

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

IN RE: DOLLAR GENERAL CORP.)	MDL No. 2709
MOTOR OIL MARKETING AND)	
SALES PRACTICES LITIGATION)	Master Case No. 16-02709-MD-W-GAF
)	
THIS PLEADING RELATES TO:)	
)	
ALL ACTIONS)	
)	

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 1st day of February, 2021, by and between Plaintiffs Robert Oren; Roberto Vega; Allen Brown; Bradford Barfoot; Gerardo Solis; Nicholas Meyer; John Foppe; John McCormick, III; Bruce Gooel; Scott Sheehy; Janine Harvey; William Flinn; Kevin Gadson; Miriam Fruhling; Robin Preas; James Taschner; Jason Wood; Roger Barrows; Brandon Raab; and Seit Alla on behalf of themselves and the Settlement Class (“Plaintiffs”), on the one hand, and Defendants Dollar General Corporation; Dolgencorp, LLC; and DG Retail, LLC (collectively “Defendants” or “Dollar General”),¹ on the other hand, subject to and conditioned on preliminary and final approval by the United States District Court for the Western District of Missouri. Capitalized terms used herein are defined in Section 1 of this Agreement or indicated in parentheses elsewhere in this Agreement. Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in this Settlement and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the Action shall be settled and compromised,

WHEREAS:

¹ References to payments by Dollar General herein include not only the company but may also include any insurer or vendor who is obligated or voluntarily agrees to contribute to such payments.

A. The Definitions appearing in Section 1 and other terms defined in this Settlement Agreement are incorporated by reference in these introductory sections;

B. During the relevant time period, Dollar General marketed, advertised, and sold a company-branded line of motor oils labeled “DG Auto”;

C. The Class Representatives filed a class action Complaint against Dollar General alleging that Dollar General marketed, advertised, and sold DG Auto motor oils in violation of consumer protection statutes and in breach of implied warranties. The Class Representatives alleged that the DG Auto motor oil was obsolete and harmful to modern automobiles and was sold by Dollar General using deceptive and misleading sales and marketing tactics;

D. Dollar General has denied and continues to vigorously deny all allegations of wrongdoing or liability made in the Litigation;

E. The Parties and their respective counsel have engaged in extensive litigation and in arm’s-length negotiations under the supervision of an experienced mediator, Eric Van Loon with JAMS, and have agreed upon certain terms and conditions to settle and resolve this Litigation in a manner that is fair, reasonable, and reflect the best interests of the Settlement Class as a whole and avoids the expense, burden and risks associated with further protracted litigation. A formal mediation was held on April 24, 2019, and after the mediation, the Parties spoke almost weekly with Mr. Van Loon. In using the mediator, the Parties exchanged multiple rounds of settlement proposals related to all aspects of settlement, eventually reaching a settlement in principle and executing a Memorandum of Understanding;

F. The Class Representatives and Class Counsel believe that the Litigation has substantial merit. However, the Class Representatives and Class Counsel agreed to settle the Litigation pursuant to the terms of this Settlement Agreement after considering, among other

things, the substantial benefits to be conferred on the Settlement Class as set forth in this Settlement Agreement, the attendant risks and uncertainty of litigation, especially in complex actions such as this, the difficulties and delays inherent in such litigation, and the desirability of consummating this Settlement Agreement to provide effective relief to the Settlement Class and to end the conduct at issue;

G. Class Counsel are familiar with the claims alleged in the Complaint, the terms of the Settlement, and the defenses asserted. Based on Class Counsel's investigation and analysis Class Counsel finds the settlement is fair, reasonable, and adequate;

H. Dollar General considers it desirable, however, to enter this Settlement Agreement without in any way acknowledging any fault or liability, and solely for the purpose of terminating this Litigation to avoid the cost, expense, inconvenience, uncertainty, distraction, time, and effort required to continue to defend such complex, burdensome, and protracted litigation, and to permit the continued operation of its affairs unfettered by the tangible and intangible expense of the Litigation and the distraction and diversions of itself and of its key personnel. Therefore, Dollar General has determined that settlement of this Litigation on the terms set forth herein is in its best interests, and is fair, adequate, and reasonable;

I. This Settlement Agreement and all related documents are not and shall not be construed as an admission or concession by Dollar General of any fault or liability or wrongdoing, or of any deficiencies, faults, errors or omissions of any nature whatsoever of or by Dollar General.

J. It is the intention of the Parties that the proposed Settlement described in this Settlement Agreement completely resolves, releases, and forever discharges all claims that are or could have been alleged concerning Dollar General's labeling, advertising, marketing, and sales practices with its DG Auto motor oil, as further defined in herein;

NOW THEREFORE, intending to be legally bound hereby, and in consideration of the promises, mutual covenants and conditions contained herein, IT IS STIPULATED, CONSENTED TO AND AGREED as follows, by and among the Parties, through the undersigned attorneys on behalf of their respective clients and the Settlement Class, for purposes of the Settlement only and subject to the approval of the Court under Federal Rule of Civil Procedure 23(e):

1. Definitions

As used in this Settlement Agreement and the attached exhibits (which are an integral part of the Settlement and are incorporated in their entirety), the following terms shall have the meanings set forth below, unless this Settlement Agreement specifically provides otherwise. Other capitalized terms in this Settlement Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Settlement Agreement:

- a. The “**Action**,” “**Class Action**,” or “**Litigation**” means the following cases currently pending in *In re: Dollar General Corp. Motor Oil Marketing and Sales Practices Litig.*, Master Case No. 16-02709-MD-W-GAF (W.D. Mo.):

Robert Oren v. Dollar General Corp., et al., No. 4:16-cv-00105;

Roberto Vega v. Dolgencorp, LLC, No. 4:16-cv-00518;

Allen Brown v. Dollar General Corp., et al., No. 4:16-cv-00519;

Bradford Barfoot v. Dolgencorp, LLC, No. 4:16-cv-00520;

Gerardo Solis v. Dollar General Corp., et al., No. 4:16-cv-00521;

Nicholas Meyer v. Dollar General Corp., et al., No. 4:16-cv-00522;

John Foppe v. Dollar General Corp., et al., No. 4:16-cv-00523;

John McCormick, III v. Dolgencorp, LLC, No. 4:16-cv-00524;

Bruce Gooel v. Dolgencorp, LLC, No. 4:16-cv-00525;

Scott Sheehy v. Dollar General Corp., et al., No. 4:16-cv-00526;

Janine Harvey v. Dollar General Corp., et al., No. 4:16-cv-00528;

William Flinn v. Dolgencorp, LLC, No. 4:16-cv-00529;
Kevin Gadson v. Dolgencorp, LLC, No. 4:16-cv-00530;
Miriam Fruhling v. Dollar General Corp., et al., No. 4:16-cv-00531;
Robin Preas v. Dollar General Corp., et al., No. 16-02709;
James Taschner v. Dollar General Corp., et al., No. 4:16-cv-00606;
Jason Wood and Roger Barrows v. Dollar General Corp., et al., No. 4:16-cv-00607;
Brandon Raab v. Dolgencorp, LLC, No. 4:16-cv-00868;
Seit Alla v. Dolgencorp, LLC, No. 4:17-cv-00413

This Settlement is not intended to cover, and specifically excludes, the claims of the State of New Mexico in *State of New Mexico ex rel. Hector H. Balderas v. Dolgencorp, LLC*, No. D-101-CV-2017-01562, First Judicial District Court, County of Santa Fe, New Mexico, and the State of Mississippi in *State of Mississippi ex rel. Jim Hood, Attorney General of the State of Mississippi v. Dollar General Corp. and Dolgencorp, LLC*, No. 4:18-cv-92-GAF (W.D. Mo.).

- b. “**Administration Expenses**” means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties perform in furtherance of the notice and administration of the Settlement and to secure performance as set forth in this Settlement Agreement.
- c. “**Agreement**,” “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement made and entered into by the Parties to the Litigation and all exhibits attached to it.
- d. “**Benefit**” means the cash payment available to a Claimant who files a Valid Claim under this Agreement.

- e. **“Claim”** means a request for relief pursuant to this Settlement submitted by a Settlement Class Member on a Claim Form to the Settlement Administrator in accordance with the terms of this Settlement.
- f. **“Claim Form”** means the proposed Claim Forms in substantially the form attached hereto as Exhibits A and B to be used by Settlement Class Members to make a Claim under the Settlement for Refund Benefits (Tier 1 and Tier 2) and/or Property Damage Benefits (Tier 3), which forms are to be approved by the Court and to be posted online in accordance with Section 4 of this Settlement.
- g. **“Claimant”** means a Settlement Class Member who files a Claim seeking a Benefit under this Agreement.
- h. **“Claims Deadline”** means the date by which a Claim Form must be postmarked via United States First Class Mail or submitted via electronic submission by 11:59 p.m. central time to be considered timely. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Class Notice and/or the Claim Forms. If the Claims Deadline is on a weekend or holiday, the Claims Deadline shall extend to the next business day following the weekend or holiday.
- i. **“Claims Period”** means the period of time during which a Settlement Class Member must submit a Claim Form to be eligible to receive a monetary Benefit as part of the Settlement.
- j. **“Class Counsel”** means, subject to Court approval, the following counsel for the Class Representatives:

Lead Class Counsel
Allan Kanner
Cynthia G. St. Amant
KANNER & WHITELEY, LLC

Liaison Counsel
Kenneth B. McClain
Kevin D. Stanley

Mitchell Breit
SIMMONS HANLY
CONROY

HUMPHREY FARRINGTON
& MCCLAIN, P.C.

Esther E. Berezofsky
Michael J. Quirk
MOTLEY RICE, LLC

Gillian Wade
Sara D. Avila
Marc Castaneda
MILSTEIN JACKSON
FAIRCHILD & WADE

M. Ryan Casey
THE CASEY LAW FIRM

David Futscher
FUTSCHER LAW PLLC

Stephen J. Nolan
SMITH, GILDEA &
SCHMIDT, LLC

John P. Zuccarini
LAW OFFICES OF JOHN
P. ZUCCARINI

Gerald H. Clark
Mark W. Morris
CLARK LAW FIRM, P.C.

Shpetim Ademi
Mark A. Eldridge
ADEMI LLP

Jed Chronic
MASCHKA, RIEDY, RIES
& FRENTZ LAW FIRM

A. Craig Eiland
THE LAW OFFICES OF A.
CRAIG EILAND, P.C.

Walter Daniels
DANIELS LAW FIRM, P.C.

Brian Ku
Louis Mussman
KU & MUSSMAN, P.A.

- k. “**Class Period**” means the period of time between and including September 1, 2010, and December 31, 2017.
- l. “**Class Representatives**” or “**Named Class Representatives**” means Plaintiffs Robert Oren, Roberto Vega, Allen Brown, Bradford Barfoot, Gerardo Solis, Nicholas Meyer, John Foppe, John McCormick, Bruce Gooel, Scott Sheehy, Janine Harvey, William Flinn, Kevin Gadson, Miriam Fruhling, Robin Preas, James Taschner, Jason Wood, Roger Barrows, Brandon Raab, and Seit Alla, subject to Court approval.
- m. The “**Complaint**” means the Consolidated Amended Class-Action Complaint filed on August 29, 2016 in MDL No. 2709, Master Case No. 16-02709-MD-W-GAF, in the Western District of Missouri.
- n. The “**Court**” means the United States District Court for the Western District of Missouri, Western Division.

