

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 Sheena Bibbs, Tina Bishop, Beverly Gordon, Julian Graves, Martha Lacy, Taylor Lorimer, Sonya Mull, Vinnie Smith, Sandra Walker, and Jerome Whitney (together, “Settlement Class Representatives”), on behalf of themselves and the Settlement Class as defined below, and Defendants Family Dollar Stores of Tennessee, LLC; Family Dollar Stores of Arkansas, LLC; Family Dollar Stores of Alabama, LLC; Family Dollar Stores of Louisiana, LLC; Family Dollar Stores of Mississippi, LLC; Family Dollar Stores of Missouri, LLC; Family Dollar Services, LLC; Family Dollar, LLC (formerly Family Dollar, Inc.); Family Dollar Stores, LLC (formerly Family Dollar Stores, Inc.); Dollar Tree, Inc.; and Dollar Tree Stores, Inc. (“Defendants”). Settlement Class Representatives and Defendants (collectively, the “Parties”) enter into this Settlement Agreement to enforce a full and final settlement and dismissal of all of the constituent actions in the centralized MDL before the Honorable Sheryl H. Lipman and captioned *In re Family Dollar, Inc., Pest Infestation Litigation*, MDL 3032, Case No. 22-md-3032-SHL-TMP (W.D. Tenn.).

1. DEFINITIONS

1.1. 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.

1.2. “Action” means the multi-district class action lawsuit entitled *In re Family Dollar, Inc., Pest Infestation Litigation*, MDL 3032, Case No. 22-md-3032-SHL-TMP (W.D. Tenn.), and all constituent actions that comprise the MDL (which are listed in Appendix A). The Action shall include any and all additional federal actions that have been or may be filed, related to, and/or consolidated into the MDL.

1.3. “Affected Family Dollar Store” means a Family Dollar store in Arkansas, Alabama, Louisiana, Mississippi, Missouri, and Tennessee that was serviced by Family Dollar Services, LLC’s West Memphis Distribution Center from January 1, 2020, through February 18, 2022. Exhibit F (filed under seal) identifies the Affected Family Dollar Stores.

1.4. “Approved Claims” means those claims that are approved by the Settlement Administrator to receive a Family Dollar Gift Card.

1.5. “Attorneys’ Fees and 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 Action and the Settlement, as described in Paragraph 7.

1.6. “Claim Form” means the proof of claim and release form(s) substantially in the form attached as Exhibit E.

1.7. “Claims Submission Deadline” means the date by which Claim Forms must be postmarked or electronically submitted to be considered timely. The Claims Submission Deadline shall be thirty (30) days after the Notice Date.

1.8. “Class Counsel” means J. Gerard Stranch, IV and Sarah Sterling Aldridge, the attorneys appointed by the Court as Plaintiffs’ Co-Lead Counsel in the Action (Dkt. 45), and Charles LaDuca, an attorney appointed by the Court to the Plaintiffs’ Steering Committee (Dkt. 47). Class Counsel have any and all authority and capacity necessary to execute this Settlement Agreement and bind all of the Settlement Class Representatives who have not personally signed this Settlement Agreement, as if each of those individuals had personally executed this Settlement Agreement.

1.9. “Class Notice” means the Notice of Proposed Settlement of Class Action, substantially in the form attached as Exhibit D.

1.10. “Court” means the United States District Court for the Western District of Tennessee (Western Division), and the Judge assigned to the Action, the Honorable Sheryl H. Lipman.

1.11. “Defendants” means Family Dollar Stores of Tennessee, LLC; Family Dollar Stores of Arkansas, LLC; Family Dollar Stores of Alabama, LLC; Family Dollar Stores of Louisiana, LLC; Family Dollar Stores of Mississippi, LLC; Family Dollar Stores of Missouri, LLC; Family Dollar Services, LLC; Family Dollar, LLC (formerly Family Dollar, Inc.); Family Dollar Stores, LLC (formerly Family Dollar Stores, Inc.); Dollar Tree, Inc.; and Dollar Tree Stores,

Inc., as well as any of the aforementioned Defendants' current and former directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, divisions, branches, units, shareholders, investors, successors, predecessors, and assigns, and all other individuals and entities acting on any Defendant's behalf.

1.12. "Defense Counsel" means the law firm Gibson, Dunn & Crutcher LLP and all of Defendants' attorneys of record in the Action.

1.13. "Effective Date" means seven (7) days after which both of the following events have occurred: (1) the Final Approval Order and Final Judgment have been entered; and (2) the Final Approval Order and Final Judgment have become Final.

1.14. "Family Dollar Gift Card" means, for purposes of this Settlement Agreement, a gift card, usable at any Family Dollar store, distributed to Settlement Class Members who submit Approved Claims. The value of each Family Dollar Gift Card shall be \$25. The Family Dollar Gift Cards: (a) shall be limited to one per household; (b) may be used for the purchase of any item sold at Family Dollar stores, excluding only those purchases prohibited or restricted by state law (such as alcohol or tobacco); (c) shall be fully transferable; (d) can be used in conjunction with other promotions or discounts, including manufacturers' coupons and discounts (i.e., stackable); (e) shall have no expiration date; (f) do not require any separate purchase, or that the holder spend any of his/her own money to redeem; and (g) may be used in multiple transactions, to the extent any value remains on the Family Dollar Gift Card.

