
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

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release, including all attached exhibits (“Settlement Agreement”), is made and entered into by, between, and among Plaintiffs Jennifer Braun, Joseph Wolf, Carmen Wolf (Joseph Wolf and Carmen Wolf referred to herein as the “Wolfs”), Sharlia Cotton, Ryan Button and Lori Hartline (together, the “Settlement Class Representatives”), individually and on behalf of the Settlement Class as defined below, through counsel, and Defendants Dolgencorp, LLC d/b/a Dollar General, Dollar General Corporation, and Dolgen New York, LLC d/b/a Dollar General (“Defendants” or “Dollar General”).

1. RECITALS

1.1. WHEREAS, between October 2022 up through February 2025, Settlement Class Representatives filed class action complaints against Defendants alleging discrepancies between the prices of merchandise displayed on unit price labels on Defendants’ retail shelves and what customers were charged and paid at checkout (collectively, the “Litigation”). Through the Litigation, the Settlement Class Representatives alleged that it is Defendants’ policy and practice to charge a higher price at the register for merchandise than the price displayed on the unit price labels for the same merchandise on the shelves in Defendants’ stores throughout the country. Settlement Class Representatives alleged that as a result of Defendants’ unlawful deceptive acts and practices, they and the other Settlement Class Members suffered injuries based on the difference of the price advertised on the shelf versus the price charged and paid at checkout.

1.2. WHEREAS, Counsel for the Settlement Class Representatives conducted an

extensive investigation of the facts and circumstances related to the aforementioned Litigation, including, but not limited to, hiring and consulting with experts, interviewing potential witnesses, and reviewing documents.

1.3. WHEREAS, the Parties engaged in extensive discovery, and participated in numerous conferences across the Litigation, and in in their respective courts.

1.4. WHEREAS, the Parties engaged the Honorable Morton Denlow (Ret.), whom both parties engaged without leave of court, to assist in a mediated settlement conference and continuing settlement discussions. As a result of the efforts of the Parties and Hon. Morton Denlow (Ret.), the Parties reached a Settlement, the details of which are set forth in this Settlement Agreement. The Parties intend that this Settlement completely resolve any and all claims that were, or could have been, asserted in the Litigation.

1.5. WHEREAS, Defendants vigorously dispute the claims alleged in the Litigation and are entering into this Settlement to avoid further burdensome and costly litigation. The Settlement is not an admission of wrongdoing, fault, liability, or damage of any kind. Among other things, Defendants dispute that the Settlement Class Representatives' claims have merit, that the Settlement Class Representatives would be able to certify any class in the Litigation, and that Settlement Class Representatives and the Settlement Class Members would be entitled to any relief. Without admitting any of the allegations made in the Litigation or any liability whatsoever, Defendants are willing to enter this Settlement solely in order to eliminate the burdens, distractions, expense, and uncertainty of protracted litigation and in order to obtain the releases and final judgment contemplated by this Settlement.

1.6. WHEREAS, Class Counsel and Settlement Class Representatives believe that the claims asserted in the Litigation have merit and have examined and evaluated the benefits to be obtained under this Settlement, the time and expense that will be necessary to prosecute the Litigation to final judgment, the risks associated with the continued prosecution of this potentially time-consuming litigation, and the likelihood of ultimate success on the merits, and have concluded that the Settlement is fair, adequate, reasonable and in the best interests of the Settlement Class pursuant to *R. 4:32-2(e)(C)*.

1.7. WHEREAS, the Parties desire to settle the Litigation in its entirety with respect to all potential claims arising out of the same or similar facts alleged in the complaints filed in the Litigation. The Parties intend this Settlement Agreement to bind Defendants, the Settlement Class Representatives, and all other Settlement Class Members.

1.8. NOW THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by the Settlement Class Representatives, for themselves and on behalf of the Settlement Class, and by Defendants that, subject to the approval of the Court, the Litigation shall be settled, compromised, and dismissed, on the merits and with prejudice, and the Released Claims shall be finally and fully compromised, settled, and dismissed as to the Released Parties, in the manner and upon the terms and conditions set forth in this Settlement Agreement.

2. DEFINITIONS

2.1. In addition to the terms defined elsewhere in the Settlement Agreement, the following terms used in this Settlement Agreement shall have the meanings specified below.

2.2. “Action” means the class action lawsuit entitled *Jennifer Braun v. Dolgencorp, LLC d/b/a Dollar General*, Superior Court of New Jersey, Law Division, Middlesex County, Docket No.: MID-L-00950-25.

2.3. “Additional Value” means the relief provided to the Class Members that may exceed the Total Settlement Value. This Additional Value (which may consist of the value of the In-Store Benefit, and/or value from the injunctive relief beyond that which is calculated for purposes of this Agreement) will not be utilized to calculate the amount of Attorney’s Fees.

2.4. “Approved Valid Claims” means a Claim Form submitted by a Settlement Class Member and deemed valid and approved by the Settlement Administrator, that is: (a) submitted in accordance with the directions accompanying the Claim Form and Sections 2.6, 2.7, 2.8, 4.7, and 4.8 of this Settlement Agreement; (b) completed and executed accurately, fully and truthfully, with all of the information and proof requested in the Claim Form, by a Settlement Class Member;

(c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and received by the Claims Submission Deadline, or, if submitted online, is submitted by 11:59 p.m. Eastern Time on the Claims Submission Deadline; and (e) determined to be valid by the Settlement Administrator.

2.5. “Attorneys’ Fees and Reimbursement of Expenses Award” means such funds as may be awarded by the Court to compensate Class Counsel for their attorneys’ fees and reimbursement of costs and expenses in connection with the Litigation and the Settlement, as described in Section 7.

2.6. “Claim(s)” means submission of proof, in accordance with the terms of this Settlement, of either (1) a contemporaneously-submitted complaint during the Class Period to a governmental entity or to Dollar General referencing a price overcharge on a specific product that has not previously been resolved by Dollar General, or (2) a price overcharge during the Class Period that has been specifically documented by a customer and submitted to the Settlement Administrator.

2.7. “Claim Form” means the proposed Claims Forms in substantially the form attached hereto as Exhibit A to be used by Settlement Class Members to make a Claim under the Settlement, which forms are to be jointly approved by the Parties and the Court and to be posted online in accordance with Section 8.2 of this Settlement Agreement.

2.8. “Claims Period” means the ninety-day period of time between the Notice Date and the Claims Submission Deadline referenced in Section 2.9 below. The exact dates of the Claims Period will be determined by the Settlement Administrator in accordance with the Preliminary Approval Order and the Notice Plan.

2.9. “Claims Submission Deadline” means the date by which Claim(s) must be received or electronically submitted by 11:59 p.m. Eastern Time to be considered timely. The Claims Submission Deadline shall be ninety (90) days after the Notice Date. If the Claims Submission Deadline is on a weekend or holiday, the Claims Submission Deadline shall extend to the next business day following the weekend or holiday.

2.10. “Class Counsel” means The Dann Law Firm, PC, and Milberg Coleman Bryson Phillips Grossman, PLLC. By their signatures hereto, Class Counsel represent and warrant that they have all authority and capacity necessary to execute this Settlement Agreement and bind the Settlement Class Representatives who have not personally signed this Settlement Agreement, as if they had personally executed this Settlement Agreement.

2.11. “Class Notice” or “Notice” means the digital notice, publication notice, and long form notices of proposed settlement of class action, substantially in the forms attached as Exhibits B, C, & D, the form and content of which has been jointly approved by the Parties and will be submitted to the Court for the Court’s approval.

2.12. “Class Period” means Oct. 10, 2016, through the date the Settlement Class Representatives move for preliminary approval of the Settlement.

2.13. “Common Fund” is the cash component of the Total Settlement Value comprising \$8.5 million to be deposited and disbursed for Approved Valid Claims.

2.14. “Court” means Superior Court of New Jersey, Law Division, Middlesex County New Jersey.

2.15. “Defendants” means Dolgencorp, LLC d/b/a Dollar General, Dollar General Corporation, Dolgen New York LLC d/b/a Dollar General and each of their parent companies, related companies, direct and indirect subsidiaries, corporations, trusts, affiliates, business entities, divisions, franchisees, distributors, wholesalers, retailers, units, advertising and production agencies, licensors, and agents, and all of their past and present employees including all officers, directors, managers, contractors, members, partners, attorneys, accountants, employees, shareholders, consultants, insurers, agents, representatives, and each of their heirs, executors, administrators, beneficiaries, successors, predecessors, trustees, employee benefit plans, assigns, shareholders, investors, and each of them and any of the foregoing. For the avoidance of doubt, Defendants shall include all Persons or entities in the stream of commerce and all other individuals and entities acting on Defendants’ behalf.

2.16. “Defense Counsel” means all of Defendants’ attorneys of record in the Litigation.

2.17. “Effective Date” means the first day after the Final Approval Order and Judgment becomes Final.

2.18. “Final” means, with respect to any judicial ruling or order, that: (1) if no appeal, motion for reconsideration, reargument and/or rehearing, or petition for writ of certiorari has been filed, the time has expired to file such an appeal, motion, and/or petition; or (2) if an appeal, motion for reconsideration, reargument and/or rehearing, or petition for a writ of certiorari has been filed, the judicial ruling or order has been affirmed with no further right of review, or such appeal, motion, and/or petition has been denied or dismissed with no further right of review. Any proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to any Service Award(s) or application for an Attorneys’ Fees and Reimbursement of Expenses will not in any way delay or preclude the Final Approval Order and Judgment from becoming Final.

2.19. “Final Approval Hearing” means the hearing that is to take place after the entry of the Preliminary Approval Order for purposes of: (a) determining whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate; (b) entering a Final Approval Order and Judgment dismissing the Action with prejudice; (c) ruling upon an application for Service Awards by the Settlement Class Representatives; (d) ruling upon an application by Class Counsel for Attorneys’ Fees and Reimbursement of Expenses; and (e) entering any final order providing for Attorneys’ Fees and Reimbursement of Expenses and Service Awards. The Parties shall request that the Court schedule the Final Approval Hearing for a date not less than 100 days after entry of the Preliminary Approval Order.

2.20. “Final Approval Motion Deadline” means the date by which the Settlement Class Representatives move for final approval of the Settlement. The Final Approval Motion Deadline shall be fourteen (14) days before the Final Approval Hearing, such date being subject to approval or modification by the Court.

2.21. “Final Approval Order and Judgment” means the order and judgment finally

approving the terms of this Settlement Agreement and dismissing the Action with prejudice, substantially in the form of Exhibit F.

2.22. “Household” means a single dwelling unit, no matter the number of natural persons residing therein, and all persons residing at the same physical address.

2.23. “Injunctive Relief” means a two-year period beginning and effective June 1, 2025, wherein Defendants will provide dedicated Labor for stores to help prevent price discrepancies, engage a third party to conduct pricing audits, and employ a full-time employee, or equivalent, whose responsibilities will include tracking weights and measures inspection reports as to pricing matters and discrepancies. This employee, who may have other responsibilities, will once every two months: (1) create reporting on any failed weights and measures inspection reports received by the Store Support Center, and (2) distribute such reporting to Dollar General’s Divisional Vice Presidents to ensure visibility as to price discrepancies.

2.24. “Injunctive Relief Effective Date” means June 1, 2025.

2.25. The “In-Store Benefit” refers to the \$3 discount on the first \$10 of any purchase of at least \$10 (pretax), for a maximum discount of \$3 per customer, available for redemption during a consecutive 2-day window (excluding Saturday) at any Dollar General store nationally (the specific dates are to be determined). Limit one In-Store Benefit per Person. The In-Store Benefit will only work once, although a customer may redeem the In-Store Benefit on either of the days selected by the Parties. Subject to the terms and conditions applicable to other coupon offers as well as Dollar General’s existing coupon policy, this In-Store Benefit cannot be combined with any other DG store coupons but can be combined with national manufacturer coupons. The In-Store Benefit excludes: phone, gift and prepaid financial cards, prepaid wireless handsets, Rug Doctor rental, propane, tobacco, alcohol, and milk.

2.26. “In-Store Benefit Days” means the two consecutive days, neither of which will be a Saturday, which shall be during the first week of the applicable month, during which the In-Store Benefit will be provided.

2.27. “Labor” means dedicated employee hours assigned to activities intended to

reduce/prevent price discrepancies including dedicated employee hours on Tuesday mornings to implement price changes on store shelves and dedicated employee hours assigned to pricing audits conducted by district managers on store walks.

2.28. “Leftover Funds” means any funds remaining from the Common Fund after the payment of Approved Valid Claims, notice, administration, service awards, and attorneys’ fees. These Leftover Funds will be used by Defendants to contribute to the In-Store Benefit.

2.29. “Litigation” means the Action, and the following additional federal actions that have been filed including *Wolf et al. v. Dollar General Corporation et al.* Case No.: 7:23-cv-00558-PMH (S.D.N.Y.); *Button v. Dollar General Corporation et al.* Case No.: 3:22-cv-07028-MAS-RLS (D.N.J.); *Cotton v. Dollar General Corporation* Case No.: 3:23-cv-01215 (M.D.Tenn.); and *Hartline et al. v. Dollar General Corporation et al.*, Case No.: 6:24-cv-27-GLJ (E.D.Okla.).

2.30. “Monetary Relief” means the Common Fund. For the sake of clarity, the \$8.5 million in the Common Fund represents the limit and extent of Defendants’ monetary obligations under this Settlement (not including the In-Store Benefit).

2.31. “Notice Plan” means the plan for providing notice to the Settlement Class as set forth in Section 8 of this Settlement Agreement as developed by the Settlement Administrator to notify the Settlement Class of the Settlement Agreement and to command the Settlement Class Members’ attention about their rights under the Settlement.

2.32. “Notice Date” means the first date upon which the Class Notice is disseminated, which will be no later than thirty-one (31) days after entry of the Preliminary Approval Order.

2.33. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement in accordance with Section 10 of this Settlement Agreement in order to qualify to be able to object to the Settlement. The Objection Deadline shall be sixty (60) days after the Notice Date, such date being subject to approval or modification by the Court.

2.34. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order

and Class Notice by which a Request to Opt-Out must be submitted in writing to the Settlement Administrator in accordance with Section 9 of this Settlement Agreement in order for a Person who falls within the definition of the Settlement Class to be excluded from the Settlement Class. The Opt-Out Deadline shall be sixty (60) days after the Notice Date, such date being subject to approval or modification by the Court.

2.35. “Parties” means the Settlement Class Representatives and Defendants.

2.36. “Person” or “Persons” means any natural person, corporation, partnership, business organization or association, or other types of legal entities and includes individuals and entities.

2.37. “Preliminary Approval Order” means the order preliminarily approving the Settlement, providing for notice to the Settlement Class, and other related matters, substantially in the form of Exhibit E.

2.38. “Release(s)” means the releases and waivers set forth in this Settlement Agreement and in the Final Approval Order and Judgment.

2.39. “Released Claims” are defined in Sections 6.1, 6.2, 6.4, and 6.5.

2.40. “Released Parties” means Defendants Dolgencorp, LLC d/b/a Dollar General, Dollar General Corporation, and Dolgen New York, LLC d/b/a Dollar General, and each of their parent companies, related companies, direct and indirect subsidiaries, corporations, trusts, affiliates, business entities, divisions, franchisees, distributors, wholesalers, retailers, units, advertising and production agencies, licensors, and agents, and all of their past and present employees including all officers, directors, managers, contractors, members, partners, attorneys, accountants, employees, shareholders, consultants, insurers, agents, representatives, and each of their heirs, executors, administrators, beneficiaries, successors, predecessors, trustees, employee benefit plans, assigns, shareholders, investors, and each of them of any foregoing. For the avoidance of doubt, Released Parties shall include all Persons or entities in the stream of commerce and all other individuals and entities acting on Defendants’ behalf.