- o. **“Defendants”** or **“Dollar General”** means Dollar General Corporation; Dolgencorp, LLC; and DG Retail, LLC.²
- p. **“Effective Date”** means the date on which: (i) all appellate rights with respect to the Final Order and Judgment have expired or have been exhausted in such a manner as to affirm the Final Order and Judgment approving the Settlement Agreement; and (ii) no further appeals are possible.
- q. **“Final Approval Hearing”** means the hearing pursuant to Federal Rule of Civil Procedure 23 held by the Court to consider and determine, among other things, whether the settlement of the Litigation is fair, reasonable and adequate and whether the Final Order and Judgment approving the Settlement should be entered. Class Counsel and counsel for Defendants shall jointly ask the Court to schedule the Final Approval Hearing at least 110 days after the Court enters the Preliminary Approval Order, whichever is later.
- r. The **“Final Order and Judgment”** means the issuance of an order granting final approval to the Settlement, substantially in the form of Exhibit F. The Final Judgment and Order shall not be entered earlier than one hundred (100) days after the appropriate state and federal officials have been served with notice of the Settlement in accordance with the Class Action Fairness Act of 2005, as codified in 28 U.S.C. § 1715(b).
- s. **“Household”** means all Persons residing at the same physical address.
- t. **“Monetary Benefit Amount”** means the monetary relief available to Settlement Class Members for payment of all Valid Claims in an aggregate amount not to exceed twenty-eight million, five hundred thousand dollars and zero cents (\$28,500,000.00) to

² See *supra* note 1.

- implement the terms of the Settlement. The Monetary Benefit Amount represents the limit and extent of Defendants' monetary obligations under this Settlement for the payment of Valid Claims.
- u. **"Notice Plan"** means the notice plan, in substantially the form attached hereto as Exhibit C, 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.
 - v. **"Notice"** or **"Class Notice"** means the publication notice, the detailed long form notice, digital notice, and Notice Plan, the form and content of which has been jointly approved by the Parties and is collectively attached as Exhibit C.
 - w. **"Notice Date"** means the date on which the Settlement Administrator disseminates the Class Notice consistent with the Preliminary Approval Order. The Notice Date shall be no later than thirty (30) days after the Court's entry of the Preliminary Approval Order.
 - x. **"Objection Deadline"** is sixty (60) days after the Notice Date and means the deadline for members of the Settlement Class to file and serve any objection to the Settlement Agreement
 - y. **"Opt-Out Deadline"** means sixty (60) days after the Notice Date and means the deadline for members of the Settlement Class to request exclusion from the Settlement Class.
 - z. **"Parties"** (or **"Party"** individually) means Plaintiffs and Defendants.
 - aa. **"Person"** means any natural person, corporation, partnership, business organization or association, or other type of legal entity.

- bb. **“Plaintiffs”** means and includes each and all of the Named Class Representatives.
- cc. **“Preliminary Approval Order”** means an order, substantially in the form of the Proposed Preliminary Approval Order attached hereto as Exhibit E, granting preliminary approval to this Agreement as within the range for possible final approval; conditionally certifying the Settlement Class; approving Class Notice to the Settlement Class Members as described in Section 5 below; and setting a Final Approval Hearing to consider final approval of the Settlement.
- dd. **“Product,” “Products,”** and/or **“Dollar General Products”** means the Dollar General branded motor oil products listed in the Complaint and in Exhibit D.
- ee. **“Proof of Purchase”** means receipt, original UPC code removed from the bottle with time and date stamped photos of the front and back label of each Product taken after removal of the UPC code, or other documentation that reasonably establishes the fact and date of purchase of the Product(s) during the Class Period in the United States.
- ff. **“Released Claims”** are defined in Section 7.
- gg. **“Released Parties”** means Dollar General Corporation; Dolgencorp, LLC; and DG Retail, LLC, and each of their parent companies, related companies, direct and indirect subsidiaries, corporations, trusts, affiliates, business entities, divisions, franchisees, distributors, wholesalers, retailers, 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, assigns, and each of them of any of the foregoing. For the avoidance of doubt, Released Parties shall include all Persons

or entities in the stream of commerce for the manufacturing, marketing, advertising, labeling, packaging, promotion, sale, and/or distribution of the Products.

- hh. **“Releasing Parties”** means Plaintiffs, all Settlement Class Members, Class Counsel, and any Person claiming by or through him/her/it as his/her/its spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns, representative of any kind, shareholder, partner, director, employee or affiliate.
- ii. **“Service Award”** means any award sought by application and approved by the Court that is payable to any of the Named Class Representatives to compensate them for their efforts in bringing the Action and achieving the benefits of this Settlement on behalf of the Settlement Class.
- jj. **“Settlement Administrator”** means, subject to Court approval, Heffler Claims Group, the independent entity selected by the Parties to assist with the Notice Plan and administer the Settlement.
- kk. **“Settlement Class”** means: all Persons in the United States who, between September 1, 2010 and December 31, 2017, for personal use and not for resale, purchased Defendants’ DG-branded motor oil, DG SAE 10W-30 (SF specification) and/or DG SAE 10W-40 (SF specification) for use in vehicles manufactured after 1988, and/or DG SAE 30 (SA specification) for use in vehicles manufactured after 1930. Excluded from the Settlement Class are: (a) Dollar General, its officers, directors, agents, trustees, corporations, trusts, representatives, employees, successors, assigns, or other Persons or entities related to or affiliated with Dollar General and/or their officers and/or directors; (b) Judges, justices, magistrates or judicial officers presiding over this

- Litigation and their immediate family members and staff; (c) Counsel for Plaintiffs in the Litigation and their employees; and (d) any Settlement Class Member who files a valid, timely Opt-Out request.
- ll. **“Settlement Class Members”** means all Persons who are members of the Settlement Class.
- mm. **“Settlement Website”** means the website to be created for this Settlement that will include information about the Action, the Settlement, and relevant documents, as well as electronic and printable forms relating to the Settlement, including the Claim Forms, which can be submitted online or printed and mailed, and which Settlement Class Members can visit to read or request additional information regarding the Settlement. The Settlement Website shall be www.DGmotoroilsettlement.com.
- nn. **“Special Master”** means Mark Rapazzini, the agreed upon administrator of the Property Damage Benefits (Tier 3) Claims process, subject to Court approval.
- oo. **“Unit”** means a single one-quart bottle of the Product.
- pp. **“Valid Claim”** means a Claim Form submitted by a Settlement Class Member and deemed accepted, that is: (a) submitted in accordance with the directions accompanying the Claim Form and the provisions of the Settlement; (b) completed and executed accurately, fully and truthfully, with all of the information 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 Deadline, or, if submitted online, is submitted by 11:59 p.m. central time on the Claims Deadline; and (e) determined to be valid by the Settlement Administrator or Special Master.

2. Certification of Settlement Class

Solely for the purposes of this Settlement, Dollar General consents to certification of the Settlement Class and to the appointment of the Named Class Representatives and Class Counsel as adequate and appropriate representatives of the Settlement Class. Dollar General expressly reserves the right to oppose class certification in all other contexts and for all other purposes on any and all grounds (including but not limited to Rule 23(a) and (b)(3)(A)-(C)), if this Settlement is not finally approved by the Court or is reversed on appeal, including preserving its appellate rights related to this Court's previous certification order in the event that this Settlement is not finally approved by the Court or reversed on appeal. The fact that Dollar General conditionally consented herein to certification of the Settlement Class shall not be used against Dollar General by any Party or non-party for any purpose in this Litigation or any other action, lawsuit, or proceeding of any kind whatsoever.

3. Settlement Benefits

a. Changed Practices and Injunctive Relief

- i. Dollar General states that the decision in 2016 to switch from selling SA and SF specification motor oil to SN specification motor oil under its DG Auto motor oil label and the accompanying actions to implement the switch were in part the result of the filing of this Litigation.
- ii. Subject to the rights and limitations set forth in this Agreement, Defendants agree that, upon final approval and the occurrence of the Effective Date, the Court shall enter a permanent injunction requiring that Defendants refrain from selling non-active specification motor oil under its DG Auto label.³ However, in situations

³ For the avoidance of doubt, this provision excludes oils not designated as motor oil.

where an active specification motor oil is re-categorized as non-active, the permanent injunction shall expressly allow for a twelve (12) month window during which Defendants can attempt to sell-through their current inventory of non-active specification motor oil, unless a regulatory agency directs otherwise.

- iii. Further, Defendants agree to employ one (1) full-time employee, or the equivalent, whose responsibilities will include monitoring the quality of its automotive products, including motor oil. This employee, who may have other responsibilities, will on at least a quarterly basis: (1) review reported customer complaints involving automotive products, (2) consult with automotive product vendors to ensure those vendors are adhering to their obligation to provide Dollar General products that meet all applicable specifications and labeling/packaging requirements,⁴ (3) consult with the appropriate Dollar General employees to discuss any potential issues related to automotive products meeting applicable specifications and labeling/packaging requirements (including federal and state laws regulating such products), and (4) make recommendations (if appropriate) regarding related improvements or changes. This position will report directly to the Vice President for Global Compliance on a quarterly basis.

b. Monetary Benefits

- i. The monetary benefits of the Settlement will be on a claims-made basis with an aggregate cap of twenty-eight million, five hundred thousand dollars and zero cents (\$28,500,000.00) and will consist of three Benefit tiers as set forth below. Each Settlement Class Member who submits a Valid Claim shall be eligible for a Benefit.

⁴ This provision is not intended to, and does not, absolve vendors from their contractual responsibilities regarding labeling.

In consideration for the Settlement and Releases given herein and subject to the rights, terms, and conditions of this Agreement, Defendants will pay or cause to be paid Valid Claims based upon the election of the Settlement Class Member and for which the Settlement Class Member qualifies:

(1) Tier 1 – Partial Refund Benefits Without Proof of Purchase. Partial

Refund Benefits Without Proof of Purchase require a Claim Form, signed under penalty of perjury and subject to verification by the Settlement Administrator, with a maximum Household recovery of \$1.68 per Unit for up to 10 Units for a total potential recovery of up to \$16.80. Recovery is limited to one claim per Household, regardless of how many Persons reside at an address. The Claims Deadline to submit a Claim Form for Partial Refund Benefits Without Proof of Purchase (Tier 1) is ninety (90) days after the Notice Date.

(2) Tier 2 – Full Refund Benefits With Proof of Purchase. Full Refund

Benefits With Proof of Purchase require Proof of Purchase for each Product bought during the Class Period and allows recovery up to the amount of the Proofs of Purchase provided. Settlement Class Members seeking Full Refund Benefits With Proof of Purchase must also submit a Claim Form, signed under penalty of perjury, along with the Proof(s) of Purchase. The Settlement Administrator shall verify the Proof(s) of Purchase. The Claims Deadline to submit a Claim Form for Full Refund Benefits With Proof of Purchase (Tier 2) is ninety (90) days after the Notice Date.

The Claim Form for Refund Benefits (Tier 1 and Tier 2 Benefits) is attached as Exhibit A and is incorporated by reference into this Settlement Agreement. To make a Claim for Refund Benefits, the Settlement Class Member must provide and certify the truth and accuracy of the information in the Claim Form under the penalty of perjury, including by signing the Claim Form physically or by e-signature, or the Claim will not be considered a Valid Claim by the Settlement Administrator.

A Settlement Class Member may file only a single Claim electing either Partial Refund Benefits Without Proof of Purchase (Tier 1) or Full Refund Benefits With Proof of Purchase (Tier 2), but not both. Making a Claim for Partial or Full Refund Benefits does not preclude a Settlement Class Member from also making a Claim for Property Damage (Tier 3) Benefits. The actual amount paid to Settlement Class Members will depend upon the number of Full and Partial Refund Benefits Valid Claims submitted and other adjustments made by the Settlement Administrator. If the total amount of Valid Claims exceeds the amount payable by Defendants under the Settlement Agreement, then the Benefit payable to each Claimant shall be reduced on a pro rata basis such that amount to be paid by Defendants for all Claims shall not exceed \$28,500,000.00. Dollar General's maximum liability under this Agreement for Valid Claims shall not exceed the Monetary Benefit Amount in the aggregate. No Claims may be submitted as a group, aggregate, or class of Persons.