1.15. "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 Expenses Award will not in any way delay or preclude the Final Approval Order or Final Judgment from becoming Final.

1.16. "Final Approval Hearing" means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Notice Date for purposes of: (a) determining whether the Settlement should be approved as fair, reasonable, and adequate; (b) entering a Final Approval Order and Final Judgment and dismissing the Action with prejudice; (c) ruling upon an application for a Service Award by the Settlement Class Representatives; (d) ruling upon an application by Class Counsel for an Attorneys' Fees and Expenses Award; and (e) entering any final order providing for an Attorneys' Fees and Expenses Award and Service Award. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is in compliance with the provisions of 28 U.S.C. § 1715(d).

1.17. "Final Approval Motion Deadline" means the date by which Class Counsel shall file the motion seeking final approval of the Settlement. The Final Approval Motion Deadline shall be ninety (90) days after the Notice Date, such date being subject to approval or modification by the Court.

1.18. "Final Approval Order" means the order finally approving the terms of this Settlement Agreement, substantially in the form of Exhibit G.

1.19. "Final Judgment" means a judgment to be entered by the Court, pursuant to Federal Rule of Civil Procedure 58(a), dismissing the Action with prejudice, substantially in the form of Exhibit H.

1.20. "Household" means a single dwelling unit, no matter the number of natural persons residing therein.

1.21. "Notice Plan" means the plan for providing notice to the Settlement Class set forth in Exhibit B.

1.22. "Notice Date" means the first date upon which the Class Notice is disseminated.

1.23. "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 Paragraph 10 of this Settlement Agreement in order to qualify them to be able to object to the Settlement. The Objection Deadline shall be thirty (30) days after the Notice Date, such date being subject to approval or modification by the Court.

1.24. “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 Paragraph 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 thirty (30) days after the Notice Date, such date being subject to approval or modification by the Court.

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

1.26. “Person” or “Persons” includes individuals and entities.

1.27. “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 A.

1.28. “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 Paragraph 9 of this Settlement Agreement.

1.29. “Service Award(s)” means award for the Settlement Class Representatives, recognizing their contributions in the Action, that may be awarded by the Court, as set forth in Paragraph 7.4.

1.30. “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).

1.31. “Settlement Administration Protocol” means the protocol for settlement and claims administration set forth in Exhibit B.

1.32. “Settlement Administrator” means the qualified third-party selected by Defendants (with input and involvement of proposed Class Counsel) 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 agree to recommend that the Court appoint the firm Angeion Group, LLC, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, as Settlement Administrator.

1.33. “Settlement Class” includes all Persons who, from January 1, 2020, through February 18, 2022, inclusive, purchased any product from an Affected Family Dollar Store. 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 this Action, 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 request to be excluded from this Settlement as provided in Paragraph 9.

1.34. “Settlement Class Member(s)” means any and all Persons who fall within the definition of the Settlement Class and who have not timely opted out of the Settlement Class pursuant to the procedures set forth in Paragraph 9.

1.35. “Settlement Class Representatives” means Sheena Bibbs, Tina Bishop, Beverly Gordon, Julian Graves, Martha Lacy, Taylor Lorimer, Sonya Mull, Vinnie Smith, Sandra Walker, and Jerome Whitney.

1.36. “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, its remedies with a clickable table of contents; answers to frequently asked questions; a contact information page that includes the address for the Claim 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 a downloadable and online version of the Claim Form; and (5) relevant legal documents like this Settlement, the Amended Consolidated Class Action Complaint, the signed order of Preliminary Approval, notices, and (when it becomes available) Plaintiffs' application for an Attorneys' Fees and Expenses Award and/or an application for Service Awards. The website is to remain active until the later of: (a) sixty (60) days after all Family Dollar Gift Cards are distributed, or (b) sixty (60) days after the Effective Date. The URL of the Settlement Website shall be provided in the Notice Plan.

1.37. "Summary Notice" means the Summary Notice of Settlement, substantially in the form attached as Exhibit C.

1.38. "West Memphis Distribution Center" means the facility located at 1800 Family Dollar Parkway in West Memphis, Arkansas.

2. RECITALS

2.1. WHEREAS, between February 2022 and June 2022, multiple class action complaints were filed against Defendants in the United States District Courts for the Western District of Tennessee, the Southern District of Alabama, the Eastern District of Arkansas, the Western District of Louisiana, the Southern District of Mississippi, the Western District of Missouri, and the Eastern District of Virginia, as well as in the Circuit Court of Pope County, Arkansas (and subsequently removed to the Eastern District of Arkansas). Defendants have maintained that the Dollar Tree entities included in the complaints should never have been parties to this action. Beginning on June 2, 2022, these actions were centralized by the JPML in the Western District of Tennessee pursuant to 28 U.S.C. § 1407, and subsequently consolidated, under the MDL caption *In re Family Dollar Stores, Inc., Pest Infestation Litigation*, No. 2:22-md-03032-SHL-TMP (Dkt. 1).