2.41. “Releasing Parties” means Settlement Class Representatives, all Settlement Class Members, Class Counsel, and any Person claiming by or through him/her/it/they as his/her/its/their spouse, parent, child, heir, estate, trustee, principal, beneficiary, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns, representative of any kind, shareholder, partner, director, employee, affiliate, and/or anyone claiming through him/her/it/them or acting or purporting to act for him/her/it/them or on his/her/its/their behalf.

2.42. “Request to Opt-Out” means a written request from a Person that seeks to exclude the Person submitting the written request from the Settlement Class and complies with all requirements in Section 9 of this Settlement Agreement.

2.43. “Service Award(s)” means an award for the Settlement Class Representatives, recognizing their contributions in the Litigation, that may be awarded by the Court, as set forth in Section 7.5.

2.44. “Settlement” means the settlement embodied in this Settlement Agreement, including all attached Exhibits (which are an integral part of this Settlement Agreement and are incorporated in their entirety by reference).

2.45. “Settlement Administrator” means the qualified third-party agreed upon by the Parties and approved by the Court in the Preliminary Approval Order to provide settlement notice and administration services pursuant to the terms of the Settlement Agreement. The Parties will finalize their recommendation as to the firm that the Court will appoint as Settlement Administrator after the Settlement Agreement is signed.

2.46. “Settlement Class” includes 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.

2.47. “Settlement Class Member(s)” means any and all Persons who fall within the definition of the Settlement Class and who have not timely submitted a valid Request to Opt-Out of the Settlement Class pursuant to the procedures set forth in Section 9.

2.48. “Settlement Class Representatives” means Jennifer Braun, Joseph Wolf, Carmen Wolf, Sharlia Cotton, Ryan Button and Lori Hartline.

2.49. “Settlement Website” means an ADA compliant internet website that the Settlement Administrator shall establish to provide Settlement Class Members with (1) generalized information about the Settlement, its scope, and its remedies, such website to include a clickable table of contents; answers to frequently asked questions; a contact information page that includes the address for the Settlement Administrator and addresses and telephone numbers for Class Counsel; (2) deadlines for opting out of or objecting to the Settlement, and the dates of relevant Court proceedings, including the Final Approval Hearing; (3) a downloadable and online version of the form by which Settlement Class Members may exclude themselves from the Settlement Class; (4) information on making a Claim; and (5) relevant legal documents like this Settlement Agreement, the Class Action Complaint, the signed Preliminary Approval Order, notices, and (when it becomes available) Plaintiffs’ application for an Attorneys’ Fees and Reimbursement of Expenses and/or an application for Service Awards. The website is to remain active until ninety (90) days after the dates of the In-Store Benefit. The URL of the Settlement Website shall be provided in the Notice Plan.

2.50. “Total Settlement Value” means the sum of the Common Fund of \$8.5 million and the Injunctive Relief of at least \$6.5 million, together totaling \$15 million.

3. SETTLEMENT CLASS CERTIFICATION

3.1. For purposes of settlement only, the Parties agree to seek provisional certification of the Settlement Class, pursuant to N.J. Court Rules, *R. 4:32-2(e)*.

3.2. The Parties further agree that the Court should make preliminary findings and enter the Preliminary Approval Order granting provisional certification of the Settlement Class subject to the final findings and approval in the Final Approval Order and Judgment, appointing the Settlement Class Representatives as representatives of the Settlement Class and Class Counsel as counsel for the Settlement Class.

3.3. Defendants' agreement to provisional certification, this Settlement Agreement, or the entry of the Preliminary Approval Order does not constitute an admission of wrongdoing, fault, liability, or damage of any kind, including with respect to the Settlement Class Representatives or any of the provisional Settlement Class Members.

3.4. Defendants do not consent to certification of the Settlement Class (or to the propriety of class treatment) for any purpose other than to effectuate the settlement of the Litigation. Defendants' agreement to this Settlement does not constitute an admission that certification is appropriate outside of the context of this Settlement. Defendants expressly reserve the right to oppose class certification in all other contexts and for all other purposes on any and all grounds, if this Settlement is not finally approved by the Court or is reversed on appeal. Class Counsel shall not refer to or invoke Defendants' decision to accept the certification of a class for purposes of settlement if the Settlement is terminated or if the Effective Date does not occur and the Litigation is later re-commenced, and certification is contested by Defendants. The Settlement Class Representatives agree that Defendants' agreement to provisional certification for settlement purposes does not waive any objection to the certification of any proposed class action for any other pre-trial or trial purposes. The fact that Defendants conditionally consented herein to certification of the Settlement Class shall not be used against Dollar General by any Party or non-party for any purposes in this Litigation or any other action, lawsuit, or proceeding of any kind whatsoever.

4. SETTLEMENT CONSIDERATION

4.1. In consideration for the dismissal of the Litigation with prejudice and the Release provided in this Settlement Agreement, Defendants agree they will offer Monetary Relief and Injunctive Relief to the Settlement Class pursuant to the terms of this Settlement Agreement.

4.2. The Parties have agreed to a Total Settlement Value of \$15 million. Defendants agree to establish the Common Fund in the amount of \$8.5 million which shall be used to pay Approved Valid Claims, the costs of providing notice to Settlement Class Members and settlement administration, Service Awards to the Settlement Class Representatives, and any Attorneys' Fees and Reimbursement of Expenses Award. The Leftover Funds from the Common Fund will be returned to Defendants after the Claims Period and used by Defendants to contribute to the In-Store Benefit.

4.3. The Injunctive Relief will provide value of no less than \$6.5 million, but to the extent the Injunctive Relief exceeds \$6.5 million, the Common Fund shall not be reduced. In addition, it is anticipated that the relief provided to the Class Members may exceed the Total Settlement Value of \$15 million (any value exceeding the Total Settlement Value, the "Additional Value"). This Additional Value may consist of the value of the In-Store Benefit, and/or additional value from the Injunctive Relief described above. No representation can be made by the Parties to the Court or any other third party (including the media) that Additional Value should be combined with the Total Settlement Value for a total sum exceeding the Total Settlement Value. However, counsel for the Parties may state in filings with the Court (and respond to inquiries from the Court) that there may be Additional Value to Class Members, explain what this may consist of, and provide some estimates of what this Additional Value could be worth to Settlement Class Members – provided that the language used to do so has been mutually agreed to by counsel for the Parties. In every instance where Total Settlement Value is referenced, that valuation will be limited to \$15 million.

Establishment of the Common Fund

4.4. Within thirty (30) days after the Effective Date, Defendants shall pay or deposit

the Common Fund into an interest bearing account established and administered by the Settlement Administrator at a financial institution agreed upon by the Parties (the “Escrow Account”), or the date on which Defense Counsel receives the information necessary to transfer the Common Fund into the Escrow Account, whichever is later. However, Defendants shall pay into the Escrow Account a portion of the Common Fund sufficient to cover the estimated costs of the Settlement Administrator within thirty (30) days after entry of the Preliminary Approval Order.

4.5. In the event this Settlement is lawfully voided, terminated, or cancelled due to lack of approval from the Court or any other reason: (i) the Settlement Class Representatives and Class Counsel shall have no obligation to repay any of the notice and claims administration costs that have been paid or incurred in accordance with the terms and conditions of this Settlement Agreement; (ii) any amounts remaining in the Common Fund after payment of notice and claims administration costs paid or incurred in accordance with the terms and conditions of this Settlement Agreement, including all interest earned on the Settlement Fund net of any taxes, shall be returned to Defendants or the entity that paid into the Common Fund; and (iii) no other Person or entity shall have any further claim whatsoever to any amount in the Common Fund.

4.6. The Escrow Account shall remain subject to the jurisdiction of the Court until such time as the entirety of the Common Fund is distributed pursuant to this Settlement Agreement or returned to Defendants in the event this Settlement Agreement is terminated, voided, or cancelled.

Benefits to Class Members

4.7. The Settlement Administrator will process the Claims and pay Approved Valid Claims from the Common Fund in accordance with the following parameters:

4.7.1 The Approved Valid Claim provides proof of a contemporaneously-submitted complaint during the Class Period to a governmental entity or to Defendants referencing a price overcharge on a specific product where Defendants have not issued the Person a refund for the overcharge; or

4.7.2 The Approved Valid Claim has evidence of a price overcharge during the

Class Period that has been specifically documented by a customer via objective, contemporaneous evidence (such as with photos).

4.8. For the avoidance of doubt, “contemporaneously-submitted complaint” means a complaint submitted to a governmental entity or to Defendants within thirty (30) days of the alleged price overcharge that references a specific item and a specific amount of a price discrepancy. For the avoidance of doubt, “governmental entity” means a local, state, or federal government agency. For the avoidance of doubt, “contemporaneous evidence” means evidence that was collected/created by the customer at the time of the price overcharge. Allegations of a price overcharge where the Person did not actually purchase the product at issue are not eligible for compensation.

4.9. The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent Claims and to pay only Approved Valid Claims. The Settlement Administrator has the authority to communicate with a Person regarding their Claim and to request further information if deemed necessary.

4.10. Settlement Class Members who meet the aforementioned criteria are eligible for a payment of \$10 or the amount of the actual overcharge (whichever is higher) for each Approved Valid Claim, up to a maximum Household recovery of \$20, or the total of the amount of the actual overcharges (whichever is higher).

4.11. Both Class Counsel and Defendants will be entitled to review the information and documentation submitted as Claims for accuracy and can raise any issues that are found with the Settlement Administrator. The Settlement Administrator will provide Class Counsel and Defendants with a list and all supporting documentation and information for each Approved Valid Claim prior to payment. Class Counsel and Defendants will have fourteen (14) days to review this list and supporting documentation and information and then to provide any additional information to the Settlement Administrator prior to payment or to otherwise contest the Claim. If Defendants timely present evidence that they already paid the claimant or that the claimant’s alleged discrepancy is incorrect, Class Counsel shall have seven (7) days to dispute Defendants’

evidence. If Class Counsel timely raises a dispute, the Parties shall further meet and confer in good faith to resolve the dispute. If the Parties are still unable to resolve the dispute(s), they will submit the dispute(s) to Honorable Morton Denlow (Ret.), pursuant to an agreement of both parties without leave of court. If Class Counsel either do not timely dispute Defendants' evidence or agree with Defendants, the Parties agree that the Settlement Administrator shall not approve and pay the Claim.

4.12. All monies remaining in the Common Fund after payment of Claims, costs of notice & administration, and, subject to Court approval, any Service Award(s) and Attorneys' Fees and Reimbursement of Expenses Award (the "Leftover Funds"), will be returned to Dollar General and used for the In-Store Benefit.

4.13. Dollar General anticipates that the savings to consumers through the In-Store Benefit will be valued at more than the value of the Leftover Funds.

4.14. Customers can register for the In-Store Benefit by signing up for a myDG account and providing name, phone number and email address. The exact process by which a customer can obtain benefits without signing up for a myDG account will be determined through consultation with the selected Settlement Administrator and with the consent of the Parties. However, this process will entail a customer filling out an online form requesting the In-Store Benefit and providing an email address, where instructions on accessing the In-Store Benefit will be sent. Alternatively, a customer can mail in a form to the Settlement Administrator requesting the In-Store Benefit and providing an email address, where instructions on accessing the In-Store Benefit will be sent.

4.15. The selection of the 2-day period for the In-Store Benefit will occur as follows:

4.15.1 The 2-day period will take place over consecutive days, neither of which will be a Saturday, during the first week of any given month (the "In-Store Benefit Days").

4.15.2 Within thirty (30) days of entry of the Preliminary Approval Order, Defendants will propose to Class Counsel the In-Store Benefit Days. Class Counsel cannot unreasonably reject Defendants' proposal for the In-Store

Benefit Days. If the Final Approval Order and Judgment has not been entered by at least fourteen (14) days prior to the agreed-upon In-Store Benefit Days, then Defendants will propose new In-Store Benefit Days for later dates pursuant to the process in this section.

4.15.3 If Class Counsel rejects Defendants' proposal for the In-Store Benefit Days, Defendants shall propose new In-Store Benefit Days within seven (7) days of the rejection. Class Counsel cannot unreasonably reject Defendants' alternative proposal for the In-Store Benefit Days.

4.15.4 If the Parties are still unable to agree on the In-Store Benefit Days, they shall meet and confer in good faith to establish the In-Store Benefit Days. If the Parties are still unable to agree on the In-Store Benefit Days, they will submit the disputes to Honorable Morton Denlow (Ret.).

4.16. For each Approved Valid Claim, the Settlement Administrator will issue a payment. In the event two Settlement Class Members reside in the same Household and make separate Approved Valid Claims, each shall be entitled to payment of \$10 or the amount of the actual overcharge (whichever is higher). In no event shall the maximum Household recovery exceed \$20 or the total amount of the actual overcharges (whichever is higher). In the event separate Claims are submitted by more than one Settlement Class Member residing in the same Household for the maximum recovery, only the earliest-submitted Claim that meets all of the requirements under this Settlement shall be deemed an Approved Valid Claim.

4.17. In the unlikely event that the funds in the Common Fund are not exhausted after the payment of Claims, costs of notice & administration, Service Award(s) and Attorneys' Fees and Reimbursement of Expenses Award, if any, and the In-Store Benefit has run, then the funds left over shall be donated to an approved cy pres. The Parties have agreed that the cy pres will be a national food bank organization mutually agreed to by the Parties.

4.18. Defendants agree to enhanced notice as to the In-Store Benefit by utilizing a process known as "auto-clipping." "Auto-clipping" means that for those customers who have a

myDG account, the In-Store Benefit will automatically appear in their myDG wallet, and it will automatically be applied to such customers' transaction at the register, assuming the customer enters the customer's phone number that is associated with the customer's myDG account when completing the customer's purchase transaction, regardless of whether the customer is aware of the In-Store Benefit. Enhanced notice will also include notice that is broadcast over the Dollar General radio network that plays in approximately 3,900 stores. After consulting with the Settlement Administrator, the Parties will confer between themselves to agree on the notice to be played over the radio network. Dollar General will also consider other types of enhanced notice after consultation with the Settlement Administrator, subject to feasibility and cost.

4.19. Within twenty-one (21) days of the In-Store Benefit Days, Defendants shall provide Class Counsel with a certification identifying the total value of the In-Store Benefit. This total value shall not be shared publicly with others but may be provided to the Court upon request.

4.20. Defendants agree to the Injunctive Relief set forth below for two years effective June 1, 2025 ("Injunctive Relief Effective Date"):

4.20.1 Labor on Tuesdays to implement price changes on store shelves;

4.20.2 Pricing audits conducted by a third party;

4.20.3 Labor for pricing audits conducted by district managers during store walks
(or any equivalent or similar store visit conducted by district managers);

4.20.4 The employment of one full-time employee, or the equivalent, whose responsibilities will include tracking weights and measures inspection reports as to pricing matters and discrepancies. This employee, who may have other responsibilities, will, once every two months: (A) create reporting on any failed weights and measures inspection reports received by Defendants' Store Support Center, and (B) distribute such reporting to Dollar General's Divisional Vice Presidents to ensure visibility as to price discrepancies.

4.21. The combined value of this Injunctive Relief will be not less than \$6.5 million.

4.22. Dollar General agrees to explain how the value of the Injunctive Relief has been calculated by submitting a declaration substantially similar to Exhibit G. Defendants represent that this Litigation was an important factor in committing to the Injunctive Relief across numerous stores in numerous states, and that Defendants were not already obligated as a result of agreements with governmental entities to the Injunctive Relief in all of those stores and states prior to this Settlement. Dollar General further acknowledges that it would not have agreed to have the Injunctive Relief, as reflected in this Settlement Agreement, imposed as a court order in the absence of the filing of the Litigation.