(3) Tier 3 – Claims for Property Damage Benefits. Property Damage Benefits will reimburse Settlement Class Members for property damage as a result of using the DG-brand motor oil at issue in a motor vehicle built after 1988 if SF specification motor oil was purchased or after 1930 if SA specification motor oil was purchased. The cap for payment of all Property

Damage Benefits is \$4,275,000.00. This amount shall be paid from, and not in addition to, the Monetary Benefit Amount. Any unused portion of this amount will be available for payment of Refund Benefits Claims in the event the total Refund Benefits Claims exceed 85% of the total amount payable by Dollar General under this Settlement Agreement (\$28,500,000.00).

The Property Damage Benefits (Tier 3) Claim Form is attached as Exhibit B and is incorporated by reference into this Settlement Agreement. To make a Valid Claim for Property Damage Benefits, the Class Member must provide and certify the truth and accuracy of the information in the Claim Form (and documentation submitted with the Claim Form) under the penalty of perjury, including by signing the Claim Form physically or by e-signature, or the Claim will not be considered a Valid Claim by the Settlement Administrator.

In addition to submitting the Claim Form described above, Settlement Class Members seeking Property Damage Benefits must also provide documentation to support their claim of vehicle damage. The type of documentation provided determines the category of Property Damage Benefits available.

(a) Sub-Tier A – Property Damage Benefits Claim without ASE Certified

Mechanic: If the Claimant provides the following additional information, that Claimant may be qualified for the Property Damage Benefits Claim without ASE Certified Mechanic discussed below:

- (i).** Contemporaneous repair receipts, estimates, or work orders from whomever performed automotive services on the vehicle;

- (ii). An affidavit signed under penalty of perjury from a professional mechanic or individual(s) providing automotive repair services that personally repaired or diagnosed the damage to the Claimant's vehicle during the applicable time period, which includes a statement that no other obvious cause of the damage was identified;
- (iii). If the affidavit is not from a mechanic certified by the National Institute for Automotive Service Excellence (ASE), the affidavit must include (i) a list of relevant experience supporting his/her ability to make the diagnosis and (ii) a narrative explanation as to how s/he is able to make the diagnosis and how s/he is able to assert that it was the use of the Products that caused the damage rather than other causes.
- (iv). Any other documentation available to substantiate the Claim, including but not limited to any available proof that the vehicle suffered such damage during the applicable claimed time period, for consideration by the Special Master.

Valid Claims for Property Damage Benefits without ASE Certified Mechanic are entitled to receive a one-time cash payment as follows depending on vehicle damage:

- Up to \$500 if the vehicle was (a) model year 2010 or later and (b) had less than 100,000 miles on it at the time of the engine damage;
- Up to \$350 if the vehicle was (a) model year 2000-2009 or (b) had between 100,001 and 200,000 miles on it at the time of the

engine damage or (c) meets one of the criteria above but not both; or

- Up to \$250 if the Claim otherwise qualifies but does not meet the criteria for the first two groups.

(b) Sub-Tier B – Property Damage Benefits Claim with ASE Certified

Mechanic: If the Claimant provides the following additional information, that Claimant may be qualified for the Property Damage Benefits Claim with ASE Certified Mechanic Benefits discussed below:

- Contemporaneous repair receipts, estimates, or work orders from a mechanic certified by the National Institute for Automotive Service Excellence (ASE) that clearly evidences the damage claimed; and
- An affidavit signed under penalty of perjury from a professional mechanic certified by ASE that personally repaired or diagnosed the damage to the Claimant's vehicle through physical inspection of the vehicle during the applicable time period, which includes a statement that no other obvious cause of the damage was identified and a narrative explanation as to how s/he was able to make the diagnosis and how s/he is able to assert that it was the use of the Products that caused the damage rather than other causes. A professional mechanic certified by ASE shall provide either his/her ASE identification number or a copy of his/her ASE certification.

Valid Claims for Property Damage Benefits with ASE Certified Mechanic are entitled to receive a one-time cash payment as follows depending on vehicle damage:

- Up to \$2,250 if the vehicle was (a) model year 2010 or later and (b) had less than 100,000 miles on it at the time of the engine damage;
- Up to \$1,250 if the vehicle was (a) model year 2000-2009 or (b) had between 100,001 and 200,000 miles on it at the time of the engine damage or (c) meets one of the criteria of the above but not both; or
- Up to \$750 if the Claim otherwise qualifies but does not meet the criteria for the first two groups.

Claim Forms and required documentation for Property Damage Benefits must be submitted within hundred sixty-five (165) days after the Notice Date. If Valid Claims for Property Damage Benefits exceed the \$4,275,000.00 cap for Property Damage Benefits, then the Property Damage Benefits payable to each Claimant shall be reduced, pro rata, such that Defendants' maximum liability for Tier 3 Claims shall not exceed \$4,275,000.00 in the aggregate.

ii. Settlement Administrator. At Dollar General's expense, a Settlement Administrator, agreed-upon by the Parties and approved by the Court, will administer the Settlement, including the submission of Claims (all Tiers). The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent Claims and to pay only Valid Claims. The Settlement Administrator has the authority to communicate with

a Claimant regarding the Claim and to request further information if deemed necessary. A decision by the Settlement Administrator is final.

- iii. Special Master.** At Dollar General's expense, a Special Master, agreed-upon by the Parties and approved by the Court, will administer the Property Damage Benefits (Tier 3) Claims process. The Special Master has discretion to make decisions as to the veracity and eligibility of Property Damage Benefits Claims and whether and how much of each Claim should be paid. The Special Master shall exercise, in his discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claims process, including whatever steps he deems appropriate to preserve the Monetary Benefit Amount to further the purposes of the Agreement related to actual or possible fraud or abuse in the submission of Claims. The Special Master may, in his discretion, deny in whole or in part, any Claim to prevent actual or possible fraud or abuse. The Special Master has the authority to hire a mechanical expert who can review the documentation submitted by Property Damage Claimants and assist the Special Master in assessing which Claims should be approved. The Special Master has the authority to communicate with a Claimant regarding the Claim and to request further information if deemed necessary by the Special Master and/or the retained mechanical expert. A decision by the Special Master is final. No more than one Benefit will be paid for the same damage allegedly caused by Defendants. If more than one Settlement Class Member submits a claim for a Property Damage Benefit for the same property damage, the Special Master shall provide notice to the

Settlement Class Members advising them of such. Neither claim will be paid until resolution is reached as to the proper Claimant.

- iv. No Persons shall have any claim against Class Representatives, Defendants, Class Counsel, Defendants' counsel, the Settlement Administrator or the Special Master based on any determination of a Valid Claim, distributions or awards made in accordance with this Agreement and the Exhibits hereto. Neither Plaintiffs nor Defendants, nor their counsel, shall have any liability whatsoever for any act or omission of the Special Master or Settlement Administrator.
- v. Subject to the rights and limitations set forth in this Agreement, every Settlement Class Member shall have the right to submit a Claim for a Benefit within the Claims Period. Except as expressly provided herein, submission of a Claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, any Class Member, or any other Person and does not create any actual or unclaimed property rights in the Settlement.
- vi. At the election of the Settlement Class Member, Claim Forms for Partial Refund Benefits and Property Damage Benefits may be submitted in paper via first class mail or online at the Settlement Website. Claim Forms for Full Refund Benefits can only be submitted in paper via first class mail and must include a receipt, the original removed UPC code removed from the bottle with time and date stamped photos of the front and back label of each Product taken after removal of the UPC code, or other documentation that reasonably establishes the fact and date of purchase of the Product(s) during the Class

Period in the United States. Claim Forms must be postmarked or submitted online no later than the Claims Deadline specified for the applicable tier. Claim Forms postmarked or submitted online after the appropriate date will not be Valid Claims. The Settlement Administrator will track Claim Forms with unique security identifiers or control numbers.

- vii.** Payment for all Valid Claims shall be made thirty (30) days after the latter of the Effective Date or the expiration of the Property Damage Benefits Claims Period. Settlement Class Members will have the opportunity to select an electronic payment option on the Claim Form for payment of Valid Claims. Should a Settlement Class Member select such electronic means, within thirty (30) days of the validity determination, the Settlement Administrator shall send to each such Settlement Class Member who submitted a Valid Claim an email (or a postcard, if no email address is available) that (i) explains that the Court has granted final approval of the Settlement, (ii) confirms the actual amount of the Settlement Class Member's potential Benefit, and (iii) provides a menu of cost-effective electronic payment options, including direct deposit and various digital payment methods. Each such Settlement Class Member shall select one of the identified payment options and provide the information required to make the payment (i.e., routing and account numbers for a direct deposit and email address or phone number for a digital payment) within thirty (30) days after the email or postcard requesting the Settlement Class Member's payment preference is sent. If any Settlement Class Member fails to submit a preferred payment option (and the information necessary to make such payment) by the

thirty (30) day deadline, the Settlement Administrator shall send a reminder email (or postcard, if no email address is available) requesting the information needed to receive a Benefit payment. Upon receipt of the payment option election, the Settlement Administrator shall cause the distribution of the Benefits pursuant to the payment option selected by each Settlement Class Member. If the electronic payment option information is not provided by the Settlement Class Member, payment shall be made by check via mail. Valid Claims shall be paid to the Settlement Class Members and mailed to the address provided on the Claim Form thirty (30) days after the latter of the Effective Date or the expiration of the Property Damage Benefits Claims Period. All Benefit payments shall be subject to a one-hundred-twenty (120) day void period, after which the Benefit payments shall no longer be negotiable. If a Benefit payment is not negotiated, the Settlement Class Member shall not be entitled to any further payment under this Agreement. If the Benefit payment is returned as undeliverable, the Settlement Administrator shall send an email to the Claimant, if an email address was provided with the Claim, in an attempt to obtain a better address, and if obtained, shall mail the Benefit Payment to the new address, but shall have no other obligation to skip-trace or obtain an updated address; if such Claimant did not provide an email address with the Claim, the Settlement Administrator shall perform skip-tracing and re-mail the Benefit payment to any new address discovered through the skip-tracing process. The return or failure to cash checks or, for those Settlement Class Members that elected to receive electronic payment, to

provide the information required to issue a payment, shall have no effect on a Settlement Class Member's release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect. Sixty days after the void date, the Settlement Administrator will close the Settlement fund account and any money that has not been distributed because of uncashed checks or unclaimed funds shall be returned to Defendants.

- viii.** No deductions for taxes will be taken from any Benefit at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Benefits. All Benefits shall be deemed to be paid solely in the year in which payments are actually issued. No opinion concerning the tax consequences of the Agreement to any Settlement Class Member is given or will be given by Defendants, Defendants' Counsel, Class Counsel, or Named Class Representatives; nor is any Party or their counsel providing any representation or guarantee regarding the tax consequences of the Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Agreement, if any, and agrees to hold Defendants harmless from any and all liabilities, costs, and expenses related to tax claims based on failure to withhold. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any Person for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

4. Notice and Communication with Settlement Class Members and Approval of the Settlement Administrator and Special Master

a. Class Notice

- i. If the Court preliminarily approves this Settlement, Class Notice shall be given substantially in the form of Exhibit C, which has been jointly approved by the Parties, in accordance with due process and with the Class Notice specifications approved by the Court in its Preliminary Approval Order.
- ii. The Class Notice shall set forth the following:
 - (1.) Contain a short, plain statement of the background of the Litigation, the definition of the Settlement Class and the proposed Settlement;
 - (2.) Describe the proposed Settlement relief outlined in this Settlement Agreement and important deadlines relating to the same;
 - (3.) Explain that a Settlement Class Member may enter an appearance through an attorney if the Settlement Class Member so desires;
 - (4.) Explain that members of the Settlement Class may exclude themselves from the Settlement Class by submitting a written request for exclusion postmarked no later than Opt-Out Deadline; and
 - (5.) Explain that any Judgment entered in the Litigation, whether favorable or unfavorable to the Settlement Class, shall include, and be binding on, all Settlement Class Members, even if they have objected to the proposed Settlement and even if they have any other claim, lawsuit or proceeding pending against the Defendants.
- iii. Prior to the Notice Date, the Settlement Administrator shall establish a toll-free number with a voice recorded, voice response with frequently asked questions

(“FAQs”), as well as the Settlement Website, which shall contain the Class Notice with a clickable table of contents, answers to FAQs, a Contact Information page that includes the address for the Settlement Administrator and addresses and telephone numbers for Class Counsel and Defendants’ counsel as well as the Settlement Agreement, signed Preliminary Approval Order, downloadable and online version of the Claim Forms, and an online version of a form by which Class Members may Opt-Out of the Settlement Class. Once filed, the Motion for Final Approval of the Settlement and the Motion for Application of a Fee Award and Class Representative Service Awards will also be available on the Settlement Website.