2.2. WHEREAS, after their appointment, Settlement Class Representatives filed a Consolidated Complaint in the MDL on August 12, 2022 (Dkt. 54). The Consolidated Complaint contained allegations concerning the presence of rodents in Defendants' West Memphis Distribution Center. The Consolidated Complaint further alleged that the Affected Family Dollar

Stores lacked proper pest control and exhibited unsanitary conditions. The Consolidated Complaint asserted that, as a result of these issues, the Settlement Class Representatives and the putative class suffered economic damages and personal injury. The Consolidated Complaint brought claims against Defendants for negligence, negligence *per se*, negligent failure to warn, breach of implied warranty, unjust enrichment, fraudulent concealment and failure to disclose, violation of the Alabama Deceptive Trade Practices Act (Ala. Code § 8-19-1, et seq.), violation of the Arkansas Deceptive Trade Practice Act (Ark. Code Ann. § 4-88-101, et seq.), theft by deception (Ark. Code Ann. § 16-118-107), violation of the Louisiana Unfair Trade Practices and Consumer Protection Law (La. Rev. Stat. § 51:1401, et seq.), redhibition (La. Civ. Code Ann. Art. 2520), violation of the Mississippi Consumer Protection Act (Miss. Code Ann. § 75-24-1, et seq.), violation of the Missouri Merchandising Practices Act (Mo. Rev. Stat. § 407.101, et seq.), violation of the Tennessee Consumer Protection Act (Tenn. Code Ann. § 47-18-101, et seq.), and declaratory and injunctive relief.

2.3. WHEREAS, on September 26, 2022, Defendants filed a Motion to Dismiss Plaintiffs' Consolidated Complaint (Dkt. 77).

2.4. WHEREAS, Class Counsel filed an Amended Consolidated Complaint on October 17, 2022 (Dkt. 82) containing additional exhibits and allegations.

2.5. WHEREAS, on October 20, 2022, Defendants filed a Motion to Dismiss Plaintiffs' Amended Consolidated Complaint (Dkt. 89).

2.6. WHEREAS, on December 20, 2022, a hearing took place on the Defendants Motion to Dismiss Plaintiffs' Amended Consolidated Complaint. A ruling on the motion remained pending as of the date the Parties notified the Court of this Settlement.

2.7. WHEREAS, on November 9, 2022, the Parties engaged in a mediation session, overseen by experienced and impartial mediator, Randall W. Wulff of Wulff Quinby Sochynsky. The Parties did not reach an agreement as a result of this mediation, and instead agreed to revisit settlement discussions at a later date.

2.8. WHEREAS, Plaintiffs' counsel conducted an extensive investigation of the facts and circumstances related to the allegations in the Action, including but not limited to hiring and consulting with experts, interviewing potential witnesses, reviewing documents produced by numerous third parties and ascertained through FOIA requests.

2.9. WHEREAS, the Parties engaged in extensive discovery. Class Counsel served 18 interrogatories, 58 requests for admission, and 46 document requests on each Defendant, and Defendants responded to the written discovery and produced more than 24,000 pages of documents. Defendants also served 48 document requests upon Settlement Class Representatives which resulted in a combined total of more than 6,000 pages of documents produced. Defendants also deposed seven Settlement Class Representatives. In January 2023, Plaintiffs disclosed four experts and in February 2023, Defendants disclosed six experts. The Parties additionally participated in numerous regular monthly status conferences before the Court.

2.10. WHEREAS, on April 5, 2023, Defendants filed a Motion to Dismiss Certain Named Plaintiffs and All Claims Brought on Behalf of the Putative Classes from Alabama and Louisiana (Dkt. 136), which is pending.

2.11. WHEREAS, concurrently with the filing of this Settlement Agreement, Class Counsel will seek to dismiss named plaintiffs Dondrea Brown, Muriel Vanessa Brown, Reginald Fields, Sonya Fields, and Christine Robinson, and substitute Beverly Gordon and Sandra Walker to serve as Settlement Class Representatives. With these substitutions, there will be Settlement Class Representatives from each state with an Affected Family Dollar Store.

2.12. WHEREAS, on April 18, 2023, the Parties engaged in a second mediation session, overseen by experienced and impartial mediator, the Honorable Janice M. Holder (Ret.) of the Tennessee Academy of Mediators & Arbitrators. Justice Holder is the former Chief Justice of the Tennessee Supreme Court. As a result of this second mediation, 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 Action.

2.13. WHEREAS, Defendants vigorously dispute the claims alleged in the Action and are entering into this Settlement to avoid 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 this Action for litigation purposes, and that Settlement Class Representatives and the putative class would be entitled to any relief. Without admitting any of the allegations made in the Action or any liability whatsoever, Defendants are willing to enter into 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.