4.23. Defendants, on the first and second anniversary of the Injunctive Relief Effective Date, will provide Plaintiffs' counsel Marc Dann with a confidential declaration under oath confirming that Defendants have complied with all of the provisions of the agreed-upon Injunctive Relief.

Mutual Non-Disparagement

4.24. The Parties and their counsel agree not to make disparaging public statements about each other and/or their counsel, related to this Settlement and/or any of the pricing-related Litigation, although they are free to respond in a truthful and non-disparaging manner to inquiries regarding the Settlement and/or any of the pricing-related Litigation. To avoid contradictory, incomplete, or confusing information about the Settlement, the Parties mutually agree that neither they nor their counsel will issue any press release or affirmatively contact/reach out to the media regarding the Settlement and/or any of the pricing-related Litigation. The Parties mutually agree that, aside from confirming the fact of the Settlement and including a link to the Settlement Website, neither they nor their counsel will make any statement on their personal and/or firm websites or on social media regarding the Settlement and/or any of the pricing-related Litigation. This provision is not intended to limit counsel's ability to consult freely with current clients regarding new claims (i.e., claims not being settled) or prospective clients about claims they may have against Defendants. Nor is this provision intended to limit the content of the lawyer's pleadings and other communications if the lawyer were to file a lawsuit for a new client against

Defendants. This provision is intended solely to limit counsel's personal speech and conduct outside the practice of law.

5. SUBMISSION OF SETTLEMENT AGREEMENT TO COURT FOR REVIEW AND APPROVAL

5.1. As soon as practicable following the execution of this Settlement Agreement, solely for purposes of implementing this Settlement Agreement, providing the Court with proposed notice materials, and effectuating the proposed Settlement, the Parties agree and stipulate that Class Counsel shall submit to the Court a joint motion for entry of a Preliminary Approval Order of the Settlement together with this Settlement Agreement and exhibits including a Preliminary Approval Order substantially in the form of Exhibit E. Class Counsel shall submit a memorandum in support of the joint motion for entry of a Preliminary Approval Order in accordance with the New Jersey Rules. Class Counsel will share with Defendants a draft of the proposed joint motion for entry of a Preliminary Approval Order no later than seven (7) days before it is to be filed. The Parties agree to promptly take all actions and steps reasonably necessary to obtain the Preliminary Approval Order from the Court and to fully implement and effectuate this Class Action Settlement. Defendants shall have no obligation to make separate filings in support of the joint motion for entry of the Preliminary Approval Order.

5.2. Once the Preliminary Approval Order is entered, Settlement Class Representatives and Class Counsel shall not pursue any litigation proceedings against the Released Parties; Defendants shall not pursue litigation proceedings against the Releasing Parties; and the Parties and their respective counsel shall not in any way subsequently argue that the Released Parties or Releasing Parties have failed to comply with their litigation obligations in any respect by reason of the Released Parties' or Releasing Parties' suspension of litigation efforts following the execution of this Settlement Agreement. Upon entry of the Preliminary Approval Order, all proceedings in this Litigation pertaining to the Defendants, other than the proceedings necessary to effectuate this Settlement Agreement, shall be stayed and suspended until further notice of the Court.

5.3. For the avoidance of doubt, upon entry of the Preliminary Approval Order, the

Parties agree to stay further proceedings in *Wolf et al. v. Dollar General Corporation et al.* Case No.: 7:23-cv-00558-PMH (S.D.N.Y.) Furthermore, Class Counsel will dismiss with prejudice the *Wolf* case within five (5) days after the Effective Date.

5.4. Following the entry of the Preliminary Approval Order, Class Notice shall be given and published in the manner set forth herein and the Notice Plan. The Parties agree that the Notice Plan contemplated by this Settlement Agreement meets R. 4:32-2, is valid and effective, that if effectuated, it would provide reasonable notice to the Settlement Class, and that it represents the best practicable and reasonable notice under the circumstances.

5.5. By the Final Approval Motion Deadline, Class Counsel shall file a joint motion seeking final approval of the Settlement. Class Counsel shall submit a memorandum in support of the joint motion for entry of a Final Approval Order and Judgment in accordance with the New Jersey Rules. Class Counsel agree to share with Defendants drafts of the proposed joint motion seeking final approval of the Settlement no later than seven (7) days before it is to be filed. Unless otherwise agreed by the Parties, Class Counsel shall request entry of a Final Approval Order and Judgment substantially in the form of Exhibit F. Defendants shall have no obligation to make separate filings in support of the joint motion seeking final approval of the Settlement. The Final Approval Order and Judgment shall, among other things:

- 5.5.1 Find that the Court has personal jurisdiction over all Settlement Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Action, and that venue is proper;
- 5.5.2 Finally approve this Settlement Agreement and the Settlement as “fair, reasonable, and adequate” pursuant to R. 4:32-2(e)(C);
- 5.5.3 Certify the Settlement Class under R. 4:32-1(b)(3) for purposes of settlement only;
- 5.5.4 Find that the Class Notice complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;
- 5.5.5 Incorporate the Releases set forth in this Settlement Agreement and make

the Releases effective as of the Effective Date;

5.5.6 Authorize the Parties to implement the terms of the Settlement; dismiss the Action with prejudice and enter judgment pursuant to *R. 4:32-2(c)*;

5.5.7 Determine that the Settlement Agreement and the Settlement provided for herein, and any proceedings taken pursuant thereto, are not, and should not in any event be offered, received, or construed as evidence of, a presumption, concession, or an admission by any Party of liability or nonliability or of the certifiability or non-certifiability of a litigation class, or of any misrepresentation or omission in any statement or written document approved or made by any Party; provided, however, that reference may be made to this Settlement Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement, as further set forth in this Settlement Agreement; and

5.5.8 Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of this Settlement Agreement, the Final Approval Order and Judgment, any final order approving the Attorneys' Fees and Reimbursement of Expenses Award and Service Awards, and for any other necessary purpose.

6. RELEASES AND DISMISSAL OF ACTION

6.1. Upon the Effective Date, the Releasing Parties, for good and sufficient consideration, the adequacy of which is acknowledged, shall be deemed to have, and by operation of the Final Approval Order and Judgment in this Action shall have, fully, finally and forever released, relinquished, and discharged the Released Parties and each of them from any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, any manner of civil or administrative actions, injunctive relief, agreements, promises, complaints, charges, penalties, losses, controversies, costs, expenses, attorneys' fees, and causes of action pursuant to any theory of recovery (including, but not limited to, consumer protection act claims

in various states, violations of advertising regulations/statutes in various states, violations of Federal Trade Commission Act, violations of the Magnuson-Moss Warranty Act, declaratory judgment claims, common law fraud, unjust enrichment, and negligent misrepresentation claims, and any other claims that could have been brought, including those based in contract or tort, common law or equity, federal, foreign, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the Notice Date by all of the Releasing Parties that result from, arise out of, are based on, any allegations that Settlement Class Members at any Dollar General location nationwide were charged a higher or lower price at the register than the price of merchandise advertised at the shelves at the time of sale in Dollar General stores during the Class Period, or relate to the practices and claims that were or could have been alleged in the Litigation (“Released Claims”) against the Released Parties.

6.2. The Released Claims shall be construed as broadly as possible to effect complete finality over the Litigation involving claims that result from, arise out of, are based on, or relate to the practices and claims that were or could have been alleged in the Litigation.

6.3. Persons who have validly opted out of the Settlement by the Opt-Out Deadline do not release their claims and will not obtain any benefits of the Settlement, though they are able to benefit from the In-Store Benefit.

6.4. After entering into this Settlement Agreement, Settlement Class Representatives and Settlement Class Members may discover facts other than, different from, or in addition to, those that they know or believe to be true with respect to the Released Claims. The Released Claims include known and unknown claims relating to the Litigation, and this Settlement Agreement is expressly intended to cover and include all such injuries or damages, including all rights of action thereunder. Settlement Class Representatives and Settlement Class Members hereby expressly, knowingly, and voluntarily waive any and all provisions, rights, and benefits conferred by any statute, rule, and legal doctrine similar, comparable, or equivalent to a waiver

of the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6.5. In connection with such waiver and relinquishment, Settlement Class Representatives and the Settlement Class Members hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, foreseen or unforeseen, that they have against the Released Parties. Upon the Effective Date: (a) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Representatives and Settlement Class Members; and (b) Settlement Class Representatives and the Settlement Class Members stipulate to be and shall be permanently barred and enjoined by court order from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all Released Claims.

6.6. Settlement Class Members expressly agree that this Release and the Final Approval Order and Judgment, are, will be, and may be raised as a complete defense to, and will preclude, any action or proceeding specified in, or involving claims encompassed by, this Release. Settlement Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or other proceeding against the Released Parties with respect to the claims, causes of action, and/or any

other matters subject to this Release. To the extent that they have initiated, or caused to be initiated, any suit, action, or proceeding not already encompassed by the Litigation, Settlement Class Members shall promptly cause their claims in any such suit, action, or proceeding to be dismissed with prejudice. If a Settlement Class Member commences, files, initiates, or institutes any legal action or other proceeding for any Released Claim against any Released Party in any federal or state court, arbitral tribunal, or administrative or other forum, (1) such legal action or other proceeding shall be dismissed with prejudice and at that Settlement Class Member's cost; (2) any refusal or failure to immediately dismiss such claims shall provide a basis for that Released Party to seek an injunction, sanctions, or other appropriate relief; and (3) that Released Party shall be entitled to recover any and all reasonable related costs and expenses from that Settlement Class Member arising as a result of that Settlement Class Member's breach of their obligations under this Release.

6.7. Class Counsel shall cooperate with the Released Parties to ensure that the release set forth in the Final Approval Order and Judgment is given its full force and effect (including by seeking the inclusion of the Releases in the Final Approval Order and Judgment) and to ensure that Releasing Parties comply with their obligations set forth in this Settlement Agreement.

7. MOTION FOR ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES AND SERVICE AWARDS

7.1. Class Counsel may apply for an Attorneys' Fees and Reimbursement of Expenses Award not to exceed 33.3% of the Total Settlement Value. Based on the Total Settlement value of \$15,000,000.00, Defendants will not object to a request of an Attorneys' Fees and Reimbursement of Expenses Award of up to \$5,000,000.00, which shall be subtracted from the Common Fund and subject to the Court's approval. The total of 33.3% of the Total Settlement Value for Attorneys' Fees and Reimbursement of Expenses Award is a cap; it is the maximum amount that Defendants can be required to pay as an award of attorneys' fees, costs, and expenses. Defendants shall take no position on Class Counsel's application for Attorneys' Fees and Reimbursement of Expenses Award, but may respond to Court inquiries. Class Counsel shall file their application for Attorneys' Fees and Reimbursement of Expenses Award not later than

fourteen (14) days before the Final Approval Hearing. Upon approval, the Settlement Administrator shall pay the Attorneys' Fees and Reimbursement of Expenses Award out of the Common Fund within ten (10) days of approval or the Effective Date, whichever is later.

7.2. Except for the Attorneys' Fees and Reimbursement of Expenses Award ordered by the Court to be paid out of the Common Fund, Defendants shall not be liable for any attorneys' fees, litigation expenses and costs of Class Counsel, the Class Representatives or any other Class Members in connection with the Litigation or that is related to the Litigation or that was or could have been alleged in the Litigation. Class Counsel, the Settlement Class Representatives, and Settlement Class Members release Defendants from any such payments for attorneys' fees and costs that may be due by operation of law or otherwise. Defendants agree not to seek to recover their costs, attorneys' fees, or expenses in connection with the Litigation from Class Counsel, the Settlement Class Representatives or any other Settlement Class Members except as provided in this Settlement Agreement.

7.3. Class Counsel shall have the discretion to allocate any Court-approved attorneys' fees and expenses among themselves and the other Plaintiffs' firms that performed common benefit work in the Litigation. Defendants shall have no liability or other responsibility for allocation of any such fee, cost, and/or expense award, and, in the event any dispute arises relating to the allocation of fees, costs, and/or expenses, Class Counsel and any other Plaintiffs' firms or lawyers sharing in any attorneys' fees, costs, and/or expenses agree to hold Defendants harmless from any and all liabilities, costs, and expenses of such dispute.

7.4. In furtherance of the agreement in Section 7.1, in the event of any objections to the Settlement or appeal from any order of the Court granting final approval or final judgment, Class Counsel agree that they will be responsible for responding to objectors and intervenors, and defending the Court's Final Approval Order and Judgment on appeal, if any, at their own cost. Defendants reserve the right to respond to objectors and intervenors, and to join in the defense of the Final Approval Order and Judgment. Any costs incurred by Class Counsel in such appeals, including costs incurred to settle any claims by objectors or intervenors, are the sole responsibility

of Class Counsel. No Person may seek to recover such costs from Defendants.

7.5. The Parties agree that Class Counsel may apply to the Court for Service Awards to be paid from the Common Fund. The Parties agree to a Service Award of up to \$7,500 for each Class Representative that was deposed (Wolfs) and up to \$5,000 per Class Representative that was not deposed (Braun, Button, Cotton and Hartline). The Parties agree that the decision whether or not to award any such payment, and the amount of that payment, rests in the exclusive discretion of the Court. Upon approval, the Settlement Administrator shall pay the Service Awards out of the Common Fund within ten (10) days of approval or the Effective Date, whichever is later.

7.6. Neither Class Counsel nor Settlement Class Representatives will request nor will they accept any award inconsistent with these terms.

7.7. The Settlement was reached as the result of a mediation conducted before Hon. Morton Denlow. The Parties did not discuss specifics as to service award payments or attorneys' fees and reimbursement of expenses while negotiating the material terms of the Settlement Agreement, and they made no final agreements in connection with Class Counsel's requests for service award payments for certain Settlement Class Representatives and Class Counsel's requests for attorneys' fees and reimbursement of expenses until after the material terms of the Settlement Agreement had been finalized.

8. NOTICE, NOTICE PLAN AND SETTLEMENT ADMINISTRATION

8.1. In fulfilling its responsibilities to provide notice to the Settlement Class Members, the Settlement Administrator shall be responsible for, without limitation, consulting on and designing the notice to the Settlement Class, including implementing the Notice Plan set forth herein. In no event shall the Settlement Administrator disseminate notice in any manner materially different from that set forth in the Notice Plan, unless the Parties jointly agree in writing to authorize such forms of notice.

8.2. Upon entry of the Preliminary Approval Order, an ADA compliant internet

website will be created and maintained by the Settlement Administrator that will provide Settlement Class Members with: (1) this Settlement, to include generalized information about the Settlement, its scope, and its remedies with a clickable table of contents; answers to frequently asked questions; a contact information page that includes the address for the Settlement Administrator and addresses and telephone numbers for Class Counsel; (2) deadlines for opting out of or objecting to the Settlement, and the dates of relevant Court proceedings, including the Final Approval Hearing; (3) a downloadable and online version of the form by which Settlement Class Members may submit a Request to Opt-Out; (4) information on making a claim; and (5) relevant legal documents like this Settlement Agreement, the Complaint, the signed Preliminary Approval Order, Notices, and (when it becomes available) Plaintiffs' application for an Attorneys' Fees and Reimbursement of Expenses Award and/or an application for Service Award(s). The website is to remain active until ninety (90) days after the dates of the In-Store Benefit. The URL of the Settlement Website shall be provided in the Notice.

8.3. To facilitate the distribution of Class Notice, within ten (10) days of the Court's entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator with contact information for Settlement Class Members (who have agreed to receive marketing messages) in their possession including e-mail addresses, addresses, and phone numbers ("Settlement Class List"). The Settlement Administrator shall keep these e-mail addresses, addresses, and phone numbers confidential.