- iv. The Settlement Website shall remain accessible until one-hundred-eighty (180) days after all Benefits are distributed.

b. Settlement Administrator and Special Master

- i. Subject to Court approval, Heffler Claims Group shall be retained as the Settlement Administrator.
- ii. The Settlement Administrator shall be responsible for, among other things, providing Notice as set forth in the Notice Plan, processing Claims Forms, and administering the Settlement Website, Opt-Out process (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding Opt-Out requests from the Settlement Class), and the Claims process.
- iii. The Parties shall supervise the Settlement Administrator in the performance of the Notice functions set forth in this Section.

- iv. Subject to Court approval, Mark Rapazzini shall be retained as the Special Master.
- v. Defendants will pay reasonable, documented actual fees and expenses to the Settlement Administrator for: (a) the costs of preparing and disseminating the Class Notices; and (b) the other Administration Expenses, including payments made for the services of the Settlement Administrator and third-party expenses. Defendants will also pay for the reasonable, documented actual fees and expenses to the Special Master. The Administration Expenses and the Special Master's fees and expenses are separate and apart from the Monetary Benefit Amount.
- vi. Neither the Class Representatives, Settlement Class Members, nor Class Counsel shall be responsible for the payment of any costs associated with the implementation of the Settlement, including but not limited to any fees or expenses of the Settlement Administrator and the Special Master.
- vii. Notwithstanding anything to the contrary herein, Defendants shall not be responsible for any cost that may be incurred by, on behalf of, or at the direction of, Plaintiffs or Class Counsel in: (a) responding to inquiries about the Agreement, the Settlement, or the Action; (b) posting the Notice on Class Counsel's website, should that occur; (c) defending the Agreement or the Settlement against any challenge to either or both of them; or (d) defending against any challenge to the Preliminary Approval Order, Final Approval Order, or judgment entered pursuant to the Agreement.

5. Submission of Settlement to the Court and Related Provisions

- a. As soon as practicable following the execution of this Settlement Agreement, unless the Parties agree to an extension in writing, the Named Class Representatives shall

submit this Settlement Agreement to the Court and move the Court for entry of the Preliminary Approval Order substantially in the form of Exhibit E, which, for settlement purposes only, would certify a Settlement Class, approve the Class Representatives as adequate, preliminarily approve the Settlement Agreement as fair, reasonable, and adequate, approve the proposed Notice Plan and form of Class Notice as consistent with all legal requirements, provide for the dissemination of the Class Notice, approve the Settlement Administrator and Special Master, appoint Class Counsel, and schedule a Final Approval Hearing. Defendants shall have no obligation to make separate filings in support of the preliminary approval motion. Defendants shall appear at the Final Approval Hearing to confirm their agreement with the terms of the Settlement as provided herein.

- b. Within ten (10) days of the date the Named Class Representatives move for entry of the Preliminary Approval Order, Dollar General will provide notice of the Settlement to the appropriate officials pursuant to 28 U.S.C. § 1715. At least seven (7) days before the Final Approval Hearing, Dollar General shall submit a report to the Court confirming that these notices were timely sent.
- c. No later than five (5) business days after the Effective Date, Dollar General will dismiss its prior appeal in the Eighth Circuit. In the interim, Dollar General agrees to cooperate in continuing the stay presently in place.

6. Objection and Opt-Out Rights

Settlement Class Members seeking to Object or “Opt-Out” of this Settlement Agreement must strictly comply with the requirements specified in this Section, the Preliminary Approval Order, and in the Class Notice. For Opt-Outs, failure to do so will result in the Settlement Class

Member remaining part of the Settlement Class and, to the extent the Settlement is approved, being bound by the Settlement Agreement. For Objections, failure to do so may result in the Court not considering the Objection, and to the extent the Settlement is approved by the Court, all objecting Settlement Class Members will be bound by the Settlement Agreement. Any Settlement Class Member who does not Opt-Out of the Settlement has the right to Object to the Settlement. Any Settlement Class Member who requests to Opt-Out of the Settlement does not have the right to Object to the Settlement.

- a. **Opt-Out Requests.** All Settlement Class Members have the right to Opt-Out of the Settlement Class. All Settlement Class Members seeking to be excluded from the Settlement must complete the online exclusion form at the Settlement Website; download and submit to the Settlement Administrator a completed exclusion form including an original signature; or submit a valid request to exclude themselves, as described in the Class Notice, to the Settlement Administrator. Opt-Out requests must be postmarked no later than sixty (60) days after the Notice Date (the “Opt-Out Deadline”) or they shall not be valid. Class Members who elect to Opt-Out from this Settlement shall not be permitted to Object to this Settlement or to intervene. Settlement Class Members shall be encouraged, but not required, to provide their email addresses in their requests for exclusion. A Settlement Class Member can only Opt-Out himself or herself from the Settlement and cannot Opt-Out anyone else.

- i. In conjunction with their motion for final approval, 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.

ii. If a Settlement Class Member submits both a Claim Form and an Opt-Out request, the Claim Form shall take precedence and be considered binding, and the Opt-Out request shall be deemed to have been sent by mistake and rejected.

b. **Objections.** Any Settlement Class Member, on his or her own, or through an attorney hired at his or her own expense, may object to the terms of the Settlement. Any such Objection must be filed with the Court and served upon Class Counsel and Defendants' Counsel no later than sixty (60) days after the Notice Date (the "Objection Deadline") or they shall not be valid.

i. To be effective, any such Objection must be in writing and include the contents described below:

(1.) A reference at the beginning to this case, *In re: Dollar General Corp. Motor Oil Marketing and Sales Practices Litig.*, Case No. 16-02709-MD-W-GAF, filed in the United States District Court for the Western District of Missouri;

(2.) The name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel;

(3.) A statement that the objector has reviewed the definition of the Settlement Class and that he or she is a Settlement Class Member;

(4.) The type of DG Auto motor oil purchased and the date (or approximate date) and location (city and state) of the objector's purchase of DG Auto motor oil;

- (5.) A written statement of all grounds for the Objection, accompanied by any legal support for such Objection;
- (6.) Whether he/she intends to appear at the Final Approval Hearing, either with or without counsel;
- (7.) All information required by the Claim Form
- (8.) A detailed description of any and all evidence that he/she may offer at the Final Approval Hearing, including photocopies of any and all exhibits which he/she may introduce at the Final Approval Hearing, and the names and address of any witnesses expected to testify;
- (9.) A detailed list of any other objections submitted by the Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement; and
- (10.) The signature of the objecting Settlement Class Member.

- ii. The written objection must be filed with the Clerk of the Court with copies sent to the following Class Counsel and Defendants' Counsel:

Class Counsel:
Cynthia St. Amant, Esq.
Kanner & Whiteley, LLC
701 Camp Street
New Orleans, LA 70130
c.stamant@kanner-law.com

Defendants' Counsel:
R. Trent Taylor, Esq.
McGuire Woods LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219

- iii. Any Settlement Class Member who fails to timely file and serve a written Objection containing all of the information listed above, including notice of his/her intent to appear at the Final Approval Hearing, shall not be permitted to Object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.
- iv. Any Settlement Class Member who submits a timely written Objection shall consent to deposition at the request of Class Counsel or Defendants' counsel, at least five (5) days prior to the Final Approval Hearing.
- v. If any Objection is received by the Settlement Administrator, the Settlement Administrator shall forward the Objection and all supporting documentation to counsel for the Parties. Class Counsel shall submit all such Objections and supporting documentation in conjunction with their motion for final approval of the Settlement. The failure of the Class Member to comply with the filing requirements of Section 6(b) shall be grounds for striking and/or overruling the Objection, even if the Objection is submitted to the Settlement Administrator.
- vi. A Class Member who objects to the Settlement may also submit a Claim Form on or before the deadline to file a Claim, which shall be processed in the same way as all other Claim Forms. A Class Member shall not be entitled to an extension to the deadline to file a Claim merely because the Class Member has also submitted an Objection.

- c. The Named Class Representatives are bound by this Settlement Agreement and agree not to Opt-Out or file an Objection to the Settlement Agreement.

7. Release

- a. Subject to Court approval under Rule 23(e) of the Federal Rules of Civil Procedure, payment, and other consideration paid or provided by Dollar General in accordance with this Settlement Agreement shall constitute the full and final settlement of the Litigation, and upon the Effective Date, Dollar General and other Released Parties shall have no further liability or obligation to any Releasing Party in connection with this Action except as specifically set forth in this Settlement Agreement or in the Final Order and Judgment. Upon the Effective Date, each Releasing Party, for good and sufficient consideration, the adequacy of which is acknowledged, shall be deemed to, and shall, in fact, have remised, shall and hereby does forever and fully release and discharge the Released Parties and each of them from any manner of civil or administrative actions, causes of actions, suits, injunctive relief, obligations, claims, debts, demands, agreements, promises, liabilities, complaints, liens, contracts, charges, penalties, losses, damages, controversies, costs, expenses, and attorneys' fees whatsoever, whether in law or in equity and whether based on any federal law, state law, common law or foreign law right of action or otherwise, foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued that (a) is or are based on any or alleged act, omission, inadequacy, misstatement, representation, misrepresentation, fraud, deception, harm, matter, cause, or event pertaining to the Products that has occurred at any time from the beginning of time up to and including the entry of the Preliminary Approval Order, (b) arise from or are related in any way to

the Action, the Products or the design, manufacturing, testing, packaging, marketing, advertising, promoting, labeling, or sale of the Products, (c) includes any Dollar General branded products listed in the Complaint and all Products listed in Exhibit D (the “Released Claims”). For the avoidance of doubt, this Release also covers any and all claims based on or arising out of the facts set forth in the Complaint related to the Settlement Class Member’s purchase or use of the Products in the Class Period, including but not limited to unjust enrichment, implied warranty, state consumer protection act claims, property damage, and any other claims that could have been brought, whether plead or not plead.

For the purposes of implementing a full and complete release and discharge of all Released Claims, Named Class Representatives and Settlement Class Members expressly acknowledge that the Releases provided in this Agreement are intended to include in their effect, without limitation, any and all claims, complaints, charges, or suits, including those claims, complaints, charges or suits which they do not know or suspect to exist in their favor at the time of execution hereof, which if known or suspected, could materially affect their decision to execute this Settlement Agreement. This Settlement Agreement contemplates the extinguishment of any such claims, complaints, charges, or suits, and Named Class Representatives and Settlement Class Members hereby expressly and knowingly waive and relinquish any and all rights that they have or might have related to the Action under California Civil Code § 1542 (and under other statutes or common law principles of similar effect) which provides:

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

The Releasing Parties acknowledge that they may hereafter discover facts different from, or in addition to, those which they now believe to be true with respect to the Released Claims. The Releasing Parties agree that the following release and waiver shall be and remain effective in all respects notwithstanding such different or additional facts or discovery thereof, and that this Agreement contemplates the extinguishment of all such Released Claims in connection with this Action. The Releasing Parties acknowledge and agree that this waiver is an essential and material term of this release and the Settlement that underlies it and that without such waiver the Agreement would not have been accepted.