2.14. WHEREAS, Family Dollar has worked closely with the United States Food and Drug Administration to implement extensive remedial actions to prevent issues like those alleged to have occurred at the West Memphis Distribution Center from occurring in the future. These corrective actions include, for example: (a) the retention of a number of third-party consultants with expertise in food safety and regulatory compliance; (b) the implementation of more than sixty Standard Operating Procedures and associated documents addressing topics including (among others) integrated pest management, sanitation, employee training, food safety, and preventative maintenance; (c) the creation of a large food safety department; (d) the significant enhancement of compliance systems and processes throughout the organization; (e) enhanced employee training, including (among others) improved training materials, affirmative training on Standard Operating Procedures, and regularly scheduled refresher trainings on these materials; (f) the restructuring of departments, including those at corporate headquarters, as well as at the distribution center level, to increase focus on food safety, regulatory compliance, accountability, and transparency; and (g) the hiring of new executive leadership and senior-level personnel with expertise in FDA compliance and distribution operations, including the hiring of a newly-created position of Director of Food Safety and Sanitation.

2.15. WHEREAS, Class Counsel and Settlement Class Representatives believe that the claims asserted in the Action 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 Action 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.

2.16. WHEREAS, this Settlement expressly excludes and does not release any claims made by the Arkansas Attorney General in *State of Arkansas, ex rel. Leslie Rutledge, Attorney General v. Family Dollar Stores, Inc.; Dollar Tree, Inc.; Family Dollar Services, LLC; and Family Dollar Stores of Arkansas, LLC*, Case No. 60CV-22-2725, Circuit Court of Pulaski County, Arkansas, Civil Division. However, Defendants reserve all rights to raise any and all defenses to the claims raised in that case, including that monetary relief would be inappropriate given the relief provided to consumers through this Settlement.

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

2.18. 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 Action 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.

3. SETTLEMENT CLASS CERTIFICATION

3.1. For purposes of settlement only, the Parties agree to seek provisional certification of the Settlement Class, pursuant to Federal Rule of Civil Procedure 23(b)(3).

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 Final Judgment, and appointing the Settlement Class Representatives as the 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. Defendants deny the material factual allegations and legal claims asserted in the Action, including any and all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Similarly, this Settlement Agreement provides for no admission of wrongdoing or liability by any of the Released Parties.

3.4. This Settlement is entered into solely to eliminate the uncertainties, burdens, and expenses of protracted litigation. 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 this Action. Defendants' agreement to this Settlement does not constitute an admission that certification is appropriate outside of the context of this Settlement. 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 Effective Date does not occur and the Action is later litigated and certification is contested by Defendants under Rule 23 of the Federal Rules of Civil Procedure. 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.

4. SETTLEMENT CONSIDERATION

4.1. In consideration for the dismissal of the Action with prejudice and the Release provided in this Settlement Agreement, Defendants agree that Family Dollar Services, LLC will

offer Family Dollar Gift Cards pursuant to the terms of this Settlement Agreement, upon the Effective Date.

4.2. For each Approved Claim, Family Dollar Services, LLC will provide one Family Dollar Gift Card. Defendants shall not be required to provide more than one Family Dollar Gift Card per household containing a Settlement Class Member. In the event separate Claim Forms are submitted by more than one Settlement Class Member residing in the same household, only the earliest-submitted Claim Form that meets all of the requirements under this Settlement shall be deemed an Approved Claim.

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

5.1. By June 16, 2023 (Dkt. 151), 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 motion for preliminary approval of the Settlement together with the Preliminary Approval Order substantially in the form of Exhibit A. Class Counsel will share with Defendants a draft of the proposed motion for preliminary approval 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.

5.2. Until 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 Action 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. Following the entry of the Preliminary Approval Order, the 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 Rule 23 of the Federal Rules of Civil Procedure, is valid and effective, that if effectuated, it would provide reasonable notice to the Settlement Class, and that it represents the best practicable notice under the circumstances.

5.4. By the Final Approval Motion Deadline, Class Counsel shall file a motion seeking final approval of the Settlement. Class Counsel agree to share with Defendants drafts of the proposed motion seeking final approval of the Settlement no later than fourteen (14) days before it is to be filed. Unless otherwise agreed by the Parties, Class Counsel shall request entry of a Final Approval Order and Final Judgment substantially in the form of Exhibits G and H. The Final Approval Order and Final Judgment shall, among other things:

- 5.4.1 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 the venue is proper;
- 5.4.2 Finally approve this Settlement Agreement and the Settlement as fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil Procedure;
- 5.4.3 Certify the Settlement Class under Federal Rules of Civil Procedure 23(b)(3) and 23(e)(2) for purposes of settlement only;
- 5.4.4 Find that the Class Notice complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;
- 5.4.5 Incorporate the Releases set forth in this Settlement Agreement and make the Releases effective as of the Effective Date;
- 5.4.6 Authorize the Parties to implement the terms of the Settlement;

- 5.4.7 Dismiss the Action with prejudice and enter a separate judgment pursuant to Rule 58 of the Federal Rules of Civil Procedure; and
- 5.4.8 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.
- 5.4.9 Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of this Settlement Agreement, the Final Approval Order and Final Judgment, any final order approving the Attorneys' Fees and Expenses Award and Service Awards, and for any other necessary purpose (including as described in Paragraph 13.25).

6. RELEASES AND DISMISSAL OF ACTION

6.1. "Releases" mean the releases and waivers set forth in this Settlement Agreement and in the Final Approval Order and Final Judgment.