8.4. Using the Settlement Class List, the Settlement Administrator shall, by using the National Change of Address database maintained by the United States Postal Service ("Postal Service") obtain updates, if any, to the mailing addresses.

8.5. 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 and text messages to Settlement Class Members for whom the Settlement Administrator has a valid email address and phone number and who have agreed to receive marketing messages. 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 or phone number and is provided a valid mailing address. The Class Notice will be substantially in the forms of Exhibits B, C, and D.

8.6. The Settlement Administrator shall perform skip-tracing for any returned mail and shall re-mail notice to any Settlement Class Members whose addresses are uncovered by skip-tracing. For any undeliverable email address, the Settlement Administrator shall mail a Postcard Notice to those with a valid mailing address.

8.7. Settlement Class Members who wish to receive a payment from the Common Fund will be required to submit a Claim pursuant to the process explained in Section 4.

8.8. The Settlement Administrator shall determine whether a submitted Claim meets the requirements set forth in Section 4. Each Claim Form shall be submitted to and reviewed by the Settlement Administrator, who shall determine whether each Claim shall be deemed an Approved Valid Claim. The Settlement Administrator shall use best practices and all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims.

8.9. Claims that do not meet the requirements set forth in this Settlement Agreement shall be rejected. Where a good faith basis exists, the Settlement Administrator may reject a Claim for, among other reasons, the following: (a) the Claim Form fails to provide sufficient confirmation that from October 10, 2016, through the date the Settlement Class Representatives move for preliminary approval of the Settlement, inclusive, the Person submitting the Claim Form personally purchased a product from Dollar General; (b) the Claim is not fully complete and/or signed; (c) the Claim is illegible; (d) the Claim is fraudulent; (e) the Claim is duplicative of another Claim; (f) the Person submitting the Claim is not a Settlement Class Member; (g) the Person submitting the Claim requests that the Defendants' check be provided to a Person other than the Settlement Class Member for whom the Claim is submitted; (h) the Claim does not meet the Claim Submission Deadline; (i) the Person who submitted the Claim lives in the same Household as another Settlement Class Member who already submitted an Approved Valid Claim

for the maximum benefit; or (j) the Claim otherwise does not meet the requirements of this Settlement Agreement. Claims that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator. The Settlement Administrator shall make all reasonable efforts to exercise the right of rejection for all timely submitted Claims within thirty (30) days from the Claims Submission Deadline. The Settlement Administrator shall notify the claimant of the rejection using the contact information provided in the Claim. A decision by the Settlement Administrator is final.

8.10. Class Counsel and Defense Counsel shall be provided with copies of all such notifications of rejection, provided that the copies do not contain the name, email address, mailing address, or other personal identifying information of the claimant. If any claimant whose Claim has been rejected, in whole or in part, desires to contest such rejection, the claimant must, within ten (10) days from receipt of the rejection, transmit to the Settlement Administrator by email or U.S. mail a notice and statement of reasons indicating the claimant's grounds for contesting the rejection, along with any supporting documentation, and requesting further review by the Settlement Administrator, in consultation with Class Counsel and Defense Counsel, of the denial of the Claim. If Class Counsel and Defense Counsel cannot agree on a resolution of the claimant's notice contesting the rejection, the decision of the Settlement Administrator shall be final. No person shall have any claim against Defendants, Defense Counsel, Settlement Class Representatives, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations or distributions made in accordance with this Settlement. The Settlement Administrator will provide the Parties with weekly reports containing the numbers of objections, Requests to Opt-Out, claims submitted, claims approved, claims rejected, and claims flagged for further investigation.

8.11. As soon as reasonably possible after the Claims Submission Deadline, but no later than forty-five (45) days after the Claims Submission Deadline, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a spreadsheet that contains information sufficient to determine: (a) the number of Settlement Class Members that submitted a claim; (b)

the number of submitted Claims that are valid and timely, and the number that are not; (c) the number of submitted Claims the Settlement Administrator intends to treat as Approved Valid Claims; and (d) the number of submitted Claims the Settlement Administrator has denied. The materials that the Settlement Administrator provides to Class Counsel pursuant to this Section shall not contain the names, email addresses, phone numbers, mailing addresses, or other personal identifying information of the Settlement Class Members.

8.12. The Settlement Administrator shall maintain the confidentiality of all information which it is provided and Defendants and Class Counsel and will take all reasonable steps to ensure that any information provided to the Settlement Administrator by Settlement Class Members will be used solely for the purpose of effecting this Settlement. All personal identifying information of Settlement Class Members, including names, addresses, and e-mail addresses, shall not be provided to Class Counsel.

8.13. All reasonable and necessary costs of the Settlement Administrator performing its duties pursuant to Section 8, shall be paid from the Common Fund. Notwithstanding anything to the contrary herein, Defendants shall not be responsible for any cost that may be incurred by, or on behalf of, or at the direction of, Settlement Class Representatives, or Class Counsel in (a) responding to inquiries about the Settlement, Settlement Agreement, or the Litigation; (b) posting the Notice on Class Counsel's website(s), should that occur; (c) defending the Settlement or the Settlement Agreement against any challenge to either or both of them; or (d) defending against any challenge to the Preliminary Approval Order or Final Approval Order and Judgment entered pursuant to the Settlement Agreement.

9. OPT-OUTS

9.1. Any Person who wishes to exclude themselves from the Settlement must submit a written Request to Opt-Out to the Settlement Administrator, which shall be postmarked no later than the Opt-Out Deadline or submitted online through the claims portal and verified no later than the Opt-Out Deadline. **DO NOT SEND ANY OPT-OUT TO THE COURT.**

9.2. The written Request to Opt-Out must:

- (a) Identify the case name of this Action;
- (b) Identify the name, current address, email address, and phone number of the Person seeking exclusion from the Settlement;
- (c) Be personally signed by the Person seeking exclusion;
- (d) Include a statement clearly indicating the Person's intent to be excluded from the Settlement;
- (e) Request exclusion only for that one Person whose personal signature appears on the request;
- (f) State that the Person seeking exclusion personally purchased merchandise from a Dollar General store, from October 10, 2016, through the date the Settlement Class Representatives move for preliminary approval of the Settlement, and has proof they paid more or less for merchandise than the advertised price labeled on the shelf at the Dollar General store.

9.3. To be effective and valid, opt-out requests submitted online must verify the Request to Opt-Out no later than the Opt-Out Deadline using the link sent to the Person who submitted the Request to Opt-Out.

9.4. Any Request to Opt-Out seeking exclusion on behalf of more than one Person shall be deemed invalid by the Settlement Administrator.

9.5. Any Person who submits a valid and timely Request to Opt-Out in the manner described herein 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.

9.6. Any member of the Settlement Class who does not submit a valid and timely Request to Opt-Out in the manner described herein 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, Defendants, and Class Counsel with a list of the Persons who timely and validly requested to opt-

out from the Settlement.

9.7. In conjunction with their joint motion for entry of Final Approval Order and Judgment, Class Counsel will file a list of Settlement Class Members who opted-out of the Settlement Class in a timely and valid manner, which will be prepared by the Settlement Administrator.

10. OBJECTIONS

10.1. Any Settlement Class Member who wishes to object to the Settlement must submit a written objection to the Court, Class Counsel, Defense Counsel, and the Settlement Administrator, on or before the Objection Deadline, as specified in the Preliminary Approval Order. Any Person who submits a Request to Opt-Out waives any right to object to the Settlement.

10.2. The written objection must include:

- (a) The case name and number of this Action;
- (b) The full name, address, telephone number, and email address of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;
- (c) A statement that the objector personally purchased a product from a Dollar General store, from October 10, 2016, through the date the Settlement Class Representatives move for preliminary approval of the Settlement, and that none of the exclusions listed in the definition of the Settlement Class in Section 2.46 applies to the objector;
- (d) Any supporting papers, materials, or briefs the objector wishes the Court to consider when reviewing the objection;
- (e) A statement of whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- (f) A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the five years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection;
- (g) A statement of the specific grounds for the objection, including any legal and factual support and any evidence in support of the objection;
- (h) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel; and

- (i) The objector's signature.

10.3. In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

10.4. A Settlement Class Member may submit a written statement of objection(s) on his or her own behalf or through a lawyer hired at that Settlement Class Member's own expense, provided the Settlement Class Member has not submitted a Request to Opt-Out. Lawyers asserting objections on behalf of Settlement Class Members must: (1) file a notice of appearance with the Court by the deadline set by the Court in the Preliminary Approval Order, or as the Court otherwise may direct; (2) file a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or file (*in camera*) a copy of the contract between that lawyer and each such Settlement Class Member; and (3) comply with all of the requirements and procedures described in this Section 10, including providing all information set forth in Section 10.2. Lawyers asserting objections on behalf of Settlement Class Members also must file a sworn declaration that specifies the number of times during the prior five-year period they have objected to a class action settlement on their own behalf or on behalf of a member of a class.

10.5. Any Settlement Class Member who fails to object to the Settlement in the manner described in this Settlement Agreement and in the notice provided pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any terms of or approval of the Settlement at the Final Approval Hearing, and shall be forever barred from raising any objection to the Settlement or the terms of this Settlement Agreement by appeal or any other means, and shall be bound by its terms.

10.6. Any Settlement Class Member who submits a timely written objection is subject to deposition in accordance with Court Rules at the request of Class Counsel or Defendants'

counsel, at least five (5) days prior to the Final Approval Hearing.

10.7. The Settlement Class Representatives are bound by this Settlement Agreement and agree not to opt-out or file an objection to the Settlement.

11. MODIFICATION OR TERMINATION OF SETTLEMENT AND RESERVATION OF RIGHTS

11.1. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest and approved by the Court; provided, however that, after entry of the Final Approval Order and Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all Exhibits hereto) without further approval by the Court if such changes are consistent with the Court's Final Approval Order and Judgment and do not materially limit the rights of Settlement Class Members under this Settlement Agreement.

11.2. This Settlement Agreement and any Exhibits attached hereto constitute the entire agreement among the Parties, and no representations, warranties, or inducements have been made to any Party or Settlement Class Member concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants covered and memorialized in such documents.

11.3. In the event the terms or conditions of this Settlement Agreement are modified by any court order as described in this Section 11.3, Defendants may unanimously, in their respective discretion to be exercised within thirty (30) days after such modification, declare this Settlement Agreement null and void. For purposes of this Section 11.3, modifications include any modifications (a) to the definition of the Settlement Class, Settlement Class Members, Released Parties, or Released Claims; and/or (b) to the terms of the Settlement consideration described in Section 4; and/or (c) that materially change the requirements for an Approved Valid Claim; and/or (d) that materially change the proposed notice, including methods of distributing notice, to the Settlement Class. In the event of qualifying modification by any court, and in the event Defendants do not exercise their unilateral option to withdraw from this Settlement Agreement

pursuant to this Section 11.3, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification.

11.4. Should more than 500 of the Settlement Class Members total or more than 100 Settlement Class Members from any one state submit a Request to Opt-Out from the Settlement pursuant to Section 9, Defendants may withdraw from this Settlement Agreement and have no further obligations under this Settlement Agreement whatsoever. If Defendants elect to terminate and withdraw from the Settlement Agreement pursuant to this Section 11.4, they must do so by written notice to Class Counsel within fourteen (14) days of their receipt from Class Counsel of the last copy of an exclusion or Request to Opt-Out from a potential Settlement Class Member.

11.5. The Parties agree that the effectiveness of this Settlement Agreement is not contingent upon the Court's approval of the payment of any Attorneys' Fees or Reimbursement of Expenses Award or Service Award(s). If the Court declines to approve, in whole or in part, a request for Attorneys' Fees or Reimbursement of Expenses Award or Service Award(s), all remaining provisions in this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Attorneys' Fees or Reimbursement of Expenses Award or Service Award(s), or the amount thereof, shall be grounds for cancellation, termination, or modification of this Settlement Agreement. No interest will accrue on such amounts at any time.

11.6. If this Settlement Agreement is terminated pursuant to its terms, disapproved by the Court or any appellate court with jurisdiction over the Settlement, or not consummated for any reason, or the Effective Date for any reason does not occur, then:

11.6.1 The Settlement Agreement will be deemed null and *void ab initio*. The terms and provisions of this Settlement Agreement will have no further force and effect with respect to the Parties or Settlement Class Members and will not be used in this Action, Litigation, or in any other proceeding for any purpose;

- 11.6.2 The order certifying the Settlement Class for purposes of effectuating the Settlement, all preliminary and/or final findings regarding that class certification order, and any judgment, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural posture as of the date the Settlement Class Representatives moved for preliminary approval of the Settlement;
- 11.6.3 Plaintiffs' counsel will voluntarily dismiss, without prejudice, this Action within ten (10) days of any order denying preliminary or final approval or termination of this Settlement Agreement pursuant to Section 11.6 unless the Parties jointly agree to an extension of this deadline.
- 11.6.4 The Parties will petition the respective courts to have any stay orders in the Litigation lifted that were entered pursuant to this Settlement;
- 11.6.5 Defendants reserve the right to challenge the certifiability of any class claims alleged in the Litigation.
- 11.6.6 All funds deposited into the Common Fund will be returned to Defendants subject to Section 4.5.

12. MISCELLANEOUS PROVISIONS

12.1. The Parties intend the Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement Agreement compromises claims that are contested and will not be deemed admissions by Defendants or Settlement Class Representatives as to the merits of any claim or defense.

12.2. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Settlement Class Representatives and the Settlement Class:

Adam Edwards

Milberg Coleman Bryson Phillips Grossman, PLLC

800 Gay Street, Suite 1100

Knoxville, TN 37929

To Counsel for Defendants:

R. Trent Taylor

McGuireWoods LLC

Gateway Plaza, 800 East Canal Street

Richmond, VA 23219

With a Copy to Defendants

Attn: General Counsel

Dollar General Corporation

100 Mission Ridge

Goodlettsville, TN 37072

12.3. All of the Exhibits to this Settlement Agreement are an integral part of the Settlement and are incorporated by reference as though fully set forth herein.

12.4. The Parties agree that the recitals are contractual in nature and form a material part of this Settlement Agreement.

12.5. No extrinsic evidence or parol evidence shall be used to interpret, explain, construe, contradict, or clarify this Settlement Agreement, its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed. This Settlement Agreement supersedes all prior negotiations and agreements. The Parties expressly agree that the terms and conditions of this Settlement Agreement will control over any other written or oral agreements.

12.6. Unless otherwise noted, all references to “days” in this Settlement Agreement shall be to calendar days. In the event any date or deadline set forth in this Settlement Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.7. The Settlement Agreement, the Settlement, all documents, orders, and other evidence relating to the Settlement, the fact of their existence, any of their terms, any press release or other statement or report by the Parties or by others concerning the Settlement Agreement, the

Settlement, their existence, or their terms, any negotiations, proceedings, acts performed, or documents drafted or executed pursuant to or in furtherance of the Settlement Agreement or the Settlement shall not be offered, received, deemed to be, used as, construed as, and do not constitute a presumption, concession, admission, or evidence of (i) the validity of any Released Claims or of any liability, culpability, negligence, or wrongdoing on the part of the Released Parties; (ii) any fact alleged, defense asserted, or any fault, misrepresentation, or omission by the Released Parties; (iii) the propriety of certifying a litigation class or any decision by any court regarding the certification of a class, and/or (iv) whether the consideration to be given in this Settlement Agreement represents the relief that could or would have been obtained through trial in the Litigation, in any trial, civil, criminal, administrative, or other proceeding of the Litigation or any other action or proceeding in any court, administrative agency, or other tribunal.