Named Class Representatives and Settlement Class Members further agree, promise, and covenant that they will not, nor will any Person, organization, or any other entity acting on their behalf, file, charge, claim, sue, participate in, join or cause, permit to be filed, charged, or claimed, any administrative complaints, action for damages, or other relief (including injunctive, declaratory, monetary, or other) against the Released Parties with respect to the allegations and claims asserted in the Class Action or any Released Claims which are the subject of this Agreement. The Parties agree that this Agreement may be pleaded as a full and complete defense to any and all Released Claims and causes of actions being released pursuant to this Settlement Agreement. Named Class Representatives and Settlement Class Members acknowledge and consent that the Settlement Agreement may be used as the basis for an injunction to halt any action, suit, or proceeding based upon the Released Claims.

Nothing here releases any claim arising out of the violation or breach of the Settlement Agreement. The Release is for all past, present, and future claims against any of the Released Parties in connection with this Action. Moreover, in consideration of the amounts paid, the

injunctive measures, and other good and valuable consideration, Plaintiffs agree to dismiss with prejudice the Actions that remain pending following the Court's approval.

The Final Approval Order shall further provide for and effect the release of all actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorney's fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, that Releasing Parties now have or may have against the Released Parties by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Action or the claims and defenses asserted in the Action.

- b. Notwithstanding all of this, the release shall not bar the claims of the State of New Mexico in State of New Mexico ex rel. Hector H. Balderas v. Dolgencorp, LLC, No. D-101-CV-2017-01562, First Judicial District Court, County of Santa Fe, New Mexico, and the State of Mississippi in State of Mississippi ex rel. Jim Hood, Attorney General of the State of Mississippi v. Dollar General Corp. and Dolgencorp, LLC, No. 4:18-cv-92-GAF (W.D. Mo.).

8. Class Counsel's Attorneys' Fees, Costs and Expenses and Class Representative Service Awards

Attorneys' Fees, Costs and Expenses

- a. At least fourteen (14) days prior to the Objection Deadline, Class Counsel will apply for an award of attorneys' fees and expenses resulting from the Litigation to be paid by Defendants separate and apart from any other payments Defendants must make under the Settlement. Defendants have agreed that they will not object to Class Counsel's application for an award of attorneys' fees, costs and expenses as long as the total amount requested does not exceed ten million dollars and zero cents (\$10,000,000.00).

Class Counsel has agreed not to seek an award of attorneys' fees, costs and expenses in excess of \$10,000,000.00. This total of ten million dollars is a cap; it is the maximum amount Class Counsel may seek from the Court for any purpose, and the maximum amount that Dollar General can be required to pay as an award of attorneys' fees, costs, and expenses. The Parties have negotiated settlement of these statutory attorney fees and litigation costs under the supervision of the mediator after agreement was reached on the other substantive terms of the Settlement.

- b. Class Counsel shall allocate and distribute the fee award among Class Counsel and any other counsel, Person or entity entitled to any share of the fee award. Defendants shall have no liability or other responsibility for allocation of any such fee award, and, in the event any dispute arises relating to the allocation of fees, Class Counsel agree to hold Defendants harmless from any and all liabilities, costs, and expenses of such dispute.
- c. Defendants agree that they will pay the amounts approved by the Court up to \$10,000,000.00 ten (10) business days after the Effective Date, if Class Counsel has provided Defendants' Counsel with W9 forms and wire instructions by that time.
- d. The Fee Award awarded by the Court as set forth herein shall be the total obligation of Defendants to pay attorneys' fees and expenses of any kind to Class Counsel in connection with this Action and this Settlement. In no event shall Defendants be obligated to pay to Class Counsel any amount larger than the amount set forth herein.

Class Representative Service Awards

- e. Class Counsel may ask the Court for a Service Award in the lump sum amount of one hundred and thirty-five thousand dollars and zero cents (\$135,000.00), as compensation for their efforts in bringing the Action and achieving the benefits of the

Settlement on behalf of the Settlement Class, with the allocation among the Class Representatives to be approved by the Court. Defendants will not object to any application for a Class Representative Service Award equal to or less than the lump sum of \$135,000.00 to be divided amongst the twenty (20) Class Representatives. The Class Representative Service Award shall be paid separate and apart from the Monetary Benefit Amount and shall not take away from or otherwise reduce the monetary relief available to the Settlement Class. This total of \$135,000 is a cap; it is the maximum amount Class Counsel may seek from the Court for any purpose for the totality of Class Representative Service Awards, and the maximum amount that Dollar General can be required to pay for the totality of Class Representative Service Awards.

- f.** Court approval of Class Counsel's Fee Award and Class Representative Service Awards will not be a condition of the Settlement. If the Court denies, in whole or part, Class Counsel's Application for a Fee Award and/or Class Representative Service Awards, or if any Fee Award or Class Representative Service Award ordered by the Court is the subject of any appeal, the remainder of the terms of this Agreement shall remain in effect. In addition, no interest will accrue on such amounts at any time. Neither Class Counsel nor Plaintiffs will request nor will they accept any award inconsistent with these terms.
- g.** Defendants agree that they will pay the amounts approved by the Court for Class Representative Service Awards (10) business days after the Effective Date, if Class Counsel has provided Defendants' Counsel with W9 forms and wire instructions by that time.

- h.** Any payment of a Class Representative Service Award as set forth herein and Benefit from the submission of a Valid Claim shall be the total obligation of Defendants to pay money to Class Representatives in connection with this Action and this Settlement.
- i.** Defendants shall be responsible for paying their own attorneys' fees and expenses.
- j.** Defendants shall not be responsible for any cost that may be incurred by Named Class Representatives or Class Counsel personally in (a) responding to inquiries about this Agreement, the Settlement, or the Class Action; (b) defending the Agreement or the Settlement against any challenge to it; or (c) defending against any challenge to any order or judgment entered under the Agreement, unless otherwise specifically agreed it.

9. Final Judgment, Conditions of Settlement, Effect of Disapproval, Cancellation or Termination

- a.** No later than fourteen days prior to the Final Approval Hearing, Plaintiffs shall move for entry of a Final Order and Judgment (substantially in the form attached as Exhibit F), granting final approval of this Settlement and holding this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves as provided herein, and ordering that the settlement relief be provided as set forth in this Agreement, ordering the releases as set forth in Section 7, and entering judgment in this case. Defendants shall have no obligations to make separate filings in support of the motion. Defendants shall appear at the hearing to confirm their agreement with the terms of the Settlement as provided herein.
- b.** The Court shall schedule and conduct a Final Approval Hearing so that the Court may review any objections to this Settlement, consider the fairness, reasonableness and

adequacy of the Settlement and consider the Plaintiffs' petition for final approval of the Settlement and Class Counsel's application for an award of attorneys' fees, costs and expenses and Service Awards for the Class Representatives. The date of the Final Approval Hearing shall be posted on the Settlement Website in advance of the hearing. If the date of the Final Approval Hearing is subsequently modified by the Court, the date will be updated on the Settlement Website. No further notice is required to be published to Settlement Class Members.

- c. The Parties shall each have the right to unilaterally terminate the Settlement Agreement (except with respect to subparagraph v., of this Section for which only Defendants, in the exercise of their sole discretion, shall have the right to terminate this Settlement) by providing written notice of their election to do so to the other within thirty (30) days if:
 - i. The Court's Preliminary Approval Order of the proposed settlement is materially different from the one set forth in the Settlement Agreement (excluding any changes to the Fee Award and/or the Class Representative Service Award);
 - ii. The Court materially modifies the Settlement Agreement in any manner (excluding any changes to the Fee Award and/or the Class Representative Service Award) including, without limitation, any modification of any term or condition that increases the financial costs to Defendants;
 - iii. Any court fails to enter a Final Order and Judgment consistent with the Settlement Agreement (excluding any changes to the Fee Award and/or the Class Representative Service Award);

- iv. The Settlement Agreement is not upheld on appeal (excluding any changes to the Fee Award and/or the Class Representative Service Award); and/or
- v. More than one hundred fifty (150) members of the Settlement Class decide to Opt-Out from the Settlement.

Should more than 150 members of the Settlement Class decide to Opt-Out from the Settlement pursuant to Rule 23(c)(2) of the Federal Rules of Civil Procedure, Dollar General may withdraw from this Settlement Agreement and have no further obligations under this Settlement Agreement whatsoever. If either Party elects to unilaterally terminate the Settlement Agreement, then such Party must do so within thirty (30) days of the date of the entry of such ruling to the Parties, and provide written notice to all other Parties of its intent to terminate the Settlement Agreement. If Dollar General elects to terminate and withdraw from the Settlement Agreement pursuant to subparagraph (v) of this Section, it must do so by written notice to Class Counsel within fourteen (14) days of its receipt from Class Counsel of the last copy of an exclusion or Opt-Out request from a potential Class Member. In the event that either Party withdraws from this Settlement Agreement as provided in this Section, the Parties shall return to litigation as though no Settlement Agreement ever existed.

10. Representations and Warranties

Each Party represents and warrants to, and agrees with, the other Party as follows:

- a. Each Party has had the opportunity to receive, and has received, independent legal advice from his or her or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

- b.** Defendants represent and warrant: (a) that they have the requisite corporate power and authority to execute, deliver, and perform the Agreement and to consummate the transactions contemplated hereby; (b) that the execution, delivery, and performance of the Agreement and the consummation by them of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Defendants; and (c) that the Agreement has been duly and validly executed and delivered by Defendants and constitutes their legal, valid, and binding obligations.
- c.** Class Representatives represent and warrant that they are entering into the Agreement on behalf of themselves individually and as proposed representatives of the Settlement Class Members, of their own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Each Class Representative represents and warrants that he/she has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable, and covenants that he/she will not file an Opt-Out request from the Settlement Class or Object to the Agreement. Named Class Representatives further represent and warrant that to the best of their information and belief, they have no knowledge of any claims held by them against Dollar General or the other Released Parties that are not released hereto.
- d.** Plaintiffs represent and warrant that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that Plaintiffs have or may have arising out of the Action or pertaining to their purchase and/or use of the Product and/or the design, manufacture, testing, advertising, promoting, marketing, labeling, packaging, or sale of the Product otherwise referred to in this Agreement, and no

- portion of any recovery or settlement to which Plaintiffs may be entitled, has been assigned, transferred, or conveyed by or for Plaintiffs in any manner; and no Person other than Plaintiffs has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of Plaintiffs themselves.
- e. No Party relies or has relied on any statement, representation, omission, inducement, or promise of the other Party (or any officer, agent, employee, representative, or attorney for any other Party) in executing this Agreement, or entering into the Settlement provided for herein, except as expressly stated in this Agreement.

11. Miscellaneous Provisions

- a. **Entire Agreement.** This Settlement Agreement, together with the Exhibits hereto, constitutes the entire agreement between the Parties, and no representations, warranties, or inducements other than those set forth herein have been made to any Party concerning this Settlement Agreement. This Agreement supersedes all prior negotiations, communications, memoranda, and agreements between the Parties. Neither the Plaintiffs nor Defendants are entering into this Agreement in reliance upon any representations, warranties, or inducements other than those contained in this Agreement. If finally approved by the Court, this Settlement Agreement supersedes any prior agreement or understanding among the Parties. No representations, warranties, inducements, promises, or agreements oral or otherwise not embodied or incorporated in this Settlement Agreement have been made concerning or in connection with this Settlement Agreement, or the attached exhibits. Any and all prior discussions, negotiations, agreements, commitments and understandings relating to this Settlement Agreement are superseded hereby and merged into this Settlement Agreement.