6.2. "Releasing Parties" means Settlement Class Representatives and Settlement Class Members, and each of their heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

6.3. “Released Parties” means Defendants as well as all of Defendants’ current and former directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, successors, predecessors, and assigns, and all other individuals and entities acting on Defendants’ behalf.

6.4. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order and Final Judgment in this Action shall have, fully, finally and forever released, relinquished, and discharged any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action pursuant to any theory of recovery (including, but not limited to, those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, 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, or relate to the practices and claims that were or could have been alleged in the Action (“Released Claims”) against the Released Parties.

6.5. The Released Claims shall be construed as broadly as possible to effect complete finality over this Action 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 Action.

6.6. Persons who have opted out of the Settlement by the Opt-Out Deadline do not release their claims and will not obtain any benefits of the Settlement.

6.7. 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 claims released by this Settlement Agreement. The Released Claims include known and unknown claims relating to the Action, 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 the following:

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.

6.8. 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.

6.9. Settlement Class Members expressly agree that this Release and the Final Approval Order, 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 Action, 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.

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

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

7.1. Class Counsel may apply to the Court for an Attorneys' Fees and Expenses Award of up to \$10,500,000 in attorneys' fees and in expenses, which must be approved by the Court. Family Dollar Services, LLC agrees to pay the Attorneys' Fees and Expenses Award determined by the Court, within thirty (30) days of the Effective Date.

7.2. The amount of the Attorneys' Fees and Expenses Award ordered by the Court shall be the sole monetary obligation for attorneys' fees and expenses to be paid by Defendants pursuant to this Settlement Agreement. Settlement Class Representatives, Settlement Class Members, and Class Counsel expressly release the Defendants from any such payments for attorneys' fees and costs that otherwise may be due by operation of law or otherwise.

7.3. Settlement Class Representatives, Class Counsel, and Settlement Class Members will not seek in excess of the sums specified in Paragraph 7.1, and in any event, they agree that Defendants shall not pay, nor be obligated to pay, any sum in excess of the cap amounts specified in Paragraph 7.1. In furtherance of the agreements in Paragraph 7, 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 Final 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 Final 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.

7.4. The Parties agree that Class Counsel may apply to the Court on behalf of Sheena Bibbs, Tina Bishop, Julian Graves, Martha Lacy, Taylor Lorimer, Sonya Mull, Vinnie Smith, and Jerome Whitney for an order granting a Service Award to each of them not to exceed \$5,000, and on behalf of Beverly Gordon and Sandra Walker for an order granting a Service Award to each of them not to exceed \$2,000, for their services as Settlement Class Representatives, to be paid by Family Dollar Services, LLC. 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.

7.5. The Settlement was reached as the result of a mediation conducted before Justice Holder. The Parties did not discuss service award payments or attorneys' fees and expenses while negotiating the material terms of the Settlement Agreement, and they made no 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 expenses.

7.6. In no event shall Defendants be required to pay any Attorneys' Fees and Expenses Award or any Service Award until the occurrence of the Effective Date, and the occurrence of one of the following: (1) if no appeal, motion for reconsideration, reargument and/or rehearing, or petition for writ of certiorari has been filed with respect to any judicial ruling or order regarding any Attorneys' Fees and Expenses Award or Service Award, 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 with respect to any judicial ruling or order regarding any Attorneys' Fees and Expenses Award or Service Award, 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.

8. NOTICE AND SETTLEMENT ADMINISTRATION

8.1. In fulfilling its responsibilities in providing 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 program set forth in the Notice Plan. 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. An ADA compliant internet website will be maintained by the Settlement Administrator that will provide Settlement Class Members with: (1) this Settlement, generalized information about the Settlement, its scope, its remedies with a clickable table of contents; answers to frequently asked questions; a contact information page that includes the address for the Claim 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 a downloadable and online version of the Claim Form; and (5) relevant legal documents like this Settlement, the Amended Complaint, the signed order of Preliminary Approval, notices, and (when it becomes available) Plaintiffs' application for Attorneys' Fees and Expenses and/or an application for Service Awards. The website is to remain active until after the Effective Date and distribution of all settlement benefits. The URL of the Settlement Website shall be provided in the Notice Plan.

8.3. To facilitate the distribution of notice, within fourteen (14) days of the Court's entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the e-mail addresses of those Family Dollar customers for whom Defendants have email addresses

and some objective indication that the customer lives in a trade area serviced by an Affected Family Dollar Store. The Settlement Administrator shall keep these e-mail addresses confidential.

8.4. Settlement Class Members who wish to receive a Family Dollar Gift Card will be required to submit a Claim Form. The Claim Form shall, among other things, require the Settlement Class Member to (a) certify, under penalty of perjury, that from January 1, 2020, through February 18, 2022, inclusive, they personally purchased a product from an Affected Family Dollar Store; (b) provide some confirmation that the Settlement Class Member shopped at one of the Affected Family Dollar Stores; and (c) provide an objective indication that the Settlement Class Member lives in a trade area serviced by an Affected Family Dollar Store. The Claim Forms shall be submitted to the Settlement Administrator via U.S. mail or electronically through the Settlement Website. All Claim Forms must be postmarked or electronically submitted by the Claims Submission Deadline; Claim Forms that do not meet the Claims Submission Deadline will not be Approved Claims.