12.8. The Parties to this Litigation or the Released Parties shall have the right to file the Settlement Agreement and/or the Final Approval Order and Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.9. The Parties agree that the consideration provided to the Settlement Class and the other terms of the Settlement Agreement were negotiated at arm's length, in good faith by the Parties, and reflect a settlement that was reached voluntarily, after consultation with competent legal counsel, and with the assistance of an independent, neutral mediator.

12.10. The Settlement Class Representatives and Class Counsel have concluded that the Settlement set forth herein constitutes a fair, reasonable, and adequate resolution of the claims that the Settlement Class Representatives asserted or could have asserted against Defendants, and all claims asserted or that could have been asserted in all the Litigation, including the claims on behalf of the Settlement Class, and that the Settlement promotes the best interests of the Settlement Class.

12.11. To the extent permitted by law, all agreements made and orders entered during the

course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

12.12. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Signatures submitted by email or facsimile shall also be considered originals. The date of execution shall be the latest date on which any Party signs this Settlement Agreement.

12.13. The Parties hereto and their respective counsel agree that they will use their best efforts to obtain all necessary approvals of the Court required by this Settlement Agreement, including to obtain a Final Approval Order and Judgment approving the Settlement.

12.14. This Settlement Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto and the Settlement Class Members, including any and all Released Parties and any corporation, partnership, or other entity into or with which any Defendant or Released Party hereto may merge, consolidate, or reorganize, each of which is entitled to enforce this Settlement Agreement.

12.15. This Settlement Agreement was jointly drafted by the Parties. Settlement Class Representatives, Settlement Class Members, and Defendants shall not be deemed to be the drafters of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the *contra proferentem* canon of construction. Accordingly, this Settlement Agreement should not be construed in favor of or against one Party as the drafter, and the Parties agree that the provisions of any laws or common law construing ambiguities against the drafter shall have no application.

12.16. The headings used in this Settlement Agreement are inserted merely for the convenience of the reader and shall not affect the meaning or interpretation of this Settlement Agreement.

12.17. The Parties reserve the right, by agreement and subject to the Court's approval, to

grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

12.18. The Parties agree that they will act in good faith to promote the consummation of this Settlement and achievement of an Effective Date and will not engage in any conduct that will or may frustrate the purpose of this Agreement.

12.19. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa), and the use of the masculine includes the feminine (and vice-versa).

12.20. Class Counsel, Defense Counsel or other Person executing this Settlement Agreement or any of its Exhibits on behalf of any Party hereby warrants that such person has the full authority to do so. Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Settlement Class Representative to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Settlement Agreement to effectuate its terms, and is expressly authorized to enter into any modifications or amendments to this Settlement Agreement on behalf of the Settlement Class that Class Counsel deems appropriate.

12.21. The Court shall retain exclusive and continuing jurisdiction over all Parties, Settlement Class Members, the Action, and this Settlement Agreement to resolve any suit, action, proceeding, case, controversy, or dispute that may arise regarding this Settlement Agreement, the application of the Release, any other matters regarding implementation of the Settlement, or in relation to this Action, including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or termination of the Settlement Agreement (“Disputes”). The Parties, and each Settlement Class Member, hereby irrevocably submit to the exclusive jurisdiction and venue of the Court for resolution of Disputes, and irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court, or that the Court is in any way an improper venue or an inconvenient forum. No Party or Settlement Class Member shall oppose the reopening of the Action for the purpose of effecting the Release. To the extent there are any disputes between the Parties and/or Settlement Class Members, they will submit those disputes

to Honorable Morton Denlow (Ret.), before reopening this Action. The Parties and Settlement Class Members hereby agree to pay, and the Court is authorized to award, attorneys' fees and costs to the prevailing party in connection with a dispute.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below.

By: *marc Dann*
Marc Dann, Esq.
The Dann Law Firm, PC
15000 Madison Avenue
Cleveland, OH 44107
Dated: 12 / 09 / 2025

By: *Javier L. Merino*
Javier Merino, Esq.
The Dann Law Firm, PC
825 Georges Road, 2nd Floor
North Brunswick, NJ 08902
Dated: 12 / 09 / 2025

By: *[Signature]*
Adam Edwards, Esq.
Milberg Coleman Bryson Phillips
Grossman PLLC
800 South Gay Street, Ste 1100
Knoxville, TN 37929
Dated: 12 / 09 / 2025

By: *Scott C. Harris*
Scott Harris, Esq.
Bryson Harris Suci Demay,
PLLC
900 W. Morgan Street
Raleigh, North Carolina 27603
Dated: 12 / 09 / 2025

By: _____
Trent Taylor
McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219-3916
Dated: _____

By: _____
Authorized Representative of
Dolgencorp, LLC d/b/a
Dollar General
Dated: _____

to Honorable Morton Denlow (Ret.), before reopening this Action. The Parties and Settlement Class Members hereby agree to pay, and the Court is authorized to award, attorneys' fees and costs to the prevailing party in connection with a dispute.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have duly executed this Settlement Agreement as of the date set forth below.

By: _____
Marc Dann, Esq.
The Dann Law Firm, PC
15000 Madison Avenue
Cleveland, OH 44107

Dated: _____

By: _____
Javier Merino, Esq.
The Dann Law Firm, PC
825 Georges Road, 2nd Floor
North Brunswick, NJ 08902

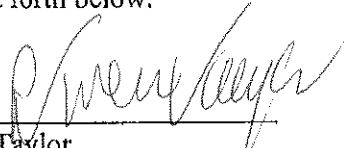
Dated: _____

By: _____
Adam Edwards, Esq.
Milberg Coleman Bryson Phillips
Grossman PLLC
800 South Gay Street, Ste 1100
Knoxville, TN 37929

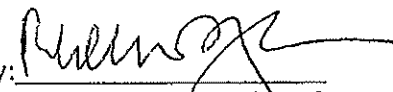
Dated: _____

By: _____
Scott Harris, Esq.
Milberg Coleman Bryson Phillips
Grossman PLLC
900 W. Morgan Street
Raleigh, North Carolina 27603

Dated: _____

By:  _____
Trent Taylor
McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219-3916

Dated: Dec. 10, 2025

By:  _____
Authorized Representative of
Dolgencorp, LLC d/b/a
Dollar General

Dated: December 10, 2025

EXHIBIT A

Your claim must be
submitted online or
received by:
_____, 2025

IN THE SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, MIDDLESEX COUNTY

JENNIFER BRAUN v. Dolgencorp, LLC d/b/a Dollar General.
CASE NO. MID-L-00950-25

www._____.com

CLAIM FORM

DG

GENERAL INSTRUCTIONS

PLEASE FULLY COMPLETE THIS CLAIM FORM. COMPLETE AND CORRECT INFORMATION IS REQUIRED TO PROCESS YOUR CLAIM. If you have any questions about how to complete this form, visit the Settlement Website at _____ or email _____.

To make a Claim under the Settlement, you must complete and return this Claim Form. Completed Claim Forms can either be mailed to the Settlement Administrators at [address] or submitted the Settlement Website, [insert website address]. **Claim Forms must be received or electronically submitted by 11:59 pm Eastern Time on [date] to be considered timely.** The information submitted will not be disclosed to anyone other than the Court, the Settlement Administrator, and the Parties and their counsel in this case, and will be used only for purposes of administering this Settlement.

Please note that all capitalized terms herein are defined in the Settlement Agreement which can be found at the Settlement Website.

CRITERIA FOR APPROVED VALID CLAIMS

To qualify for a monetary payment, a claimant must either (1) provide proof of a contemporaneously-submitted complaint during the Class Period to a governmental entity or to Dollar General referencing a price overcharge on a specific product where Dollar General has not issued the claimant a refund for that overcharge or (2) provide proof of a price overcharge during the Class Period that has been specifically documented by the claimant via objective, contemporaneous evidence (such as with photos).

“Contemporaneously-submitted complaint” means a complaint submitted to a governmental entity or to Dollar General within thirty (30) days of the alleged price overcharge that references a specific item and a specific amount of a price discrepancy.

“Governmental entity” means a local, state, or federal government agency.

“Contemporaneous evidence” means evidence that was collected/created by the claimant at the time of the price overcharge.

Allegations of a price overcharge where the claimant did not actually purchase the product at issue are not eligible for compensation.

Claims that meet the aforementioned criteria are eligible for a payment of \$10 or the amount of the actual overcharge (whichever is higher) for each Approved Valid Claim, up to a maximum Household recover of \$20, or the total of the amount of the actual overcharges (whichever is higher).

For each Approved Valid Claim, the Settlement Administrator will issue a payment. In the event two Settlement Class Members reside in the same Household and make separate Approved Valid Claims, each shall be entitled to payment of \$10 or the amount of the actual overcharge (whichever is higher). In no

Questions? Visit: www._____.com or Call: 844-XXX-XXXX

Your claim must be
submitted online or
received by:
_____, 2025

IN THE SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, MIDDLESEX COUNTY

JENNIFER BRAUN v. Dolgencorp, LLC d/b/a Dollar General.
CASE NO. MID-L-00950-25

www._____.com

CLAIM FORM

DG

event shall the maximum Household recovery exceed \$20 or the total amount of the actual overcharges (whichever is higher). In the event separate Claims are submitted by more than one Settlement Class Member residing in the same Household for the maximum recovery, only the earliest-submitted Claim that meets all of the requirements under this Settlement shall be deemed an Approved Valid Claim.

CLAIMANT INFORMATION

PLEASE LEGIBLY PRINT THE FOLLOWING INFORMATION:

*FULL LEGAL NAME (First, Middle, Last): _____

*CURRENT STREET ADDRESS: _____

*CITY, STATE ZIP: _____

DAYTIME PHONE NUMBER: _____

EVENING PHONE NUMBER: _____

EMAIL ADDRESS: _____

NOTICE ID NUMBER (if known): _____

If your name or current address differs from that which appears on the Notice, please note the name and address as it appeared on the Notice:

NAME: _____

STREET ADDRESS: _____

CITY, STATE ZIP: _____

If you qualify for monetary compensation, how would you like to receive it?

Electronically (email address required)

☐

Mailed Check

☐

Questions? Visit: www._____.com or Call: 844-XXX-XXXX

Your claim must be
submitted online or
received by:
_____, 2025

IN THE SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, MIDDLESEX COUNTY

JENNIFER BRAUN v. Dolgencorp, LLC d/b/a Dollar General.
CASE NO. MID-L-00950-25

www._____.com

CLAIM FORM

DG

Check the applicable box depending on whether your proof submission meets Option A or Option B:

Option A: Proof of a contemporaneously-submitted complaint during the Class Period to a governmental entity or to Dollar General referencing a price overcharge on a specific product where Dollar General has not issued to you a refund for the overcharge

☐

Option B: Proof of a price overcharge during the Class Period that has been specifically documented by you via objective, contemporaneous evidence (such as with photos).

☐

If submitting proof for Option A, you are required to complete the fields for Item, Price Paid and Shelf Price in the below table. If submitting proof for Option B, you are required to complete all fields in the below table.

<u>Item</u>	<u>Price Paid</u>	<u>Shelf Price</u>	<u>Location of store (street address, city, and state)</u>	<u>Date of purchase</u>

Questions? Visit: www._____.com or Call: 844-XXX-XXXX

**Your claim must be
submitted online or
received by:**
_____, 2025

**IN THE SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, MIDDLESEX COUNTY**

JENNIFER BRAUN v. Dolgencorp, LLC d/b/a Dollar General.
CASE NO. MID-L-00950-25

www._____.com

CLAIM FORM

DG

IN ORDER TO SUBMIT A VALID CLAIM FORM, YOU MUST PROVIDE YOUR SIGNATURE.

Please sign the statement below. This is required for all Claims. Unsigned Claim Forms will be rejected by the Settlement Administrator as invalid. Invalid claims will not be paid.

I swear under penalty of perjury under the laws of the United States that all of the information provided on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.

SIGNATURE:

PRINT NAME:

DATE:

EXHIBIT B

This Notice Was Authorized by
The Superior Court of New Jersey, Law Division, Middlesex County
Do not be alarmed. You are NOT being sued.

Notice of Class Action Settlement with Dollar General

Jennifer Braun v. Dolgencorp, LLC d/b/a Dollar General
Case No.: MID-L-00950-25

The Superior Court of New Jersey, Law Division, Middlesex County authorized this notice to inform you of your rights under a proposed Settlement with Dolgencorp, LLC d/b/a Dollar General (“Dollar General” or “Defendant”). Dollar General is the Defendant. You are a member of the Settlement Class.

As a member of the Settlement Class, you have three options:

- 1) File a Claim by [REDACTED]: This means you remain in the Settlement Class and will receive the settlement benefits described in this notice.
- 2) Remove yourself from the Settlement Class by [REDACTED]. This means you will not receive the settlement benefits and will not give up any claims against DG.
- 3) File an objection with the Court by [REDACTED]. An objection allows your views to be heard in Court.

What This Case Is About

A Settlement was reached in a class action where Dollar General is alleged to have discrepancies between the prices of merchandise advertised on the shelves and what customers were charged and paid at checkout and that Defendant used the same procedures in charging a higher price than advertised when selling the same and/or similar merchandise to numerous other customers in its stores. Defendant denies any wrongdoing.

What You Will Receive If You Remain in the Settlement Class

If you take no action, you will remain in the Settlement Class. Settlement Class Members who provide proof of either (1) a contemporaneously-submitted complaint during the class period to a governmental entity or to Dollar General referencing a price overcharge on a specific product that has not previously been resolved by Dollar General, or (2) a price overcharge that has been specifically documented by a customer via objective evidence are eligible for a payment of \$10 or the amount of the actual overcharge (whichever is higher) for each separate complaint about a separate price overcharge, up to two for a maximum household recovery of \$20, or the total of the amount of the actual overcharges (whichever is higher). In addition, Settlement Class Members are eligible for an “In-Store Benefit” a \$3 discount on the first \$10 of any purchase of at least \$10 (pretax), for a maximum discount of \$3 per customer, available for redemption during a 2-day window at any Dollar General store nationally. Some exclusions and limitations apply.

Questions? Visit: [www.\[REDACTED\].com](http://www.[REDACTED].com) or Call: [REDACTED]

The following pages describe in greater detail your rights, the Settlement, and the Class Action. If you have questions, you may contact the attorneys who have been appointed by the Court to represent you and the other members of the Settlement Class. See answer to Question 7 for their contact information.

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Questions? Visit: [www. \[REDACTED\] .com](http://www. [REDACTED] .com) or Call: [REDACTED]

1. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, a person or persons (the “Class Representatives” or “Plaintiffs”) sues on behalf of others who have the same claims. People with the same claims are called “Class Members”, or collectively, a “Class.” Because everyone in the Class has the same claims against the party being sued, one court can resolve the issues for everyone in the Class, except those who choose to remove themselves from the Class. In this case, Jennifer Braun, Joseph Wolf, Carmen Wolf, Lori Hartline, Sharlia Cotton, and Ryan Button are the Class Representatives.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs filed lawsuits alleging Dollar General violated various consumer protection laws in that Dollar General is alleged to have discrepancies between the prices of merchandise advertised on the shelves and what customers were charged and paid at checkout and that Defendant used the same procedures in charging a higher price than advertised when selling the same and/or similar merchandise to numerous other customers in its stores and that it is Defendant's policy and practice to charge a higher price at the register for merchandise than the price advertised on the unit price labels for the same merchandise on the shelves in Defendant's throughout the country. Defendant denies any wrongdoing.

The Defendant denies the Plaintiffs' allegations. Specifically, it is Defendant's position that Dollar General denies that this lawsuit has merit, that this litigation may proceed as a class action, and that Dollar General has a regular practice of charging customers a higher price at the cash register on various items than the price on the in-store shelves.

3. WHY DID I GET THIS NOTICE?

You received this Notice because Defendant's records show that you are a member of the proposed settlement class.

