL ACTION

**~~REVISED~~ ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT**

THIS MATTER having come before the Court on the Parties' Joint Motion for Preliminary Approval of Class Action Settlement, the Court having reviewed in detail and considered the Motion, Memorandum in Support, and the Settlement Agreement ("Settlement Agreement") entered into by, between, and among Plaintiff Jennifer Braun, and Joseph Wolf,

Carmen Wolf (the “Wolfs”), Sharlia Cotton, Ryan Button and Lori Hartline (“Settlement Class Representatives”), individually and on behalf of the Settlement Class as defined below, through Counsel, and Defendant Dolgencorp, LLC d/b/a Dollar General and other Dollar General entities including Dollar General Corporation and Dolgen New York, LLC d/b/a Dollar General (“Defendants” or “Dollar General”) and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments, , and for good cause appearing, the Court being fully advised finds the following:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.

2. A class action lawsuit was filed on February 12, 2025, in the Superior Court of New Jersey, Law Division, Middlesex County captioned *Jennifer Braun, on behalf of herself and all others similarly situated, v. Dolgencorp, LLC d/b/a Dollar General*, Case No. MID-L-000950-25 (the “Lawsuit”).

3. In the Class Action Complaint, Plaintiff alleged, *inter alia*, that Defendant violated various consumer protection laws including the Consumer Fraud Act, N.J.S.A. 56:8-1, *et seq.* (the “CFA”), the Truth-in-Consumer Contract, Warranty and Notice Act, N.J.S.A. 56:12-15 (“TCCWNA”), New Jersey’s General Advertising Regulations, the Federal Trade Commission Act, and the Magnuson-Moss Warranty Act, as well as common law fraud, unjust enrichment, and negligent misrepresentation..

4. Defendant denies all violations alleged in the Class Action Complaint.

5. As a result of arm’s-length negotiations between Class Counsel and Defendant’s counsel, including settlement conferences before an independent mediator, the Honorable Morton Denlow (Ret.), the Parties reached a Settlement that provides Monetary Relief and Injunctive Relief to the Settlement Class Members.

6. Plaintiff and Settlement Class Representatives and Class Counsel have determined that the terms of the settlement, as expressed in the Settlement Agreement, are adequate, fair, and reasonable and in the best interest of the proposed Settlement Class.

7. A copy of the executed Settlement Agreement is attached hereto as **Exhibit A**.

8. The Parties have provided the Court with sufficient information to enable the Court to determine that the Court will likely be able to: approve the Settlement proposal under *R. 4:32-2*, and certify the proposed Settlement Class.

9. The Settlement Agreement defines the Settlement Class as:

All consumers in the United States who paid more or less for merchandise than the advertised price labeled on the shelf at a Dollar General store from October 10, 2016, through the date the Settlement Class Representatives move for preliminary approval of the Settlement.

Excluded from the Settlement Class are (i) Defendants; (ii) Defendants' agents, parents, officers, predecessors, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliates of Defendants; (iii) Class Counsel and any other attorneys who represent Settlement Class Representatives or the Settlement Class in the Litigation, as well as their agents and employees; (iv) the judicial officers and court staff assigned to this case, as well as their immediate family members; and (v) Persons who timely submit a valid Request to Opt-Out from this Settlement as provided in Section 9 [of the Settlement Agreement].

10. The Court has considered the benefits that the Settlement will confer on the Settlement Class including the Common Fund, the In-Store Benefit, and the Injunctive Relief, which will last for a two-year period effective June 1, 2025.

11. Attorneys' Fees and Reimbursement of Expenses Award means such funds as may be awarded by the Court to compensate Class Counsel for their reasonable fees, costs, and expenses in connection with the Litigation and the Settlement, as described in Section 7 of the Settlement Agreement. As set forth in the Settlement Agreement, Class Counsel's fees and expenses were not discussed until after the Parties reached agreement on the Monetary Relief and Injunctive

Relief due the Settlement Class. The Court will consider Class Counsel's application for an Attorneys' Fees and Reimbursement of Expenses Award as part of the Final Approval process.

12. The Court finds that the Class Notice attached to the Settlement Agreement as Exhibits B, C & D constitutes the best notice practicable under the circumstances pursuant to *R.* 4:32-2(b).

13. The court finds that Class Notice may be sent by email for those Settlement Class Members for whom Defendants have a valid email address. Class Notice will be sent by first class mail by the Settlement Administrator to all Settlement Class Members for whom Defendants do not have a valid email address but do have a valid mailing address.

14. The proposed form of Class Notice clearly and concisely states in plain, easily understood language:

(A) the nature of the action;

(B) the definition of the class certified;

(C) the class claims, issues, or defenses;

(D) that a class member may enter an appearance through an attorney if the member so desires;

(E) that the court will exclude from the class any member who timely submits a valid Request to Opt-out;

(F) the time and manner for submitting a Request to Opt-out; and

(G) the binding effect of a class judgment on members of the Settlement Class under *R.* 4:32-2.