8.5. The Settlement Administrator shall determine whether a submitted Claim Form meets the requirements set forth in this Settlement Agreement, pursuant to the Settlement Administration Protocol in Exhibit B. Each Claim Form shall be submitted to and reviewed by the Settlement Administrator, who shall determine whether each Claim Form shall be deemed an Approved Claim. The Settlement Administrator shall use best practices and all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, indexing all Family Dollar Gift Cards provided to the Settlement Class Members.

8.6. Claim Forms that do not meet the requirements set forth in this Settlement and/or in the Claim Form instructions shall be rejected. Where a good faith basis exists, the Settlement Administrator may reject a Claim Form for, among other reasons, the following: (a) the Claim Form fails to provide sufficient confirmation that from January 1, 2020, through February 18, 2022, inclusive, the Person submitting the Claim Form personally purchased a product from an Affected Family Dollar Store; (b) the Claim Form is not fully complete and/or signed; (c) the Claim Form is illegible; (d) the Claim Form is fraudulent; (e) the Claim Form is duplicative of

another Claim Form; (f) the Person submitting the Claim Form is not a Settlement Class Member; (g) the Person submitting the Claim Form requests that the Family Dollar Gift Card be provided to a Person other than the Settlement Class Member for whom the Claim Form is submitted¹; (h) the Claim Form does not meet the Claim Submission Deadline; (i) the Person who submitted the Claim Form lives in the same household as another Settlement Class Member who already submitted an Approved Claim; or (j) the Claim Form otherwise does not meet the requirements of this Settlement Agreement. Claim Forms 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 Claim Forms 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 Form. 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 Form 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 Form. 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 Defendant, 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.

¹ A Person who has a submitted a Claim Form which is approved by the Settlement Administrator may transfer the Family Dollar Gift Card once it is received by that Person.

8.7. 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.

8.8. As soon as reasonably possible after the Claims Submission Deadline, but no later than forty (40) 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 Claim Forms that are valid and timely, and the number that are not; (c) the number of submitted Claim Forms the Settlement Administrator intends to treat as Approved Claims; and (d) the number of submitted Claim Forms the Settlement Administrator has denied. The materials that the Settlement Administrator provides to Class Counsel pursuant to this Paragraph shall not contain the names, email addresses, mailing addresses, or other personal identifying information of the Settlement Class Members.

8.9. The Settlement Administrator will execute a confidentiality and non-disclosure agreement with Defendants and Class Counsel and will take all reasonable steps to ensure that any information provided to it 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.

8.10. All reasonable and necessary costs of the Settlement Administrator performing its duties pursuant to Paragraph 8, up to \$475,000, shall be paid by Family Dollar Services, LLC.

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.

9.2. The written Request to Opt-Out must:

- (a) Identify the case name of the 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 a product from an Affected Family Dollar Store, from January 1, 2020, through February 18, 2022; and
- (g) List the Affected Family Dollar Store(s) from which the Person seeking exclusion purchased a product from January 1, 2020 through February 18, 2022.

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 for exclusion.

9.4. Opt-out requests 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 for exclusion 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.

9.7. 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.

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 the 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 an Affected Family Dollar Store, from January 1, 2020, through February 18, 2022, and that none of the exclusions listed in the definition of the Settlement Class in Paragraph 1.33 applies to the objector;
- (d) A list of the Affected Family Dollar Store(s) from which the objector purchased a product from January 1, 2020 through February 18, 2022;
- (e) Any supporting papers, materials, or briefs the objector wishes the Court to consider when reviewing the objection;
- (f) 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;
- (g) 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;
- (h) A statement of the specific grounds for the objection, including any legal and factual support and any evidence in support of the objection;

- (i) 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
- (j) 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 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 Paragraph 10, including providing all information set forth in Paragraph 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 precluded from seeking any review of the Settlement or the terms of this Settlement Agreement by appeal or any other means.

**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 Final 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 Final 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 (or to comply with) any court order as described in this Paragraph 11.3, the Settlement Class Representatives may unanimously or 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 Paragraph 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 Paragraph 4; and/or (c) that materially change the requirements for an Approved 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 the Parties do not exercise their unilateral option to withdraw from this Settlement Agreement pursuant to this Paragraph 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. 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 Expenses or Service Awards. If the Court declines to approve, in whole or in part, a request for Attorneys' Fees or Expenses or Service Awards, 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 Expenses or Service Awards, or the amount thereof, shall be grounds for cancellation, termination, or modification of this Settlement Agreement.

11.5. Defendants may, in their sole discretion, terminate this Settlement Agreement if more than a specified number of members of the Settlement Class submit valid and timely requests to exclude themselves from the Settlement pursuant to Paragraph 9, as agreed to by the Parties and attached as Exhibit I and submitted to the Court for *in camera* review.