4. WHY IS THERE A SETTLEMENT?

The Class Representatives and Defendant agreed to this settlement to avoid the risk, uncertainty and expense of a trial and possible appeals, and to ensure that the affected consumers will receive money. The Class Representatives and the attorneys appointed by the Court to serve as “Class Counsel” believe that the settlement is in the best interest of all Class Members. By settling this lawsuit, Defendant does not admit any wrongdoing.

Questions? Visit: www.iasb.in or Call: 011-26109666

5. WHO IS IN THE CLASS?

The Class includes “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 motion for preliminary approval is filed.**”

6. HAS THE COURT DECIDED WHO IS RIGHT?

No. The Court has not made any determination as to which party is right.

7. WHO REPRESENTS THE CLASS IN THIS CASE?

For settlement purposes, the Court appointed the following attorneys as Interim Class Counsel or Proposed Settlement Class Counsel to represent the proposed Settlement Class:

Marc Dann, Esq. Javier Merino, Esq. Andrew Wolf, Esq. The Dann Law Firm, PC 825 Georges Road, 2 nd Floor North Brunswick, NJ 08902 Telephone: (216) 373-0539	Adam Edwards, Esq. Scott Harris, Esq. Milberg Coleman Bryson Phillips Grossman PLLC 900 W. Morgan Street Raleigh, North Carolina 27603 Telephone: (919) 600-5000
---	--

THE TERMS OF THE SETTLEMENT

8. WHAT IS THE SETTLEMENT?

In exchange for releasing certain claims against Defendant (see Question 9 below for a description of the released claims), all Class Members will receive the benefits described below.

To resolve claims of all Class Members, Settlement Class Members who provide proof of either (1) a contemporaneously-submitted complaint during the class period to a governmental entity or to Dollar General referencing a price overcharge on a specific product that has not previously been resolved by Dollar General, or (2) a price overcharge that has been specifically documented by a customer via objective, contemporaneous evidence are eligible for a payment of \$10 or the amount of the actual overcharge (whichever is higher) for each separate complaint about a separate price overcharge, up to two for a maximum household recovery of \$20, or the total of the amount of the actual overcharges (whichever is higher). In addition, Settlement Class Members are eligible for an “In-Store Benefit” a \$3 discount on the first \$10 of any purchase of at least \$10 (pretax), for a maximum discount of \$3 per customer, available for redemption during a 2-day window (excluding Saturday) at any Dollar General store nationally (the specific dates are to be determined). Limit one In-Store Benefit per Person. The In-Store Benefit will only work once, although a customer may redeem the In-Store Benefit on either of the days selected by the Parties. This In-Store Benefit cannot be combined with any other DG store coupons but can be combined with national manufacturer coupons. The In-Store Benefit excludes: phone, gift and prepaid financial cards, prepaid wireless handsets, Rug Doctor rental, propane, tobacco, alcohol, and milk

Any uncashed checks will be paid as a charitable contribution to a national food bank

Questions? Visit: [www. \[REDACTED\] .com](http://www. [REDACTED] .com) or Call: [REDACTED]

organization, with no restrictions on its use. (A *cypres* award to a charity is similar to a donation and is how leftover monies in a class action settlement fund are often distributed).

Assuming the Court approves the proposed settlement at the Final Fairness Hearing and assuming no appeal, motion for reconsideration, reargument, and/or rehearing, or petition for writ of certiorari has been filed, within 30 days after that final approval, Defendant will deposit the funds into a settlement account established and maintained by the Settlement Administrator, from which payments will be issued to Settlement Class Members.

Checks will expire 60 days after the date that they are mailed.

The Costs of Administering the Settlement

All costs and expenses associated with administering the settlement, including the Settlement Administrator's fees and costs will be paid from the Common Fund.

The Class Representatives are entitled to \$5,000 or \$7,500

The Class Representatives are entitled to a Service Award of either \$7,500 for each Class Representative that was deposed or \$5,000 per Class Representative that was not deposed. The Parties agree that the decision whether or not to award any such payment, and the amount of that payment, rests in the exclusive discretion of the Court. The Service Awards are in recognition of their efforts on behalf of the Class and to resolve their individual damage claims against Dollar General.

Class Counsel's Fees and Expenses

Class Counsel will ask the Court for attorneys' fees and reimbursement of litigation expenses of not more than 33.3% of the Total Common Fund Value. The Defendant has agreed not to take a position on Class Counsel's application for attorneys' fees and reimbursement of reasonable litigation expenses, subject to the Court's approval. Class Counsel will file a fee application with the Court prior to the date scheduled for the Fairness Hearing seeking 33.3% of the Total Common Fund Value in reasonable attorneys' fees and reimbursement of expenses incurred by Class Counsel.

The amount that Class Counsel will seek will include all costs and expenses, time already spent and time to be spent including finalizing the settlement, preparing settlement documents, drafting briefs, attending hearings, responding to and defending against any objections to the settlement and monitoring of the settlement and settlement administration. The amount set forth herein does not include any time that may be spent enforcing the terms of the Settlement Agreement or resulting from any breach of the terms of this Settlement Agreement, or from any appeals.

Further, the amount of the attorneys' fees award, plus reimbursement of reasonable litigation expenses is not part of the substantive terms of the proposed settlement and will be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the proposed settlement. Payment from the Common Fund of the attorneys' fees, plus reimbursement of reasonable litigation expenses will not reduce the benefits to the Class.

9. WHAT CLAIMS AM I RELEASING IF I REMAIN IN THE CLASS?

Persons who remain in the proposed Settlement Class will not be able to sue, or continue to sue, Defendant for claims that are the subject of this lawsuit, if you remain in the Settlement Class, you will be legally bound by all of the Orders that the Court issues and the judgments that the Court makes in the proposed Settlement. Under the Settlement Agreement, each person who remains in the

Questions? Visit: www.pearsoncmg.com or Call: 1-800-818-7243

Settlement Class will be bound by the following release of claims if the settlement is approved:

As a result of the settlement that has been approved in this matter, when this judgment becomes effective upon the final approval date, Plaintiff and each Settlement Class Member, for themselves, their heirs, successors and assigns shall have jointly and severally remised, released, acquitted and forever discharged the Released Parties from the Released Claims.

“Released Claims” shall mean any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, any manner of civil or administrative actions, injunctive relief, agreements, promises, complaints, charges, penalties, losses, controversies, costs, expenses, attorneys’ fees, and causes of action pursuant to any theory of recovery (including, but not limited to, consumer protection act claims in various states, violations of advertising regulations/statutes in various states, violations of Federal Trade Commission Act, violations of the Magnuson-Moss Warranty Act, declaratory judgment claims, common law fraud, unjust enrichment, and negligent misrepresentation claims, and any other claims that could have been brought those based in contract or tort, common law or equity, federal, foreign, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the Notice Date by all of the Releasing Parties that result from, arise out of, are based on, any allegations that Settlement Class Members at any Dollar General location nationwide were charged a higher or lower price at the register than the price of merchandise advertised at the shelves at the time of sale in Dollar General stores during the Class Period, or relate to the practices and claims that were or could have been alleged in the class action complaints filed by the Settlement Class Representatives against Defendant alleging discrepancies between the prices of merchandise advertised on Defendant’s retail shelves and what customers were charged and paid at checkout.

Notwithstanding the foregoing, the **Settlement Class Members specifically reserve the right to opt-out of the class settlement and bring separate individual suits against Defendant seeking actual damages and to dispute the amount paid at checkout for any alleged price discrepancies.** Additionally, the Released Claims specifically do not include any claims that Plaintiff, Settlement Class Representatives, and Settlement Class Members may have against any of the Released Parties for any causes of action other than arising from the Defendant’s alleged discrepancies between the prices of merchandise advertised on the shelves and what customers were charged and paid at checkout and that Defendant used the same procedures in charging a higher or lower price than advertised when selling the same and/or similar merchandise to numerous other customers in its stores and that it is Defendant’s policy and practice to charge a higher price at the register for merchandise than the price advertised on the unit price labels for the same merchandise on the shelves in Defendant’s throughout the country.

“Released Parties” shall mean Defendants Dolgencorp, LLC d/b/a Dollar General, Dollar General Corporation, and Dolgen New York, LLC d/b/a Dollar General, and each of their parent companies, related companies, direct and indirect subsidiaries, corporations, trusts, affiliates, business entities, divisions, franchisees, distributors, wholesalers, retailers, units, advertising and production agencies, licensors, and agents, and all of their past and present employees including all officers, directors, managers, contractors, members, partners, attorneys, accountants, employees, shareholders, consultants, insurers, agents, representatives, and each of their heirs, executors, administrators, beneficiaries, successors, predecessors, trustees, employee benefit plans, assigns, shareholders, investors, and each of them of any foregoing. For the avoidance of

Questions? Visit: [www. \[REDACTED\] .com](http://www. [REDACTED] .com) or Call: [REDACTED]

doubt, Released Parties shall include all Persons or entities in the stream of commerce and all other individuals and entities acting on Defendants' behalf.

You will remain in the Settlement Class and be bound by the above release unless you remove yourself from the Settlement Class, as described below. If you do not remain in the Settlement Class, you will not be releasing any claims; however, there is no guarantee that anyone who does not join the Settlement Class has any viable claims against Defendant.

YOUR RIGHTS REGARDING THE SETTLEMENT

10. HOW DO I PARTICIPATE IN THE SETTLEMENT?

You will need to file or return the claim form by [REDACTED] in order to receive a cash payment from the settlement fund.

11. HOW CAN I REMOVE MYSELF FROM (OPT OUT OF) THE CLASS?

If you don't want to give up your claims in exchange for receiving a share of the Settlement Fund under the Settlement, then you may remove yourself from the Settlement by timely completing and submitting a written opt-out request. Your opt-out notice must include: (1) Your name and address, (2) the statement "I request to be removed from the Settlement Class in the *Braun v. Dolgencorp LLC d/b/a Dollar General* Class Action Settlement." Your opt-out request must be received by the Settlement Administrator at the following address on or before [REDACTED].

Braun v Dolgencorp LLC d/b/a Dollar General
Settlement Administrator
Attn: Opt Outs
P.O. Box 58220
Philadelphia, PA 19102

If the Settlement Administrator receives your request after [REDACTED], your request shall be considered untimely and you may continue to be a member of the Settlement Class.

DO NOT SEND ANY OPT-OUT TO THE COURT

12. WHAT IF I OBJECT TO THE TERMS OF THE SETTLEMENT?

Any Class Member may appear in person or through an attorney at the Final Fairness Hearing in order to oppose the fairness, reasonableness and/or adequacy of the settlement to the extent allowed by the Court, including the payment of Class Counsel's fees, reimbursement of reasonable litigation expenses and the Class Representative's incentive award.

However, in order to oppose any of the settlement terms, you must send **written** notice to the Court that includes: (a) The case name and number of this Action; (b) The full name, address, telephone number, and email address of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel; (c) A statement that the objector personally purchased a product from a Dollar General store, from October 10, 2016, through the date of entry of Preliminary Approval Order, and that none of the exclusions listed in the definition of the Questions? Visit: [www.\[REDACTED\].com](http://www.[REDACTED].com) or Call: [REDACTED]

Settlement Class in Section 2.46 applies to the objector; (d) Any supporting papers, materials, or briefs the objector wishes the Court to consider when reviewing the objection; (e) A statement of whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (f) A statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement within the five years preceding the date that the objector files the objection, along with the caption of each case in which the objector has made such objection; (g) A statement of the specific grounds for the objection, including any legal and factual support and any evidence in support of the objection; A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel; and (h) The objector's signature.

In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether pro se or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

A Settlement Class Member may submit a written statement of objection(s) on his or her own behalf or through a lawyer hired at that Class Member's own expense, provided the Settlement Class Member has not submitted a Request to Opt-Out. Lawyers asserting objections on behalf of Settlement Class Members must: (1) file a notice of appearance with the Court by the deadline set by the Court in the Preliminary Approval Order, or as the Court otherwise may direct; (2) file a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or file (*in camera*) a copy of the contract between that lawyer and each such Settlement Class Member; and (3) comply with all of the requirements and procedures described in Section 10, including providing all information set forth in Section 10.2. Lawyers asserting objections on behalf of Settlement Class Members also must file a sworn declaration that specifies the number of times during the prior five-year period they have objected to a class action settlement on their own behalf or on behalf of a member of a class. All documents must contain a reference to *Braun v. Dolgencorp LLC d/b/a Dollar General*, Case No.: MID-L-00950-25.

Any Settlement Class Member who fails to object to the Settlement in the manner described in this Settlement Agreement and in the notice provided pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any terms of or approval of the Settlement at the Final Approval Hearing, and shall be forever barred from raising any objection to the Settlement or the terms of this Settlement Agreement by appeal or any other means, and shall be bound by its terms.

Any Settlement Class Member who submits a timely written objection is subject to deposition in accordance with Court Rules at the request of Class Counsel or Defendants' counsel, at least five (5) days prior to the Final Approval Hearing

Any written objection made by a Class Member **must** be sent to the following:

<u>The Court</u> Clerk of Court Superior Court of New Jersey Law Division – Middlesex County 56 Paterson Street New Brunswick, NJ 08903	<u>Counsel for Defendant</u> Trent Taylor McGuireWoods LLP Gateway Plaza 800 East Canal Street Richmond, VA 23219-3916
<u>Class Counsel</u> Adam Edwards, Esq. Scott Harris, Esq. Milberg Coleman Bryson Phillips Grossman PLLC 900 W. Morgan Street Raleigh, North Carolina 27603	<u>Class Counsel</u> Marc Dann, Esq. Javier Merino, Esq. Andrew Wolf, Esq. The Dann Law Firm, PC 825 Georges Road, 2nd Floor North Brunswick, NJ 08902 Telephone: (216) 373-0539

Your written objection and supporting documentation must be received by the Court, Class Counsel and Counsel for Defendant by [REDACTED].

13. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO AND REMOVING MYSELF FROM (OPTING OUT OF) THE SETTLEMENT?

By objecting, you tell the Court that you want to remain in the Class, but that you disagree with the settlement. **You can object only if you remain in the Class. You may not object first and remove yourself (opt out) later.**

Removing yourself (opting out) is telling the Court that you do not want to be part of the Class and do not wish to participate in the settlement. **If you remove yourself (opt out), you cannot object.** Once you remove yourself from (opt out of) the Class, the case no longer affects you.

14. WHAT WILL HAPPEN AT THE FINAL FAIRNESS HEARING?

At the Final Fairness Hearing, the Court will decide whether or not the settlement is fair, reasonable and adequate, and also whether or not payment of the Class Representative incentive award should be approved. If there are objections, the Court may consider them. The Court will also decide, either at the Final Fairness Hearing or at a subsequent hearing, whether or not payment of Class Counsel's fees and reimbursement of Class Counsel's expenses and costs should be approved.

The Final Fairness Hearing is presently scheduled for [REDACTED], Superior Court of New Jersey, Law Division – Middlesex County which is located at 56 Paterson Street, New Brunswick, NJ 08903

Unless you wish to object to the proposed settlement, you are not required to attend the Final Fairness Hearing. You are welcome to attend at your own expense. The Court may adjourn the Final Fairness Hearing without further written notice to Settlement Class Members.

Questions? Visit: [www.\[REDACTED\].com](http://www.[REDACTED].com) or Call: [REDACTED]

ADDITIONAL INFORMATION

15. WHAT IF MY ADDRESS OR PHONE NUMBER CHANGES?

If your address or phone number has changed, or changes in the future, you should send your new address and telephone number to the Settlement Administrator at the address listed in the answer to Question 11 above. You may also contact the Settlement Administrator by calling [REDACTED] or sending an e-mail to: info@[REDACTED].com

16. WHERE CAN I GET MORE DETAILS ABOUT THE CASE?

You may obtain copies of the Complaint and other documents filed in this lawsuit during regular business hours from the Clerk of Court for the Superior Court of New Jersey Law Division – Middlesex County, 56 Paterson Street, New Brunswick, NJ 08903. The Clerk of Court Phone Number is 732-645-4300. You will need to provide the name of the lawsuit and the docket number: *Braun v. Dolgencorp LLC d/b/a Dollar General*, Case No.: MID-L-00950-25.