NOW, THEREFORE IT IS HEREBY ORDERED THAT:

15. The Court finds that, for the purpose of this Settlement, it is likely that the Court will be able to approve the proposed Settlement and certify the Settlement Class pursuant to *R.*

4:32-2 of the New Jersey Rules of Court. Specifically, the Court finds that it will likely determine that the Settlement Class satisfies the following prerequisites for class certification for the purposes of settlement:

- a. The above-defined Settlement Class is so numerous that joinder of all members is impracticable.
- b. There are questions of law and fact common to the Settlement Class.
- c. The claims of the Settlement Class Representatives are typical of the claims of the Settlement Class.
- d. The Settlement Class Representatives fairly and adequately represents the interests of the Settlement Class and that there are no conflicts of interest between the Settlement Class Representatives and members of the Settlement Class.
- e. Common issues of law and fact predominate over any questions affecting only individual members of the Settlement Class.
- f. Certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the claims of Plaintiff, Settlement Class Representatives and the Settlement Class.
- g. Plaintiff, Settlement Class Representatives and Class Counsel are adequate to represent the Settlement Class.

16. The Court finds it likely that it will determine that the settlement process was fair and a result of arms-length negotiations.

17. The Court finds it likely that the relief provided to the Settlement Class will be determined to be adequate.

18. The Court finds it likely that the Settlement treats the Settlement Class members

equitably.

19. The Court finds it likely that the Settlement is fundamentally fair, reasonable, adequate, and in the best interests of Settlement Class members, especially in light of the benefits they will realize, the risk and delay inherent in litigation, and the amount of any potential recovery that could be shared by the Settlement Class members.

20. The Parties shall implement the plan for email and/or direct mail of Class Notice to the proposed Settlement Class in the manner described in the Settlement Agreement.

21. Angeion Group is hereby appointed as the Settlement Administrator (subject to the Parties reaching agreement with Angeion on mutually agreeable terms and conditions) and shall be responsible for administering the Settlement according to the terms set forth in the Settlement Agreement and as Ordered herein.

22. Pursuant to the Settlement Agreement, Defendants will provide the Settlement Administrator with the Settlement Class List (without phone numbers) as defined in the Settlement Agreement within 10 business days, upon entry of this order.

23. The costs of providing notice and administering the settlement shall be paid from the Common Fund as more fully set forth in the Settlement Agreement.

24. Any Class member who desires to receive a payment from the Common Fund must submit a Claim.

25. Within twenty-one (21) days after receipt of the Settlement Class List, Defendants at the direction of the Settlement Administrator will provide Class Notice of the settlement terms via email to Settlement Class Members for whom the Settlement Administrator has a valid email address. The Settlement Administrator will provide direct Postcard Notice to all Settlement Class Members by United States First Class mail to all Settlement Class Members for whom the

Settlement Administrator does not have a valid email address and is provided a valid mailing address. The Class Notice will be substantially in the forms of Exhibits B, C, and D.

26. Pursuant to *R. 4:32-2(g)*, the Court appoints Plaintiff's attorneys, Marc Dann, Esq. and Javier Merino, Esq. of The Dann Law Firm, PC, Adam Edwards of Milberg Coleman Bryson Phillips Grossman, PLLC, and Scott C. Harris of Bryson Harris Suci Demay, PLLC as Class Counsel.

Exclusions from the Settlement Class

27. Any member of the proposed Settlement Class may elect to be excluded from the Settlement and from the proposed Settlement Class by timely submitting a valid Request to Opt-Out in accordance with the process described in the Settlement Agreement.

28. Any Settlement Class Member who submits a valid and timely Request to Opt-Out in the manner described in the Settlement Agreement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement.

29. Any Settlement Class Member who does not submit a valid and timely Request to Opt-Out in the manner described in the Settlement Agreement shall be deemed to be a Settlement Class Member upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to Settlement Class Members. As soon as practicable after the Opt-Out Deadline, the Settlement Administrator shall provide the Court, Defendant, and Class Counsel with a list of the Persons who timely and validly requested to opt-out from the Settlement.

Objections to the Settlement

30. Any member of the proposed Settlement Class who has standing to object may appear at the Final Fairness Hearing in person or by counsel, pursuant to the process described in

the Settlement Agreement. The deadline for objections shall be 60 days from the Notice Date. Any member of the proposed Settlement Class who does not make his or her objection in the manner provided in the Class Notice shall be deemed to have waived such objection and shall be foreclosed from objecting to the proposed Settlement, the Final Approval Order and Judgment, and any Attorneys' Fees and Reimbursement of Expenses Award to Class Counsel, unless otherwise ordered by the Court.