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 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 of the mediation (April 18, 2023);

11.6.3 The Parties will petition the Court to have any stay orders entered pursuant to this Settlement lifted;

11.6.4 Class Counsel shall return or reimburse to Defendants any attorneys' fees and costs and any service awards to Settlement Class Representatives paid by the Defendants;

11.6.5 Defendants reserve the right to challenge the certifiability of any class claims certified in the Action.

12. CAFA NOTICE PURSUANT TO 28 U.S.C. § 1715

12.1. Defendants shall serve notice of the Settlement Agreement that meets the requirements of CAFA, 28 U.S.C. § 1715, on the appropriate federal and state officials no later than ten (10) days following the filing of this Settlement Agreement with the Court.

13. MISCELLANEOUS PROVISIONS

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

13.2. 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:
J. Gerard Stranch, IV
Stranch, Jennings & Garvey PLLC
223 Rosa L. Parks Ave., Suite 200
Nashville, TN 27203

To Counsel for Defendants:

Christopher Chorba
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071

With a Copy to Defendants

Attn: Chief Legal Officer
Family Dollar Services, LLC
500 Volvo Parkway
Chesapeake, VA 23320

13.3. 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.

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

13.5. 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.

13.6. 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.

13.7. 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 Action, in any trial, civil, criminal, administrative, or other proceeding of the Action or any other action or proceeding in any court, administrative agency, or other tribunal.

13.8. The Parties to this Action or the Released Parties shall have the right to file the Settlement Agreement and/or the Final Approval Order and Final 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.

13.9. 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.

13.10. 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 constituent actions that comprise the MDL, including the claims on behalf of the Settlement Class, and that the Settlement promotes the best interests of the Settlement Class.

13.11. To the extent permitted by law, all agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

13.12. 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.

13.13. 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.

13.14. 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 Final Judgment approving the Settlement.

13.15. 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.

13.16. 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.

13.17. 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.

13.18. 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).

13.19. The Parties and their counsel agree not to make disparaging public statements about each other and/or their counsel, or related to the Settlement and/or the Action, although they are free to respond in a truthful and non-disparaging manner to inquiries regarding the Settlement and/or the Action. 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 the Action. 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 regarding the Settlement and/or Action. The settlement notice program will be facilitated exclusively by the Settlement Administrator pursuant to the Notice Plan.

13.20. The provision of the confidentiality agreement entered into with respect to the mediation process concerning this matter is waived for the limited purpose of permitting the Parties to confirm that they participated in the mediation and that the mediation process was successful.

13.21. The Settlement Class Representatives further acknowledge, agree, and understand that: (i) each has read and understands the terms of this Settlement Agreement; (ii) each has been advised in writing to consult with an attorney before executing this Settlement Agreement; and (iii) each has obtained and considered such legal counsel as they deem necessary.

13.22. All of the Parties warrant and represent that they are agreeing to the terms of this Settlement Agreement based upon the legal advice of their respective attorneys, that they have been afforded the opportunity to discuss the contents of this Settlement Agreement with their attorneys, and that the terms and conditions of this document are fully understood and voluntarily accepted.

13.23. Each Party to this Settlement Agreement warrants that they are acting upon their independent judgment and upon the advice of their counsel, and not in reliance upon any warranty or representation, express or implied, of any nature or any kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

13.24. Each 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 Representatives 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.

13.25. 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 purposes 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 Justice Holder, 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.

COUNSEL FOR THE SETTLEMENT CLASS

Date: June 16, 2023



J. Gerard Stranch, IV
BRANSETTER, STRANCH, & JENNINGS, PLLC
The Freedom Center
223 Rosa L. Parks Ave., Suite 200
Nashville, TN 27203
Tel: (615) 254-8801
gerards@bsjfirm.com

Sarah Sterling Aldridge
BARRETT LAW GROUP, P.A.
404 Court Square North
Lexington, MS 39095
Tel: (662) 834-2488
saldridge@barrettlawgroup.com

Interim Co-Lead Counsel

Charles LaDuca
Cuneo Gilbert & LaDuca, LLP
4725 Wisconsin Ave., NW, Ste. 200
Washington, DC 20016
Tel: 202-789-3960
charles@cuneolaw.com

Attorney on the Plaintiffs' Steering Committee

SETTLEMENT CLASS REPRESENTATIVES

Date: June __, 2023

Sheena Bibbs

Date: June __, 2023

Tina Bishop

COUNSEL FOR THE SETTLEMENT CLASS

Date: June __, 2023

J. Gerard Stranch, IV
BRANSETTER, STRANCH, & JENNINGS, PLLC
The Freedom Center
223 Rosa L. Parks Ave., Suite 200
Nashville, TN 27203
Tel: (615) 254-8801
gerards@bsjfirm.com

Sarah Sterling Aldridge
BARRETT LAW GROUP, P.A.
404 Court Square North
Lexington, MS 39095
Tel: (662) 834-2488
saldridge@barrettlawgroup.com

Interim Co-Lead Counsel

Charles LaDuca
Cuneo Gilbert & LaDuca, LLP
4725 Wisconsin Ave., NW, Ste. 200
Washington, DC 20016
Tel: 202-789-3960
charles@cuneolaw.com

Attorney on the Plaintiffs' Steering Committee

SETTLEMENT CLASS REPRESENTATIVES

Date: June 18, 2023

 (Signed: Sheena Bibbs, 19, 2023 07:52 CDT)