You may also obtain information by contacting Class Counsel or the Settlement Administrator at the numbers identified in Questions 7 and 11.

Do not contact the Court for legal questions or advice.

Questions? Visit: [www.\[REDACTED\].com](http://www.[REDACTED].com) or Call: [REDACTED]

EXHIBIT C

Notice of Class Action Settlement
with *Dolgencorp LLC d/b/a*
Dollar General

Braun v. Dolgencorp LLC d/b/a
Dollar General

Case No.: MID-L-00950-25
Superior Court of New Jersey

This Notice Was Authorized by the
Superior Court of New Jersey
Law Division-Middlesex County

Do not be alarmed.

You are NOT being sued.

To: 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], you are entitled to submit a claim for monetary compensation under a class action settlement.

DG Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

NOTICE ID: «NOTICE ID»
«FIRST NAME» «LAST NAME»
«ADDRESS»
«ADDRESS»

Jennifer Braun et al. v. Dolgencorp LLC
d/b/a Dollar General
Case No. MID-L-00950-25
CLAIM FORM

«Barcode»

WHO IS A CLASS MEMBER? The Class includes “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.]” You are receiving this Notice because Defendant’s records show that you have previously shopped at Dollar General stores and may be a member of the proposed settlement class.

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS? To resolve claims of all Class Members, Settlement Class Members who provide proof of either (1) a contemporaneously-submitted complaint during the class period to a governmental entity or to Dollar General referencing a price overcharge on a specific product where Dollar General has not issued a refund for the overcharge, or (2) a price overcharge during the class period that has been specifically documented by a customer via objective, contemporaneous evidence (such as with photos) are eligible for a payment of \$10 or the amount of the actual overcharge (whichever is higher) for each separate documented instance about a separate price overcharge, up to two for a maximum household recovery of \$20, or the total of the amount of the actual overcharges (whichever is higher). In addition, Settlement Class Members are eligible for an “In-Store Benefit” equal to a \$3 discount on the first \$10 of any purchase of at least \$10 (pretax), for a maximum discount of \$3 per customer, available for redemption during a consecutive 2-day window (excluding Saturday) at any Dollar General store nationally (the specific dates are to be determined), subject to limitations and exclusions.. For more information about the terms of the Settlement, including the claims you are releasing by remaining in the Class, please visit www. .com (“Settlement Website”). Please note that all capitalized terms herein are defined in the Settlement Agreement which can be found at the Settlement Website.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form: To qualify for a monetary payment you must timely submit a Claim via US Mail or timely complete and submit a Claim online at www. .com. Your Claim must be received or submitted online no later than . **Opt-Out:** You may remove yourself from the Settlement by timely completing and submitting a written opt-out, and keep your right to sue about the claims in the lawsuit. However, you give up any claim for a monetary payment. Your written request for exclusion must be mailed and received by the Settlement Administrator no later than . If you do not exclude yourself, you will be bound by the Settlement and give up your right to sue regarding the settled claims. **Object:** If you do not exclude yourself, you have the right to object to the Settlement and tell the Court why you don’t like it. Written objections must be signed and mailed so it is received no later than . Please visit the Settlement Website for more details on excluding yourself from or objecting to the Settlement.

Do Nothing. If you do nothing, you will not receive a monetary payment and will lose the right to sue regarding any issues relating to this action. However, you will still be eligible for the In-Store Benefit. You will be bound by the Court’s decisions because this is a conditionally certified class action.

WHO REPRESENTS THE CLASS? For settlement purposes, the Court appointed the following attorneys as Interim Class Counsel to represent the proposed Settlement Class: Marc Dann, Esq. and Javier Merino, Esq. from The Dann Law Firm, PC and Adam Edwards, Esq. and Scott Harris, Esq. from Milberg Coleman Bryson Phillips Grossman PLLC. Class Counsel will ask the Court for an Attorneys’ Fees and Reimbursement of Expenses

Award in the amount of 33.3% of the Total Settlement Value. Class Counsel will file an application for an Attorneys' Fees and Reimbursement of Expenses Award with the Court prior to the date scheduled for the Fairness Hearing seeking 33.3% of the Total Settlement Value. This application will be posted on the Settlement Website.

WHEN IS THE FINAL FAIRNESS HEARING? The Final Fairness Hearing is presently scheduled for [REDACTED], or as soon thereafter as the matter may be heard, Superior Court of New Jersey, Law Division – Middlesex County which is located at 56 Paterson Street, New Brunswick, NJ 08903. At the Final Fairness Hearing, the Court will decide whether or not the settlement is fair, reasonable and adequate, whether to award Class Counsel attorneys' fees and expenses are described above, and also whether or not payment of the Class Representatives' Service Awards should be approved. If there are objections, the Court may consider them. Claims will only be paid if the Settlement is approved and all appeals are resolved.

HOW CAN I GET ADDITIONAL INFORMATION? This notice is only a summary. For additional information, please visit [www.\[REDACTED\].com](http://www.[REDACTED].com).

Business
Reply Mail

DG Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EXHIBIT D

Email From Name: DG Settlement Administrator

From Email: DoNotReply@ .com

Email Subject Line: Notice of Class Action Settlement with Dolgencorp LLC d/b/a Dollar General.

Notice of Class Action Settlement with Dolgencorp LLC d/b/a Dollar General

Jennifer Braun et al. v. Dolgencorp LLC d/b/a Dollar General

Case No. MID-L-00950-25

Superior Court of New Jersey

This Notice Was Authorized by the Superior Court of New Jersey, Law Division Middlesex County

Do not be alarmed. You are NOT being sued.

To: 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], you are entitled to submit a claim for monetary compensation under a class action settlement.

WHO IS A CLASS MEMBER?

The Class includes “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.]” You are receiving this Notice because Defendant’s records show that you have previously shopped at Dollar General stores and may be a member of the proposed settlement class.

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

To resolve claims of all Class Members, Settlement Class Members who provide proof of either (1) a contemporaneously-submitted complaint during the class period to a governmental entity or to Dollar General referencing a price overcharge on a specific product where Dollar General has not issued a refund for the overcharge, or (2) a price overcharge during the class period that has been specifically documented by a customer via objective, contemporaneous evidence (such as with photos) are eligible for a payment of \$10 or the amount of the actual overcharge (whichever is higher) for each separate documented instance about a separate price overcharge, up to two for a maximum household recovery of \$20, or the total of the amount of the actual overcharges (whichever is higher). In addition, Settlement Class Members are eligible for an “In-Store Benefit” equal to a \$3 discount on the first \$10 of any purchase of at least \$10 (pretax), for a maximum discount of \$3 per customer, available for redemption during a consecutive 2-day window (excluding Saturday) at any Dollar General store nationally (the specific dates are to be determined), subject to limitations and exclusions. For more information about the terms of the Settlement, including the claims you are releasing by remaining in the Class, please visit www. .com (“Settlement Website”). **Please note that all capitalized terms herein are defined in the Settlement Agreement which can be found at the Settlement Website.**

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form: To qualify for a monetary payment, you must timely submit a Claim via US Mail or timely complete and submit a Claim online at www. .com. Your Claim must be received or submitted online no later than .

Opt-Out: You may remove yourself from the Settlement by timely completing and submitting a written opt-out, and keep your right to sue about the claims in the lawsuit. However, you give up any claim for a monetary payment. Your written request for exclusion must be mailed and/or received by the Settlement Administrator no later than . If you do not exclude yourself, you will be bound by the Settlement and give up your right to sue regarding the settled claims.

Object: If you do not exclude yourself, you have the right to object to the Settlement and tell the Court why you don't like it. Written objections must be signed and mailed so it is received no later than .

Please visit the Settlement Website for more details on excluding yourself from or objecting to the Settlement.

Do Nothing. If you do nothing, you will not receive a monetary payment and will lose the right to sue regarding any issues relating to this action. However, you will still be eligible for the In-Store Benefit. You will be bound by the Court's decisions because this is a conditionally certified class action.

WHO REPRESENTS THE CLASS?

For settlement purposes, the Court appointed the following attorneys as Class Counsel or Proposed Settlement Class Counsel to represent the proposed Settlement Class: Marc Dann, Esq. and Javier Merino, Esq. from The Dann Law Firm, PC. and Adam Edwards, Esq. and Scott Harris, Esq. from Milberg Coleman Bryson Phillips Grossman PLLC. Class Counsel will ask the Court for an Attorneys' Fees and Reimbursement of Expenses Award in the amount of 33.3% of the Total Settlement Value. The Defendant has agreed to take no position with respect to the Attorneys' Fees and Reimbursement of Expenses Award, but may respond to Court inquiries. Class Counsel will file an application an Attorneys' Fees and Reimbursement of Expenses Award with the Court prior to the date scheduled for the Fairness Hearing seeking 33.3% of the Total Settlement Value. This application will be posted on the Settlement Website..

WHEN IS THE FINAL FAIRNESS HEARING?

The Final Fairness Hearing is presently scheduled for , **or as soon thereafter as the matter may be heard**, Superior Court of New Jersey, Law Division – Middlesex County which is located at 56 Paterson Street, New Brunswick, NJ 08903. At the Final Fairness Hearing, the Court will decide whether or not the settlement is fair, reasonable and adequate, whether to award Class Counsel attorneys' fees and expenses as described above, and also whether or not payment of the Settlement Class Representatives' Service Awards should be approved. If there are objections, the Court may consider them. Claims will only be paid if the Settlement is approved and all appeals are resolved.

HOW CAN I GET ADDITIONAL INFORMATION?

This notice is only a summary. For additional information, please visit www. .com.

EXHIBIT E

Javier L. Merino (NJ Atty. ID #078112014)

Marc Dann*

THE DANN LAW FIRM, PC

825 Georges Road, 2nd Floor

North Brunswick, NJ 08902

Phone: (201) 355-3440

Fax: (216) 373-0536

Email: jmerino@dannlaw.com

mdann@dannlaw.com

Adam Edwards*

MILBERG COLEMAN BRYSON

PHILLIPS GROSSMAN, PLLC

800 S. Gay Street, Suite 1100

Knoxville, TN 37929

Phone: (865) 247-0080

Email: aedwards@milberg.com

Scott Harris*

BRYSON HARRIS SUCIU DEMAY, PLLC

900 W. Morgan Street

Raleigh, NC 27603

Email: sharris@brysonpllc.com

** Admitted Pro Hac Vice*

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 Suciu 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 [REDACTED] 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: _____

HON. ANA C. VISCOMI, J.S.C.

EXHIBIT F

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** Admitted Pro Hac Vice*

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

**FINAL ORDER APPROVING
CLASS ACTION SETTLEMENT**

FINAL ORDER AND JUDGMENT
FINALLY APPROVING CLASS SETTLEMENT AND
AWARDING ATTORNEYS' FEES & COSTS AND SERVICE AWARDS

THIS MATTER having come before the Court on the Parties' Joint Motion for Final Approval of Class Action Settlement, the Court having reviewed in detail and considered the Motion, Memorandum in Support, Plaintiff's Motion for Attorney's Fees and Reimbursement of

Expenses Award and Service Awards for Settlement Class Representatives, 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, oral arguments of counsel presented to the Court, and for good cause appearing, the Court being fully advised finds the following:

On _____, the Court held a hearing and was satisfied as to the fairness, reasonableness, and adequacy of the Settlement, and the fairness and reasonableness of the application for Attorney’s Fees and Reimbursement of Expenses Award and Service Awards provided herein. Therefore, the Court, having considered the supporting materials submitted including the supporting memorandum and affidavit, discussions with counsel during the hearing, and other appropriate matters of record, concludes that good cause exists to grant Final Approval of the Settlement. Therefore, the Court GRANTS Final Approval, APPROVES the Settlement, APPROVES the Attorney’s Fees and Reimbursement of Expenses Award, and APPROVES the Service Awards to the named Plaintiff Jennifer Braun and Settlement Class Representatives Joseph Wolf, Carmen Wolf, Sharlia Cotton, Ryan Button and Lori Hartline. The grounds supporting these rulings follow.

BACKGROUND

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 that violations alleged in the Class Action Complaint.

5. Through this and the other Litigation referred to in the Settlement Agreement, the Parties engaged in vigorous discovery, which included written discovery, document review, and depositions.

6. As a result of arm’s-length negotiations between Class Counsel and Defense 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.

7. At the end of the mediation, the Parties reached an agreement on all material terms which was memorialized in a Term Sheet.

8. The Parties did not discuss attorneys' fees, expenses, or service awards until after all other material terms were agreed to.

9. The Parties thereafter drafted formal settlement documents to resolve all claims brought on behalf of Plaintiff, Settlement Class Representatives, and those similarly situated.

10. Over the next months, during the finalization of the Settlement Agreement, Class Counsel and counsel for Defendant engaged in numerous emails and discussions back and forth regarding the Settlement Agreement.

11. The Parties subsequently reached an accord on a **thirty-six (36)** page formal Class Action Settlement Agreement and Release, fully executed on the ____ day of _____ 2025.

12. In addition to the Settlement Agreement, the Parties worked towards drafting, negotiating, and finalizing the long form, post card and email notices to the Class, the proposed orders on preliminary approval and final approval, and website.

13. On _____, this Court held a hearing attended by Class Counsel and Defense Counsel in which it entered an Order preliminarily approving the Settlement, filed _____.

14. Pursuant to the plan approved by the Court, the Settlement Administrator, **[Settlement Admin]**, caused Notice to be disseminated to the class.

15. Any objections and any Requests to Opt-Out were to be submitted within 60 days of the Notice Date, and the Fairness Hearing was scheduled for _____.

16. All individuals who wished to submit a valid and timely Request to Opt-Out, objections, and notices of intent to appear were instructed to send such documents to the Settlement Administrator, Class Counsel, and/or Defense Counsel.

17. The information in the Preliminary Approval Order was posted to the website created for Settlement Class Members, www. .com. Additionally, all deadlines were updated on the website and information was provided concerning how Settlement Class Members could attend the Fairness Hearing.

SETTLEMENT TERMS

18. The Settlement Agreement provides for both Monetary Relief and Injunctive Relief. The Monetary Relief comprises a Common Fund in the amount of \$8.5 million, and any Leftover Funds remaining in the Common Fund after the Claims Period will be converted and used for the In-Store Benefit. The Injunctive Relief will provide value of no less than \$6.5 million. From the Common Fund, the Settlement Administrator will pay the costs of administration and notice estimated to be (\$XXXX), and subject to Court approval, an Attorney's Fees and Reimbursement of Expenses Award (33.3% of the Total Settlement Value) and Service Awards of \$7,500 for each Class Representative that was deposed (Wolfs) and \$5,000 for each r Class Representative that was not deposed (Braun, Button, Cotton and Hartline). The Common Fund and Injunctive Relief combined equal a Total Settlement Value of \$15 million.

19. As described in the Settlement Agreement, for Settlement purposes only, the Court preliminarily approved one Settlement Class as defined below:

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].