- b. Change of Time Periods.** The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Plaintiffs' Counsel and Defendants' Counsel, without notice to Class Members except that the Settlement Administrator shall ensure that such dates are posted on the Settlement Website.
- c. Extension of Time.** 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.
- d. Media and Contact of Class Members.** To avoid contradictory, incomplete, or confusing information about the Settlement, the Parties agree that no written or oral press releases or statements may be made to the media about the Settlement unless specifically approved in advance and in writing by the Parties. Except as noted herein and by mutual agreement of the Parties, the Class Notice shall constitute the only communication with Settlement Class Members regarding the Settlement prior to the Final Approval Hearing. Notwithstanding, Class Counsel can answer any inquiries initiated by Settlement Class Members and may communicate freely with the Class Representatives and/or clients who may be Settlement Class Members.
- e. Cooperation.** Defendants, Plaintiffs, and their respective counsel agree to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms of this Agreement. The Parties shall cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities. The Parties will also cooperate so that

Class Counsel may have such confirmatory discovery as is reasonably necessary in connection with this Agreement.

f. Plaintiffs' and Defendants' Authority. Each of the counsel signing this Settlement Agreement on behalf of the Parties represents that he or she has authority from his or her client or clients to execute this Settlement Agreement on their behalf. Class Counsel represent and warrant that they are authorized to take all appropriate actions required or permitted to be taken by or on behalf of the Plaintiffs and, subsequent to an appropriate Court Order, the Settlement Class in order to effectuate the terms of this Agreement and are also authorized to enter into appropriate modifications or amendments to this Agreement on behalf of the Plaintiffs, and subsequent to an appropriate Court Order, the Settlement Class Members.

g. Governing Law. All terms of this Settlement Agreement shall be governed by and interpreted with the Federal Rules of Civil Procedure and other federal law to the extent applicable; otherwise the law of the State of Missouri shall govern without reference to Missouri's conflict-of-laws principles. Missouri has substantial connection to the Litigation, as a significant amount of the Products at issue were manufactured in Missouri and one of the two Dollar General private label motor oil vendors is located in Missouri and undertook its labeling obligations in Missouri. Solely for purposes of this Settlement Agreement, the Parties stipulate that the consumer protection laws of Missouri are not materially different from those of Arkansas and Texas, where the other vendor who manufactured and labeled Dollar General private label motor oil was located during the relevant period.

- h. Retain Jurisdiction.** Without affecting the finality of the Final Order and Judgment to be entered upon this Settlement, the Court shall retain such exclusive continuing jurisdiction as is necessary and appropriate to implement and enforce the Settlement and the terms of the Agreement, and to administer the performance of the Settlement in accord with its terms. All Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreements embodied in this Agreement. This Settlement Agreement shall be enforced solely in this Court. Any disputes arising or related to this Settlement Agreement shall be heard by the Honorable Gary A. Fenner if then sitting, or his successor and shall be enforced solely therein. The Parties waive any objection which each such Party may have or hereafter have to the venue of any such suit, action, or proceeding and irrevocably consents to the jurisdiction of the Court in any such suit, action, or proceeding, and agrees to accept and acknowledge service of any and all process which may be served in any such suit, action, or proceeding. In addition, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in this Action or any other proceeding for any purpose whatsoever. However, if the Settlement is finally approved, the Released Parties may file the Agreement and/or the Final Approval Order 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, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.
- i. Stay Pending Court Approval.** Class Counsel and Defendants' Counsel agree to stay all proceedings, other than those proceedings necessary to carry out or enforce the

terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. If, despite the Parties' best efforts, this Agreement should fail to become effective, the Parties will return to their prior positions in the Action.

- j. Modification.** The terms or provisions of this Settlement Agreement may not be changed, waived, modified, or varied in any manner whatsoever unless in writing duly signed by all Parties; any such signed modification shall be with the consent of the Court without further notice to the Class unless the Court requires such additional notice. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of its provisions, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Settlement Agreement to be performed by such other Party.
- k. Effect of Non-Approval.** In the event that this Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason including termination, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties or the Settlement Class Members, and shall not be used in this Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc. In such event, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection with this Agreement shall be without prejudice to any Party or Class Member and shall not be admissible or offered into evidence in any action or proceeding, and shall not be

deemed, asserted, or construed to be an admission, confession, concession, or presumption by any Party or any other Person or entity of any fact, matter, or proposition of law, and shall not be used or asserted in any other manner or for any purpose, and all Parties and Class Members shall stand in the same position as if this Agreement and Settlement had not been negotiated, made, or submitted to the Court. Moreover, neither this Settlement nor this Settlement Agreement shall constitute or be an admission for any purpose by Dollar General or any other Person of acquiescence to class certification in any case other than this litigation's Settlement Class for settlement purposes only. The Parties agree that the facts and circumstances of this case are unique, and as such, the Parties agree that this Settlement Agreement, Settlement, and acquiescence to a settlement class on the part of the Released Parties are for settlement purposes only, and shall apply to the facts and circumstances of this case and should not be considered in any other case or set of facts.

- l. Signatures.** This Agreement may be executed in one or more counterparts, and, when so executed, shall constitute a binding original; each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent by email shall be deemed original signatures and shall be binding.
- m. Notices.** Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by United States First Class Mail and email to:

(i.) If to Plaintiffs or Class Counsel:

Cynthia St. Amant
Kanner & Whiteley, LLC

701 Camp Street
New Orleans, LA 70130
c.stamant@kanner-law.com

(ii.) If to Defendants or Defendants' counsel ("Defendants' Counsel"):

Dollar General
c/o McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219
Attn: R. Trent Taylor
rtaylor@mcguirewoods.com

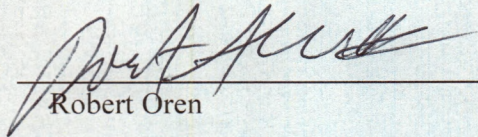
- n. Good Faith.** The Parties agree that they will act in good faith to promote the consummation of this Settlement and achievement of an Effective Date and will not engage in any conduct that will or may frustrate the purpose of this Agreement.
- o. Protective Orders.** All orders, settlement agreements and designations regarding the confidentiality of documents and information ("Protective Orders") including the Stipulated Protective Order entered by the Court on September 6, 2016, remain in effect, and all Parties and counsel remain bound to comply with the Protective Orders, including the provisions to certify the destruction of "Confidential" documents.
- p. Binding on Successors.** This Agreement shall be binding, and inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the Parties, once it is approved by the Court.
- q. Arm's-Length Negotiations.** The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement have been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel and under the supervision of, and upon specific recommendations provided by, an experienced mediator, Eric Van Loon with JAMS.

- r. Construing the Agreement.** Because of the arm's-length negotiations described above, all Parties hereto have contributed substantially and materially to the preparation of this Settlement Agreement, which, therefore, may not be construed against the drafter of it or any portion of it, and the doctrine of contra proferentum shall not apply in constructing this Agreement nor shall any other such similar doctrine apply. All personal pronouns used in this Settlement Agreement, whether used in the masculine, feminine or neutral gender, shall include all other genders, and the singular shall include the plural and vice-versa.
- s. Waiver.** The waiver by any 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.
- t. Exhibits.** All Exhibits to this Settlement Agreement are material and integral parts hereof, and are completely incorporated by reference as if fully rewritten herein.
- u. Variance.** In the event of any variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibit(s).
- v. Attorneys' Fees.** Notwithstanding any of the provisions herein, if any Party finds it necessary to institute legal proceedings to enforce another Party's obligation under this Agreement, the prevailing Party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Plaintiffs

Dated: February 2, 2021

By: 
Robert Oren

Dated: February __, 2021

By: _____
Roberto Vega, Jr.

Dated: February __, 2021

By: _____
Allen Brown

Dated: February __, 2021

By: _____
Bradford Barfoot

Dated: February __, 2021

By: _____
Gerardo Solis

Dated: February __, 2021

By: _____
Nicholas Meyer

Dated: February __, 2021

By: _____
John Foppe

Dated: February __, 2021

By: _____
John McCormick

Dated: February __, 2021

By: _____
Bruce Gooel

Dated: February __, 2021

By: _____
Scott Sheehy

Dated: February __, 2021

By: _____
Janine Harvey

Plaintiffs

Dated: February __, 2021

By: _____
Robert Oren

Dated: February 3, 2021

By: _____
Robertis Vega, Jr.

Dated: February __, 2021

By: _____
Allen Brown

Dated: February __, 2021

By: _____
Bradford Barfoot

Dated: February __, 2021

By: _____
Gerardo Solis

Dated: February __, 2021

By: _____
Nicholas Meyer

Dated: February __, 2021

By: _____
John Foppe

Dated: February __, 2021

By: _____
John McCormick

Dated: February __, 2021

By: _____
Bruce Gooel

Dated: February __, 2021

By: _____
Scott Sheehy

Dated: February __, 2021

By: _____
Janine Harvey

Plaintiffs

Dated: February __, 2021	By: _____ Robert Oren
Dated: February __, 2021	By: _____ Roberto Vega, Jr.
Dated: February <u>3</u> , 2021	By: _____ Allen Brown
Dated: February __, 2021	By: _____ Bradford Barfoot
Dated: February __, 2021	By: _____ Gerardo Solis
Dated: February __, 2021	By: _____ Nicholas Meyer
Dated: February __, 2021	By: _____ John Foppe
Dated: February __, 2021	By: _____ John McCormick
Dated: February __, 2021	By: _____ Bruce Gooel
Dated: February __, 2021	By: _____ Scott Sheehy
Dated: February __, 2021	By: _____ Janine Harvey

Plaintiffs

Dated: February __, 2021

By: _____
Robert Oren

Dated: February __, 2021

By: _____
Roberto Vega, Jr.

Dated: February __, 2021

By: _____
Allen Brown

Dated: February 2, 2021

By: _____
Bradford Barfoot

Dated: February __, 2021

By: _____
Gerardo Solis

Dated: February __, 2021

By: _____
Nicholas Meyer

Dated: February __, 2021

By: _____
John Foppe

Dated: February __, 2021

By: _____
John McCormick

Dated: February __, 2021

By: _____
Bruce Goel

Dated: February __, 2021

By: _____
Scott Sheehy

Dated: February __, 2021

By: _____
Janine Harvey

Plaintiffs

Dated: February __, 2021

By: _____
Robert Oren

Dated: February __, 2021

By: _____
Roberto Vega, Jr.


Dated: February __, 2021

By: _____
Allen Brown

Dated: February __, 2021

By: _____
Bradford Barfoot

Dated: February ⁰²__, 2021

By:  _____
Gerardo Solis

Dated: February __, 2021

By: _____
Nicholas Meyer

Dated: February __, 2021

By: _____
John Foppe

Dated: February __, 2021

By: _____
John McCormick

Dated: February __, 2021

By: _____
Bruce Gooel

Dated: February __, 2021

By: _____
Scott Sheehy

Dated: February __, 2021

By: _____
Janine Harvey

Plaintiffs

Dated: February __, 2021

By: _____
Robert Oren

Dated: February __, 2021

By: _____
Roberto Vega, Jr.

Dated: February __, 2021

By: _____
Allen Brown


Dated: February __, 2021

By: _____
Bradford Barfoot

Dated: February __, 2021

By: _____
Gerardo Solis

Dated: February 2, 2021

By: _____
Nicholas Meyer

Dated: February __, 2021

By: _____
John Foppe

Dated: February __, 2021

By: _____
John McCormick

Dated: February __, 2021

By: _____
Bruce Goel

Dated: February __, 2021

By: _____
Scott Sheehy

Dated: February __, 2021

By: _____
Janine Harvey

Plaintiffs

Dated: February __, 2021

By: _____
Robert Oren

Dated: February __, 2021

By: _____
Roberto Vega, Jr.