Sheena Bibbs

Date: June __, 2023

Tina Bishop

COUNSEL FOR THE SETTLEMENT CLASS

Date: June __, 2023

J. Gerard Stranch, IV
BRANSETTER, STRANCH, & JENNINGS, PLLC
The Freedom Center
223 Rosa L. Parks Ave., Suite 200
Nashville, TN 27203
Tel: (615) 254-8801
gerards@bsjfirm.com

Sarah Sterling Aldridge
BARRETT LAW GROUP, P.A.
404 Court Square North
Lexington, MS 39095
Tel: (662) 834-2488
saldridge@barrettlawgroup.com

Interim Co-Lead Counsel

Charles LaDuca
Cuneo Gilbert & LaDuca, LLP
4725 Wisconsin Ave., NW, Ste. 200
Washington, DC 20016
Tel: 202-789-3960
charles@cuneolaw.com

Attorney on the Plaintiffs' Steering Committee

SETTLEMENT CLASS REPRESENTATIVES


Date: June __, 2023

Sheena Bibbs

Date: June 19 2023


Tina Bishop

Date: June 16, 2023


Beverly Gordon (Jun 16, 2023 18:20 CDT)

Beverly Gordon

Date: June __, 2023

Julian Graves

Date: June __, 2023

Martha Lacy

Date: June __, 2023

Taylor Lorimer

Date: June __, 2023

Sonya Mull

Date: June __, 2023

Vinnie Smith

Date: June __, 2023

Sandra Walker

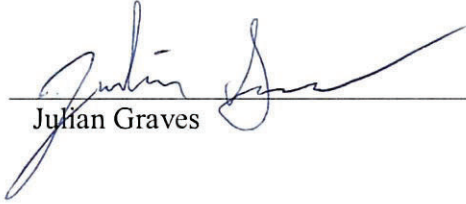
Date: June __, 2023

Jerome Whitney

Date: June __, 2023

Beverly Gordon

Date: June __, 2023



Julian Graves

Date: June __, 2023

Martha Lacy

Date: June __, 2023

Taylor Lorimer

Date: June __, 2023

Sonya Mull

Date: June __, 2023

Vinnie Smith

Date: June __, 2023

Sandra Walker

Date: June __, 2023

Jerome Whitney

Date: June __, 2023

Beverly Gordon

Date: June __, 2023

Julian Graves

Date: June __, 2023

Martha L Lacy

Martha Lacy

Date: June __, 2023

Taylor Lorimer

Date: June __, 2023

Sonya Mull

Date: June __, 2023

Vinnie Smith

Date: June __, 2023

Sandra Walker

Date: June __, 2023

Jerome Whitney

Date: June __, 2023

Beverly Gordon

Date: June __, 2023

Julian Graves

Date: June __, 2023

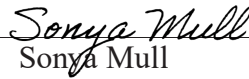
Martha Lacy

Date: June 17, 2023



Taylor Lorimer

Date: June 19, 2023

 by J. Gerard Stranch, IV

Sonya Mull with permission

Date: June __, 2023

Vinnie Smith

Date: June __, 2023

Sandra Walker

Date: June __, 2023

Jerome Whitney

Date: June __, 2023

Beverly Gordon

Date: June __, 2023

Julian Graves

Date: June __, 2023

Martha Lacy

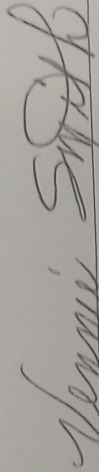
Date: June __, 2023

Taylor Lorimer

Date: June __, 2023

Sonya Mull

Date: June 16, 2023


Vinnie Smith

Date: June __, 2023

Sandra Walker

Date: June __, 2023

Jerome Whitney

Date: June __, 2023

Beverly Gordon

Date: June __, 2023

Julian Graves

Date: June __, 2023

Martha Lacy

Date: June __, 2023

Taylor Lorimer

Date: June __, 2023

Sonya Mull

Date: June __, 2023

Vinnie Smith

Date: June 17, 2023

Sandra Walker
Sandra Walker

Date: June __, 2023

Jerome Whitney

Date: June __, 2023

Beverly Gordon

Date: June __, 2023

Julian Graves

Date: June __, 2023

Martha Lacy

Date: June __, 2023

Taylor Lorimer

Date: June __, 2023

Sonya Mull

Date: June __, 2023

Vinnie Smith

Date: June __, 2023

Sandra Walker

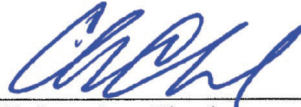
Date: June __, 2023


Jerome Whitney (Jun 18, 2023 17:00 CDT)

Jerome Whitney

COUNSEL FOR DEFENDANTS

Date: June 16, 2023




Christopher Chorba
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, CA 90071
Telephone: 213-229-7000
Facsimile: 213-229-7520
cchorba@gibsondunn.com

Jason R. Meltzer
Jesenska Mrdjenovic
GIBSON, DUNN & CRUTCHER LLP
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036
Telephone: 202-955-8500
Facsimile: 202-467-0539
jmeltzer@gibsondunn.com

Attorneys for Defendants

DEFENDANTS

Date: June 16, 2023



Acting Chief Legal Officer