Pursuant to the terms of the Settlement, the Settlement Class Members are able to submit a Claim for a payment from the Common Fund that requires proof of either (1) a contemporaneously-submitted complaint during the Class Period to a governmental entity or to Defendants referencing a price overcharge on a specific product that has not previously been resolved by Dollar General, or (2) a price overcharge that has been specifically documented by a customer via objective, contemporaneous evidence (such as with photos). For the avoidance of doubt, “contemporaneously-submitted complaint” means a complaint submitted to a governmental entity or to Defendants within thirty (30) days of the alleged price overcharge that references a specific item and a specific amount of a price discrepancy. For the avoidance of doubt, “governmental entity” means a local, state, or federal government agency. For the avoidance of doubt, “contemporaneous evidence” means evidence that was collected/created by the customer at the time of the price overcharge. Allegations of a price overcharge where the Person did not actually purchase the product at issue are not eligible for compensation.

20. Settlement Class Members must submit documentation electronically, or via mail along with the Claim Form. Settlement Class Members who meet the aforementioned criteria are eligible for a payment of \$10 or the amount of the actual overcharge (whichever is higher) for each Approved Valid Claim, up to a maximum household recovery of \$20, or the total of the amount of the actual overcharges (whichever is higher).

21. For each Approved Valid Claim, the Settlement Administrator will issue a payment. In the event two Settlement Class Members reside in the same Household and make separate Approved Valid Claims, each shall be entitled to a payment of \$10 or the amount of the actual overcharge (whichever is higher). In no event shall the maximum Household recovery exceed \$20 or the total amount of the actual overcharges (whichever is higher). In the event separate Claims are submitted by more than one Settlement Class Member residing in the same Household for the

maximum recovery, only the earliest-submitted Claim that meets all of the requirements under this Settlement shall be deemed an Approved Valid Claim.

22. In addition, Settlement Class Members can receive an In-Store Benefit that is a \$3 discount on the first \$10 of any purchase of at least \$10 (pretax), for a maximum discount of \$3 per customer, available for redemption during a consecutive 2-day window (excluding Saturday) at any Dollar General store nationally (the specific dates are to be determined). Limit one In-Store Benefit per person. The In-Store Benefit will only work once, although a customer may redeem the In-Store Benefit on either of the days selected by the Parties. Subject to the terms and conditions applicable to other coupon offers as well as Dollar General's existing Coupon Policy, this In-Store Benefit cannot be combined with any other Dollar General store coupons but can be combined with national manufacturer coupons. The In-Store Benefit excludes: phone, gift and prepaid financial cards, prepaid wireless handsets, Rug Doctor rental, propane, tobacco, alcohol, and milk. Customers can register for the In-Store Benefit through a myDG account by providing name, phone number and email address. The exact process by which a customer can obtain benefits without signing up for the myDG App will be determined through consultation with the selected Settlement Administrator and with the consent of the Parties

23. The Parties agreed to enhanced notice as to the In-Store Benefit by utilizing a process known as "auto-clipping." "Auto-clipping" means that for those customers who have a myDG account, the In-Store Benefit will automatically appear in their myDG wallet, and it will automatically be applied to such customers' transaction at the register, assuming the customer enters the customer's phone number that is associated with the customer's myDG account when completing the customer's purchase transaction, regardless of whether the customer is even aware of the In-Store Benefit. Enhanced notice will also include some type of notice that is broadcast

over the Dollar General radio network that plays in approximately 3900 stores. Dollar General will also consider other types of enhanced notice that may be available, subject to feasibility, cost, and negotiations with Plaintiffs' counsel and the Settlement Administrator.

24. In the unlikely event that the funds in the Common Fund are not exhausted after the payment of Claims, the costs of notice & administration, Service Awards, and Attorneys' Fees and Reimbursement of Expenses Award, if any, and the In-Store Benefit has run, then the funds left over shall be donated to an approved cy pres. The Parties have agreed that the cy pres will be a national food bank organization mutually agreed to by the Parties.

25. As of _____, there were _____ claims made.

26. Because not all funds in the Common Fund were exhausted as a result of Settlement Class Member's Approved Valid Claims, the remaining funds will be used by Defendants for the In-Store Benefit.

APPROVAL OF CLASS NOTICE

27. The Settlement Class has been notified of the Settlement pursuant to the Notice Plan approved by the Court. After having reviewed the Post-Notice Affidavit of _____, with the Settlement Administrator, [Settlement Admin], which was responsible for carrying out the Notice Plan, the Court hereby finds that the notice was accomplished in accordance with the Court's directive.

28. The Court further finds that the Notice Plan constituted the best practicable notice to the Class under the circumstances and fully satisfies the requirements of Rule 4:32-2, New Jersey Rules of Court, due process and applicable law, and it is further determined that all Settlement Class Members are bound by the Final Order and Judgment herein.

APPROVAL OF THE SETTLEMENT

29. The Court finds that the Parties' Settlement is fair, reasonable and adequate in accordance with Rule 4:32-2; was reached at arm's length, without collusion or fraud; and satisfies all of the requirements for final approval.

30. The Court has considered the complexity, expense and likely duration of the litigation if the Settlement is not approved; the odds of the Plaintiff succeeding at trial balanced by the risks of continued litigation; the range of possible recovery if the case is tried; the opinions of Class Counsel and the Settlement Class Representatives; and the degree of opposition to the Settlement.

31. The Court recognizes that no Settlement Class Member objected to the Settlement, and no Settlement Class Member has opted-out of the settlement or has submitted a valid and timely Request to Opt-Out.

32. In light of the same, the Settlement is finally approved, and the Parties are directed to consummate the Settlement in accordance with its terms.

CERTIFICATION OF THE SETTLEMENT CLASS

33. The Court reaffirms the Class, Class Counsel and Settlement Class Representatives as set forth above, in the Preliminary Approval Order and in the Settlement Agreement defined 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.

34. 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].

35. Based on the record before the Court, the Court hereby finds that the Plaintiff and Settlement Class Representatives are adequate representatives of the Settlement Class.

36. In so holding, the Court finds that the prerequisites of Rule 4:32-1 have been satisfied for certification of the Settlement Class: the Settlement Class, which contains many members, is so numerous that joinder of all members is impracticable; there are questions of law and fact common to the Settlement Class; the claims of the Settlement Class Representatives in the Litigation are typical of the claims of the Settlement Class; the Settlement Class Representatives and Class Counsel have and will adequately and fairly protect the interests of the Settlement Class with regard to the claims of the Settlement Class; and common questions of law and fact predominate over questions affecting only individual Settlement Class Members.

37. In making all of the foregoing findings, the Court has exercised its discretion in certifying the Settlement Class.

ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES AWARD

38. The Settlement provides Class Counsel may apply for an Attorneys' Fees and Reimbursement of Expenses Award (33.3% of the Total Settlement Value) subject to the approval of the Court. This amount was negotiated only after the substantive terms of the Settlement were agreed upon. The enforceability of the Settlement was not contingent upon this amount being awarded.

39. "The trial court's role is to approve or reject the proposed settlement in its entirety as written and the court may not revise or amend particular provisions." *Matter of Twp. of Bordentown*, 471 N.J. Super. 196, 217 (App. Div. 2022)

40. While a court may not modify a contractual attorney's fees arrangement reached in a settlement of a Rule 4:32-1 class action, it nevertheless must review the fees sought for reasonableness and must approve any fees paid by way of settlement.

41. "In general, allowances are payable from a 'fund' when it would be unfair to saddle the full cost upon a litigant for the reason that the litigant is doing more than merely advancing his own interests. Thus, for example, when there are classes of claimants to the fund and the services redound to the benefit of others as well, it is fair that all contribute to the cost by a charge against the subject matter . . . Where the litigant creates a fund which will benefit others, again it is just that the fund be charged." *Tabaac v. City of Atl. City*, 174 N.J. Super. 519, 538 (Law. Div. 1980) (quoting *Sunset Beach Amusement Corp. v. Belk*, 33 N.J. 162, 162 A.2d 834 (1960)).

42. "A court may consider two different methods for determining class action fees: the lodestar method and the percentage of recovery method . . . The ultimate choice of methodology rests within the court's discretion." *Sutter v. Horizon Blue Cross Blue Shield of New Jersey*, 406 N.J. Super. 86, 103–04 (App. Div. 2009).

43. Here, the Parties agreed that Class Counsel could apply to the Court for an Attorneys' Fees and Reimbursement of Expenses Award up to 33.3% of the Total Settlement Value, which is \$5,000,000.

44. The percentage of recovery method is most appropriate here. Under the percentage of recovery or common fund method, "a court must (1) value the proposed settlement and (2) decide what percentage of the proposed settlement should be awarded as attorneys' fees." *Id.* at 105 (quoting *In re AremisSoft Corp. Sec. Litig.*, 210 F.R.D. 109, 129 (D.N.J. 2002)).

45. Here the Court finds the value of the Settlement to be not less than \$15,000,000. Of that, Class Counsel are seeking 33.3% of the Total Settlement Value for attorney's fees and reimbursement of reasonable litigation expenses, which is \$5,000,000.

46. "Percentages awarded have varied considerably, but most fees appear to fall in the range of nineteen to forty-five percent." *In re Ikon Office Sols., Inc., Sec. Litig.*, 194 F.R.D. 166, 194 (E.D. Pa. 2000). Accordingly, the issue before the Court is whether Class Counsel's request for 33.3% of the Total Settlement Value in attorneys' fees, plus reimbursement of reasonable litigation expenses is reasonable.

47. Fee awards of 1/3rd of the settlement fund are objectively reasonable and "falls well within the acceptable range." *In re AremisSoft Corp. Sec. Litig.*, 210 F.R.D. 109, 134 (D.N.J. 2002).

48. This Action settled after the filing of multiple complaints in the Litigation in various states, discovery into the complex issues in the cases, and after mediation.

49. Class Counsel's Attorneys' Fees and Reimbursement of Expenses Award request amounts to less than 1/3rd of the Total Settlement Value, and this is within the range of reasonable fees and costs in this State.

50. As a lodestar cross-check with respect to 1/3rd of the Total Settlement Value, Class Counsel's attorney's fees plus reimbursement of reasonable litigation expenses reflect fees across the Litigation exceeding \$_____ and expenses of about \$_____.

51. The Court finds these fees and expenses were reasonable and necessarily incurred on behalf of the Settlement Class as to travel, motions, discovery, and depositions.

52. In addition, the Affidavit of Class Counsel supports the work performed by the Parties in seeking to resolve this litigation. Since the request for Attorneys' Fees and

Reimbursement of Expenses Award is unopposed by Defendant, Class Counsel have provided sufficient information and evidence to establish the reasonableness of their fee and expenses request under *AremisSoft* and other relevant New Jersey case law submitted in their briefing.

53. Class Counsel worked comprehensively and extensively for years on the Litigation and anticipate working more to effectuate the Settlement and assist Settlement Class Members in receiving the settlement benefits.

54. Class Counsel provided sufficient information to establish their experience, skill, and ability to successfully conduct complex litigation. The skill and labor required to litigate this action for two years, through discovery, also favorably weighs in Class Counsel's favor.

55. After carefully reviewing the foregoing, the Court finds, in its discretion, that \$5,000,000 is reasonable for Class Counsel's attorney's fees and reasonable litigation expenses.

56. Accordingly, the Court GRANTS Class Counsel \$5,000,000 in attorneys' fees and reasonable litigation expenses. This amount will be paid in accordance with the Parties' Settlement Agreement.

SERVICE AWARDS

57. The Settlement Agreement provides that the Settlement Administrator, subject to Court approval, will pay \$7,500 for each Class Representative that was deposed (Wolfs) and \$5,000 per Class Representative that was not deposed (Braun, Button, Cotton and Hartline).

58. The Court finds that payment of the Service Awards is appropriate in this case in light of the Settlement Class Representatives' work on behalf of the Settlement Class and that no Settlement Class Member has objected to the Service Award.

59. The Court hereby APPROVES Service Awards for Settlement Class Representatives, which shall be paid consistent with the Parties' Settlement Agreement.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, and DECREED AS FOLLOWS:

1. Pursuant to Rule 4:32-2 of New Jersey Rules of Court, the Court hereby finally approves in all respects the Settlement set forth in the Settlement Agreement, and finds that the Settlement, the Settlement Agreement, and the plan of distribution of the Settlement funds are in all respects fair, reasonable, and adequate, and are in the best interest of the Settlement Class.

2. Class Counsel is hereby awarded attorneys' fees and reasonable litigation expenses in the amount of \$5,000,000 from the Common Fund as set forth in the manner described in the Settlement Agreement, which amount the Court finds to be fair and reasonable.

3. The Court also finds to be fair and reasonable the Service Awards of \$7,500 for each Class Representative that was deposed (Wolfs) and \$5,000 per Class Representative that was not deposed (Braun, Button, Cotton and Hartline) to the Settlement Class Representatives to be paid from the Common Fund.

4. The Settlement Class Members shall release and forever discharge the Released Parties from the Released Claims.

5. By reason of the Settlement, and there being no just reason for delay, the Court hereby enters final judgment in this matter and all claims alleged are dismissed with prejudice as to the Plaintiff, all members of the Settlement Class, and the Defendants and Released Parties.

6. Upon entry of this Order, the Court adjudges that the Settlement Agreement and the above-described release of the Released Parties from the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings related to Released Claims maintained by or on behalf of Plaintiff and Settlement Class Representatives and all other Settlement Class Members who did not validly and timely exclude

themselves from the Settlement, and the Releasing Parties, as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this Final Approval Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim and as described in the Settlement Agreement.

7. Without affecting the finality of this judgment, the Court retains continuing and exclusive jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Approval Order and Judgment, to protect and effectuate this Final Approval Order and Judgment, and for any other necessary purpose.

8. The Parties shall bear their own costs except as provided by the Settlement Agreement and as ordered herein.

9. The Parties, without further approval of the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits) so long as they are consistent in all material respects with this Final Approval Order and Judgment and do not limit the rights of the Settlement Class Members.

10. It is further adjudged that the Plaintiff as Settlement Class Representative, on behalf of herself and members of the Settlement Class, shall be deemed conclusively to have compromised, settled, discharged, dismissed, and released any and all rights, claims, or causes of action against Released Parties as provided for in the Settlement Agreement.

IT IS SO ORDERED this ____ day of _____, 2025.

Superior Court Judge Presiding

EXHIBIT G

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

DECLARATION OF _____

1. I am [title] at Dollar General Corporation. I submit this Declaration in support of the Unopposed Motion for Preliminary Approval of Class Action Settlement in the class action case *Jennifer Braun v. Dolgencorp, LLC d/b/a/ Dollar General*, Case No. MID-L-00950-25 (the “Litigation”). The matters set forth below are based on my personal knowledge as well as my review of Dollar General’s official business records. If called upon, I could and would competently testify to the facts stated herein.

2. In this case, the parties agreed to a Class Action Settlement Agreement and Release (“Settlement Agreement”) of all claims, which is now pending before the Court. As part of the Settlement Agreement, Dollar General will take or has already undertaken, and will continue to implement the below Injunctive Relief following Court approval of the Settlement Agreement:

- a. Labor¹ on Tuesdays to implement price changes on store shelves;
- b. Pricing audits conducted by a third party;
- c. Labor for pricing audits conducted by district managers during store walks (or any

¹ “Labor” in this Declaration has the same definition as in the Settlement Agreement.

equivalent or similar store visit conducted by district managers);

- d. The employment of one full-time employee, or the equivalent, whose responsibilities will include tracking weights and measures inspection reports as to pricing matters and discrepancies. This employee, who may have other responsibilities, will once every two months: (A) create reporting on any failed weights and measures inspection reports received by Dollar General's Store Support Center, and (B) distribute such reporting to Dollar General's Divisional Vice President to ensure visibility as to price discrepancies.
3. The cost of this Injunctive Relief is valued at no less than \$6.5 million, and were taken, in part, as a result of the Litigation and Settlement Agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this day of , 2025

[Signature]

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$15M Dollar General Settlement Ends Class Action Lawsuit Over Alleged Price Discrepancies](#)