Dated: February __, 2021

By: _____
Allen Brown

Dated: February __, 2021

By: _____
Bradford Barfoot

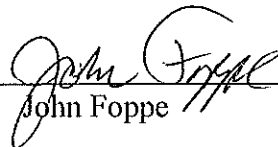
Dated: February __, 2021

By: _____
Gerardo Solis

Dated: February __, 2021

By: _____
Nicholas Meyer

Dated: February 2, 2021

By:  _____
John Foppe

Dated: February __, 2021

By: _____
John McCormick

Dated: February __, 2021

By: _____
Bruce Gooel

Dated: February __, 2021

By: _____
Scott Sheehy

Dated: February __, 2021

By: _____
Janine Harvey

Plaintiffs

Dated: February __, 2021

By: _____
Robert Oren

Dated: February __, 2021

By: _____
Roberto Vega, Jr.

Dated: February __, 2021

By: _____
Allen Brown

Dated: February __, 2021

By: _____
Bradford Barfoot

Dated: February __, 2021

By: _____
Gerardo Solis

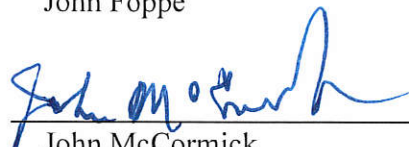
Dated: February __, 2021

By: _____
Nicholas Meyer

Dated: February __, 2021

By: _____
John Foppe

Dated: February 4, 2021

By:  _____
John McCormick

Dated: February __, 2021

By: _____
Bruce Gooel

Dated: February __, 2021

By: _____
Scott Sheehy

Dated: February __, 2021

By: _____
Janine Harvey

Plaintiffs

Dated: February __, 2021

By: _____
Robert Oren

Dated: February __, 2021

By: _____
Roberto Vega, Jr.

Dated: February __, 2021

By: _____
Allen Brown

Dated: February __, 2021

By: _____
Bradford Barfoot

Dated: February __, 2021

By: _____
Gerardo Solis

Dated: February __, 2021

By: _____
Nicholas Meyer

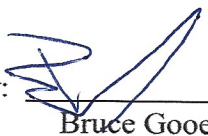
Dated: February __, 2021

By: _____
John Foppe

Dated: February __, 2021

By: _____
John McCormick

Dated: February 1, 2021

By:  _____
Bruce Gooel

Dated: February __, 2021

By: _____
Scott Sheehy

Dated: February __, 2021

By: _____
Janine Harvey

Plaintiffs

Dated: February __, 2021

By: _____
Robert Oren

Dated: February __, 2021

By: _____
Roberto Vega, Jr.

Dated: February __, 2021

By: _____
Allen Brown

Dated: February __, 2021

By: _____
Bradford Barfoot

Dated: February __, 2021

By: _____
Gerardo Solis

Dated: February __, 2021

By: _____
Nicholas Meyer

Dated: February __, 2021

By: _____
John Foppe

Dated: February __, 2021

By: _____
John McCormick

Dated: February __, 2021

By: _____
Bruce Gooel

Dated: February 2, 2021

By: _____
Scott Sheehy

Dated: February __, 2021

By: _____
Janine Harvey

Plaintiffs

Dated: February __, 2021

By: _____
Robert Oren

Dated: February __, 2021

By: _____
Roberto Vega, Jr.

Dated: February __, 2021

By: _____
Allen Brown

Dated: February __, 2021

By: _____
Bradford Barfoot

Dated: February __, 2021

By: _____
Gerardo Solis

Dated: February __, 2021

By: _____
Nicholas Meyer

Dated: February __, 2021

By: _____
John Foppe

Dated: February __, 2021

By: _____
John McCormick

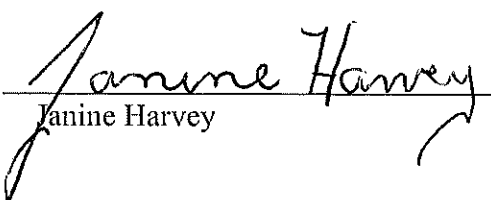
Dated: February __, 2021

By: _____
Bruce Goel

Dated: February __, 2021

By: _____
Scott Sheehy

Dated: February 2, 2021

By: 
Janine Harvey



DocuSign Envelope ID: 1141879B-2547-42C0-8432-897A8A7C670F

Dated: February 2, 2021

By: 
William Flinn

Dated: February 2, 2021

By: 
Kevin Gadson

Dated: February __, 2021

By: _____
Miriam Fruhling

Dated: February __, 2021

By: _____
Robin Preas

Dated: February __, 2021

By: _____
James Taschner

Dated: February __, 2021

By: _____
Jason Wood

Dated: February __, 2021

By: _____
Robert Barrows

Dated: February __, 2021

By: _____
Brandon Raab

Dated: February __, 2021

By: _____
Seit Alla

Class Counsel

Dated: February __, 2021

By: _____
KANNER & WHITELEY, LLC
Allan Kanner
Cynthia G. St. Amant
701 Camp Street
New Orleans, LA 70130


Dated: February __, 2021

By: _____
William Flinn

Dated: February __, 2021

By: _____
Kevin Gadson

Dated: February 2, 2021

By: 
Miriam Fruhling

Dated: February __, 2021

By: _____
Robin Preas

Dated: February __, 2021

By: _____
James Taschner

Dated: February __, 2021

By: _____
Jason Wood

Dated: February __, 2021

By: _____
Robert Barrows

Dated: February __, 2021

By: _____
Brandon Raab

Dated: February __, 2021

By: _____
Seit Alla

Class Counsel

Dated: February __, 2021

By: _____
KANNER & WHITELEY, LLC
Allan Kanner
Cynthia G. St. Amant
701 Camp Street
New Orleans, LA 70130

Dated: February __, 2021

By: _____
William Flinn

Dated: February __, 2021

By: _____
Kevin Gadson

Dated: February __, 2021

By: _____
Miriam Fruhling

Dated: February 3, 2021

By: Robin P. Preas
Robin Preas

Dated: February __, 2021

By: _____
James Taschner

Dated: February __, 2021

By: _____
Jason Wood

Dated: February __, 2021

By: _____
Robert Barrows

Dated: February __, 2021

By: _____
Brandon Raab

Dated: February __, 2021

By: _____
Seit Alla

Class Counsel

Dated: February __, 2021

By: _____
KANNER & WHITELEY, LLC
Allan Kanner
Cynthia G. St. Amant
701 Camp Street
New Orleans, LA 70130

Dated: February __, 2021

By: _____
William Flinn

Dated: February __, 2021

By: _____
Kevin Gadson

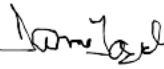
Dated: February __, 2021

By: _____
Miriam Fruhling

Dated: February __, 2021

By: _____
Robin Preas

Dated: February 2, 2021

By: 
James Taschner

Dated: February 2, 2021

By: Jason Wood
Jason Wood

Dated: February 4, 2021

By: Roger Barrows
Roger Barrows

Dated: February __, 2021

By: _____
Brandon Raab

Dated: February __, 2021

By: _____
Seit Alla

Class Counsel

Dated: February __, 2021

By: _____
KANNER & WHITELEY, LLC
Allan Kanner
Cynthia G. St. Amant
701 Camp Street
New Orleans, LA 70130

Dated: February __, 2021

By: _____
William Flinn

Dated: February __, 2021

By: _____
Kevin Gadson

Dated: February __, 2021

By: _____
Miriam Fruhling

Dated: February __, 2021

By: _____
Robin Preas

Dated: February __, 2021

By: _____
James Taschner

Dated: February __, 2021

By: _____
Jason Wood

Dated: February __, 2021

By: _____
Robert Barrows

Dated: February 2, 2021

By:  _____
Brandon Raab

Dated: February __, 2021

By: _____
Seit Alla

Class Counsel

Dated: February __, 2021

By: _____
KANNER & WHITELEY, LLC
Allan Kanner
Cynthia G. St. Amant
701 Camp Street
New Orleans, LA 70130

Dated: February __, 2021

By: _____
William Flinn

Dated: February __, 2021

By: _____
Kevin Gadson

Dated: February __, 2021

By: _____
Miriam Fruhling

Dated: February __, 2021

By: _____
Robin Preas

Dated: February __, 2021

By: _____
James Taschner

Dated: February __, 2021

By: _____
Jason Wood

Dated: February __, 2021

By: _____
Robert Barrows

Dated: February __, 2021

By: _____
Brandon Raab

Dated: February 2, 2021

By:  _____
Seit Alla

Class Counsel

Dated: February __, 2021

By: _____
KANNER & WHITELEY, LLC
Allan Kanner
Cynthia G. St. Amant
701 Camp Street
New Orleans, LA 70130

Dated: February , 2021

By: _____
William Flinn

Dated: February , 2021

By: _____
Kevin Gadson

Dated: February , 2021

By: _____
Miriam Fruhling

Dated: February __, 2021

By: _____
Robin Preas

Dated: February __, 2021

By: _____
James Taschner

Dated: February __, 2021

By: _____
Jason Wood

Dated: February , 2021

By: _____
Robert Barrows

Dated: February , 2021


By: _____
Brandon Raab

Dated: February __, 2021

By: _____
Seit Alla

Class Counsel

Dated: February 2 , 2021

By:  _____
KANNER & WHITESLEY, LLC
Allan Kanner
Cynthia G. St. Amant
701 Camp Street
New Orleans, LA 70130

Dated: February 2, 2021

By: 
HUMPHREY FARRINGTON & MCCLAIN, P.C.
Kenneth B. McClain
Kevin D. Stanley
221 West Lexington Ave., Ste. 400
Independence, MO 64051

Dated: February __, 2021

By: _____
SIMMONS HANLY CONROY, LLC
Mitchell M. Breit
112 Madison Avenue, 7th floor
New York, NY 10016-7416

Dated: February __, 2021

By: _____
MOTLEY RICE, LLC
Esther E. Berzofsky
Michael J. Quirk
210 Lake Dr. East, Suite 101
Cherry Hill, NJ 08002

Dated: February __, 2021

By: _____
MILSTEIN, JACKSON, FAIRCHILD &
WADE, LLP
Gillian L. Wade
Sara D. Avila
Marc Castaneda
10250 Constellation Blvd., 14th Floor
Los Angeles, CA 90067

Dated: February __, 2021

By: _____
CLARK LAW FIRM, P.C.
Gerald H. Clark
Mark W. Morris
811 Sixteenth Ave.
Belmar, NJ 07719

Dated: February __, 2021

By: _____
HUMPHREY FARRINGTON & MCCLAIN, P.C.
Kenneth B. McClain
Kevin D. Stanley
221 West Lexington Ave., Ste. 400
Independence, MO 64051

Dated: February 2, 2021

By: _____
SIMMONS HANLY CONROY, LLC
Mitchell M. Breit
112 Madison Avenue, 7th floor
New York, NY 10016-7416

Dated: February __, 2021

By: _____
MOTLEY RICE, LLC
Esther E. Berzofsky
Michael J. Quirk
210 Lake Dr. East, Suite 101
Cherry Hill, NJ 08002

Dated: February __, 2021

By: _____
MILSTEIN, JACKSON, FAIRCHILD &
WADE, LLP
Gillian L. Wade
Sara D. Avila
Marc Castaneda
10250 Constellation Blvd., 14th Floor
Los Angeles, CA 90067

Dated: February __, 2021

By: _____
CLARK LAW FIRM, P.C.
Gerald H. Clark
Mark W. Morris
811 Sixteenth Ave.
Belmar, NJ 07719


Dated: February __, 2021

By: _____
HUMPHREY FARRINGTON & MCCLAIN, P.C.
Kenneth B. McClain
Kevin D. Stanley
221 West Lexington Ave., Ste. 400
Independence, MO 64051

Dated: February __, 2021

By: _____
SIMMONS HANLY CONROY, LLC
Mitchell M. Breit
112 Madison Avenue, 7th floor
New York, NY 10016-7416