31. Any member of the proposed Settlement Class may object to the Settlement. Any such objection must state whether it applies only to the objector, to a specific subset of the class, or to the entire class, also state with specificity the grounds for the objection, and otherwise comply with the process described in the Settlement Agreement.

Final Approval Hearing

32. On March 19, 2026, at 9:30 a.m./~~p.m.~~, the Court shall hold a Fairness Hearing at the Superior Court of New Jersey, Law Division, Middlesex County which is located at 56 Paterson Street, New Brunswick, NJ 08901 to determine whether it will find the Settlement to be fair, reasonable, and adequate after considering whether:

- (A) the Class Representatives and Class Counsel have adequately represented the class;
- (B) the Settlement was negotiated at arm's length;
- (C) the relief provided for the Settlement Class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney's fees, including timing of payment;

(iv) any agreement required to be identified under *R. 4:32-2*; and

(D) the proposal treats class members equitably relative to each other.

33. Any member of the proposed Settlement Class may appear at the aforementioned Fairness Hearing, in person or through counsel (at the member's own expense) and be heard in support of or in opposition to the fairness, reasonableness and adequacy of the proposed Settlement, Attorneys' Fees and Reimbursement of Expenses Award, and the Service Awards to the Settlement Class Representatives. However, no person shall be heard in opposition to the proposed Settlement or the Attorneys' Fees and Reimbursement of Expenses Award, and no paper or brief submitted by such person shall be received or considered by the Court, unless such person has timely filed a written objection with the Court and has sent a copy of that written objection to counsel for the Parties in the manner set forth in the Settlement Agreement unless otherwise ordered by the Court.

34. Class Counsel shall file its Motion for Final Approval and their petition for an Attorneys' Fees and Reimbursement of Expenses Award at least 14 days prior to the Final Approval hearing set forth in ¶ 32 above.

35. In the event that the Settlement Agreement is not approved by the Court, or if approval of the Settlement Agreement, including the entry of this Order or the Final Approval Order and Judgment, is reversed or modified on appeal (except that a reversal or modification resulting in a reduction of the Attorneys' Fees and Reimbursement of Expenses Award, or the Service Award to the Plaintiff shall not be a basis for withdrawal), or any one of the conditions precedent set forth in the Settlement Agreement is not met (including Sections 11.3 and 11.4), then this Order and the Final Approval Order and Judgment, including, but not limited to, the conditional class certification entered to effectuate the Settlement Agreement, and all findings of

fact and conclusions of law therein, shall be automatically dissolved *ab initio* and become null and void and of no force and effect, without further Order of the Court, and in such event all of Defendant's *status quo ante* rights to, among other things, oppose any subsequent efforts by the Plaintiff to certify this action as a class action, and all other defenses, rights, and positions shall in all respects be unaffected and preserved, as shall those rights of Plaintiff and each member for the proposed Settlement Class. Moreover, all funds remaining in the Common Fund after payment of notice and claims administration costs paid or incurred in accordance with the terms and conditions of the Settlement Agreement will be returned to Defendant subject to Section 4.5 of the Settlement Agreement, and Plaintiff's counsel will voluntarily dismiss this action within ten days of any order denying preliminary or final approval (including a reversal or modification on appeal of an order granting preliminary or final approval) or termination of the Settlement Agreement pursuant to Section 11.6 of the Settlement Agreement unless the Parties jointly agree to an extension of this deadline.

36. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Class.

Upcoming Deadlines

37. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Defendant to provide Settlement Class List to Settlement Administrator	December 23, 2025
Notice Date	January 13, 2026
Opt-Out and Objection Deadlines	March 2, 2026
Claims Submission Deadline	April 13, 2026
Deadline to File Motion for Final Approval and Memorandum in Support	March 6, 2026
Deadline to File Motion for Attorneys' Fees and Reimbursement of Expenses Award and	March 6, 2026

Service Awards for Settlement Class Representatives	
Final Approval Hearing	March 19, 2026
Effective Date	The first day after expiration of appeal rights from Final Order and Judgment
Payment Dates	
Common Fund (initial)	Partial to Cover Notice & Administration Costs – January 5, 2026
Common Fund (remainder)	Remainder of the Common Fund totaling 8.5 million within 30 days after the Effective Date
Attorneys' Fees and Reimbursement of Expenses Award	Disbursement of Attorneys' Fees and Reimbursement of Expenses Award within 10 days after the Effective Date
Service Awards	Disbursement of Service Awards within 10 days after Effective Date

IT IS FURTHER ORDERED that a copy of this Order shall be served upon all counsel of record.

Dated: 12/15/25

/s/ Ana C. Viscomi
HON. ANA C. VISCOMI, J.S.C.