Dated: February 1, 2021

By:  _____
MOTLEY RICE, LLC
Esther E. Berezofsky
Michael J. Quirk
210 Lake Dr. East, Suite 101
Cherry Hill, NJ 08002

Dated: February __, 2021

By: _____
MILSTEIN, JACKSON, FAIRCHILD &
WADE, LLP
Gillian L. Wade
Sara D. Avila
Marc Castaneda
10250 Constellation Blvd., 14th Floor
Los Angeles, CA 90067

Dated: February __, 2021

By: _____
CLARK LAW FIRM, P.C.
Gerald H. Clark
Mark W. Morris
811 Sixteenth Ave.
Belmar, NJ 07719

Dated: February __, 2021

By: _____
HUMPHREY FARRINGTON & MCCLAIN, P.C.
Kenneth B. McClain
Kevin D. Stanley
221 West Lexington Ave., Ste. 400
Independence, MO 64051


Dated: February __, 2021

By: _____
SIMMONS HANLY CONROY, LLC
Mitchell M. Breit
112 Madison Avenue, 7th floor
New York, NY 10016-7416

Dated: February __, 2021

By: _____
MOTLEY RICE, LLC
Esther E. Berzofsky
Michael J. Quirk
210 Lake Dr. East, Suite 101
Cherry Hill, NJ 08002

Dated: February 1, 2021

By:  _____
MILSTEIN, JACKSON, FAIRCHILD &
WADE, LLP
Gillian L. Wade
Sara D. Avila
Marc Castaneda
10250 Constellation Blvd., 14th Floor
Los Angeles, CA 90067

Dated: February __, 2021

By: _____
CLARK LAW FIRM, P.C.
Gerald H. Clark
Mark W. Morris
811 Sixteenth Ave.
Belmar, NJ 07719

Dated: February __, 2021

By: _____
HUMPHREY FARRINGTON & MCCLAIN, P.C.
Kenneth B. McClain
Kevin D. Stanley
221 West Lexington Ave., Ste. 400
Independence, MO 64051

Dated: February __, 2021

By: _____
SIMMONS HANLY CONROY, LLC
Mitchell M. Breit
112 Madison Avenue, 7th floor
New York, NY 10016-7416


Dated: February __, 2021

By: _____
MOTLEY RICE, LLC
Esther E. Berzofsky
Michael J. Quirk
210 Lake Dr. East, Suite 101
Cherry Hill, NJ 08002

Dated: February __, 2021

By: _____
MILSTEIN, JACKSON, FAIRCHILD &
WADE, LLP
Gillian L. Wade
Sara D. Avila
Marc Castaneda
10250 Constellation Blvd., 14th Floor
Los Angeles, CA 90067

Dated: February 2, 2021

By:  _____
CLARK LAW FIRM, P.C.
Gerald H. Clark
Mark W. Morris
811 Sixteenth Ave.
Belmar, NJ 07719

Dated: February 4, 2021

By: 

THE CASEY LAW FIRM, LLC

M. Ryan Casey

P.O. Box 4577

Frisco, CO 80443

Dated: February __, 2021

By: _____

FUTSCHER LAW, PLLC

David Futscher

913 N. Oak Drive

Villa Hills, KY 41017

Dated: February __, 2021

By: _____

SMITH, GILDEA & SCHMIDT, LLC

Stephen J. Nolan

600 Washington Ave.

Towson, MD 21204

Dated: February __, 2021

By: _____

LAW OFFICES OF JOHN P. ZUCCARINI

John P. Zuccarini

6880 SW 126 Terrace

Miami, FL 33156

Dated: February __, 2021

By: _____

ADEMI LLP

Shpetim Ademi

Mark A. Eldridge

3620 East Layton Ave.

Cudahy, WI 53110

Dated: February __, 2021

By: _____

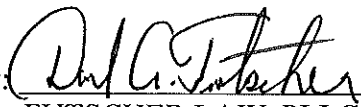
MASCHKA, RIEDY, RIES & FRENTZ LAW
FIRM

Jed Chronic

Dated: February __, 2021

By: _____
THE CASEY LAW FIRM, LLC
M. Ryan Casey
P.O. Box 4577
Frisco, CO 80443

Dated: February 2, 2021

By:  _____
FUTSCHER LAW, PLLC
David Futscher
913 N. Oak Drive
Villa Hills, KY 41017

Dated: February __, 2021

By: _____
SMITH, GILDEA & SCHMIDT, LLC
Stephen J. Nolan
600 Washington Ave.
Towson, MD 21204

Dated: February __, 2021

By: _____
LAW OFFICES OF JOHN P. ZUCCARINI
John P. Zuccarini
6880 SW 126 Terrace
Miami, FL 33156

Dated: February __, 2021

By: _____
ADEMI LLP
Shpetim Ademi
Mark A. Eldridge
3620 East Layton Ave.
Cudahy, WI 53110

Dated: February __, 2021

By: _____
MASCHKA, RIEDY, RIES & FRENTZ LAW
FIRM
Jed Chronic

Dated: February __, 2021

By: _____
THE CASEY LAW FIRM, LLC
M. Ryan Casey
P.O. Box 4577
Frisco, CO 80443

Dated: February __, 2021

By: _____
FUTSCHER LAW, PLLC
David Futscher
913 N. Oak Drive
Villa Hills, KY 41017

Dated: February 4, 2021

By:  _____
SMITH, GILDEA & SCHMIDT, LLC
Stephen J. Nolan
600 Washington Ave.
Towson, MD 21204

Dated: February __, 2021

By: _____
LAW OFFICES OF JOHN P. ZUCCARINI
John P. Zuccarini
6880 SW 126 Terrace
Miami, FL 33156

Dated: February __, 2021

By: _____
ADEMI LLP
Shpetim Ademi
Mark A. Eldridge
3620 East Layton Ave.
Cudahy, WI 53110

Dated: February __, 2021

By: _____
MASCHKA, RIEDY, RIES & FRENTZ LAW
FIRM
Jed Chronic

Dated: February __, 2021

By: _____
THE CASEY LAW FIRM, LLC
M. Ryan Casey
P.O. Box 4577
Frisco, CO 80443

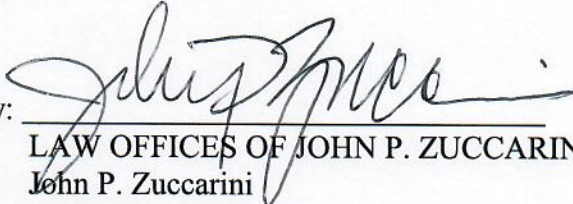
Dated: February __, 2021

By: _____
FUTSCHER LAW, PLLC
David Futscher
913 N. Oak Drive
Villa Hills, KY 41017

Dated: February __, 2021

By: _____
SMITH, GILDEA & SCHMIDT, LLC
Stephen J. Nolan
600 Washington Ave.
Towson, MD 21204

Dated: February 15th, 2021

By:  _____
LAW OFFICES OF JOHN P. ZUCCARINI
John P. Zuccarini
6880 SW 126 Terrace
Miami, FL 33156

Dated: February __, 2021

By: _____
ADEMI LLP
Shpetim Ademi
Mark A. Eldridge
3620 East Layton Ave.
Cudahy, WI 53110

Dated: February __, 2021

By: _____
MASCHKA, RIEDY, RIES & FRENTZ LAW
FIRM
Jed Chronic

Dated: February __, 2021

By: _____
THE CASEY LAW FIRM, LLC
M. Ryan Casey
P.O. Box 4577
Frisco, CO 80443

Dated: February __, 2021

By: _____
FUTSCHER LAW, PLLC
David Futscher
913 N. Oak Drive
Villa Hills, KY 41017


Dated: February __, 2021

By: _____
SMITH, GILDEA & SCHMIDT, LLC
Stephen J. Nolan
600 Washington Ave.
Towson, MD 21204

Dated: February __, 2021

By: _____
LAW OFFICES OF JOHN P. ZUCCARINI
John P. Zuccarini
6880 SW 126 Terrace
Miami, FL 33156

Dated: February 2, 2021

By:  _____
ADEMI LLP
Shpetim Ademi
Mark A. Eldridge
3620 East Layton Ave.
Cudahy, WI 53110

Dated: February __, 2021

By: _____
MASCHKA, RIEDY, RIES & FRENTZ LAW
FIRM
Jed Chronic

Dated: February __, 2021

By: _____
THE CASEY LAW FIRM, LLC
M. Ryan Casey
P.O. Box 4577
Frisco, CO 80443

Dated: February __, 2021

By: _____
FUTSCHER LAW, PLLC
David Futscher
913 N. Oak Drive
Villa Hills, KY 41017

Dated: February __, 2021

By: _____
SMITH, GILDEA & SCHMIDT, LLC
Stephen J. Nolan
600 Washington Ave.
Towson, MD 21204

Dated: February __, 2021

By: _____
LAW OFFICES OF JOHN P. ZUCCARINI
John P. Zuccarini
6880 SW 126 Terrace
Miami, FL 33156

Dated: February __, 2021

By: _____
ADEMI LLP
Shpetim Ademi
Mark A. Eldridge
3620 East Layton Ave.
Cudahy, WI 53110

Dated: February 4, 2021

By:  _____
MASCHKA, RIEDY, RIES & FRENTZ LAW
FIRM
Jed Chronic

151 St. Andrews Ct., Ste. 1010
Mankato, MN 56001

Dated: February 1, 2021

By: 

THE LAW OFFICES OF A. CRAIG EILAND,
P.C.

A. Craig Eiland
2200 Market Street, Suite 501
Galveston, TX 77550

Dated: February __, 2021

By: _____

DANIELS LAW FIRM, P.C.

Walter Daniels
14 S. Pack Square #502
Ashville, NC 28801

Dated: February __, 2021

By: _____

KU & MUSSMAN, P.A.

Brian Ku
Louis Mussman
18501 Pines Blvd. Ste. 209-A
Pembroke Pines, Florida 33029

151 St. Andrews Ct., Ste. 1010
Mankato, MN 56001

Dated: February __, 2021

By: _____
THE LAW OFFICES OF A. CRAIG EILAND,
P.C.
A. Craig Eiland
2200 Market Street, Suite 501
Galveston, TX 77550

Dated: February 3rd, 2021

By: Walter E. Daniels
DANIELS LAW FIRM, P.C.
Walter Daniels
14 S. Pack Square #502
Ashville, NC 28801

Dated: February __, 2021

By: _____
KU & MUSSMAN, P.A.
Brian Ku
Louis Mussman
18501 Pines Blvd. Ste. 209-A
Pembroke Pines, Florida 33029

151 St. Andrews Ct., Ste. 1010
Mankato, MN 56001


Dated: February __, 2021

By: _____
THE LAW OFFICES OF A. CRAIG EILAND,
P.C.
A. Craig Eiland
2200 Market Street, Suite 501
Galveston, TX 77550

Dated: February __, 2021

By: _____
DANIELS LAW FIRM, P.C.
Walter Daniels
14 S. Pack Square #502
Ashville, NC 28801

Dated: February 3, 2021

By:  _____
KU & MUSSMAN, P.A.
Brian Ku
Louis Mussman
18501 Pines Blvd. Ste. 209-A
Pembroke Pines, Florida 33029

Defendants:

Dated: February 1, 2021

DocuSigned by:
Rhonda Taylor
22EC3DEAE2F848A
Dollar General Corporation
By: Rhonda Taylor
Title: EVP, General Counsel

Dated: February 1, 2021

DocuSigned by:
Rhonda Taylor
22FC3DEAE2F848A
Dolgencorp, LLC
By: Rhonda Taylor
Title: EVP, General Counsel

Dated: February 1, 2021

DocuSigned by:
Rhonda Taylor
22EC3DEAE2F848A
DG Retail, LLC
By: Rhonda Taylor
Title: EVP, General Counsel

