

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF OKLAHOMA**

LORI HARTLINE, ON BEHALF OF  
HERSELF AND THOSE SIMILARLY  
SITUATED,

Plaintiff,

vs.

DOLLAR GENERAL CORPORATION,  
DOLGENCORP, LLC D/B/A DOLLAR  
GENERAL, INDIVIDUALLY, JOINTLY,  
SEVERALLY, OR IN THE ALTERNATIVE,

Defendant.

Civil Case No.: 23-CV-319-JAR

**JURY TRIAL DEMANDED**

**CLASS ACTION COMPLAINT**

Plaintiff Lori Hartline (“Mr. Hartline”), on behalf of herself and those similarly situated, by way of Complaint, states:

**NATURE OF THE ACTION**

1. This is a consumer protection class action against DOLLAR GENERAL CORPORATION (“DGC”), and DOLGENCORP, LLC D/B/A DOLLAR GENERAL (“DOLGEN”) (collectively, “Defendants”) arising out of Defendant’s policies and practices of regularly charging Plaintiffs and putative class members a higher price at the register than the price of merchandise advertised on the shelves at the time of sale at its Dollar General stores in Oklahoma.

2. The class action claims arise from Defendant’s regular practice of charging customers a higher price at the cash register on various items than the price advertised on the in-store shelves, in violation of Okla. Stat. Tit. 15, §§ 751, *et seq.*, and Oklahoma common law on behalf of consumers.

### **VENUE AND JURISDICTION**

3. The Court has personal jurisdiction over the Defendant because it regularly conducts business transactions in this District and has committed the complained-of acts in this District. For example, Defendant maintains a store in Porum, Oklahoma, which is in this District.

4. Subject matter jurisdiction in this civil action is authorized pursuant to 28 U.S.C. § 1332(d)(2), as the amount in controversy is in excess of \$5 million.

### **PARTIES**

5. Plaintiff resides in Checotah, Oklahoma.

6. Defendant DOLGENCORP, LLC operates stores trading as “Dollar General” in the State of Oklahoma. DOLGENCORP, LLC is incorporated under the laws of the State of Kentucky with a principal place of business at 100 Mission Ridge, Goodlettsville, Tennessee.

7. Defendant DGC is the parent of DOLGENCORP, LLC. DGC’s principal place of business is in Goodlettsville, Tennessee.

### **FACTS RELATED TO DOLGEN**

8. Plaintiff and all others similarly situated are persons who shop at Dollar General stores in Oklahoma.

9. Defendants operate dollar stores that offer a variety of inexpensive merchandise, including home products, seasonal products, consumables, and apparel. The company’s business model is about offering products at competitive prices (typically less than \$10) in a convenient, small-store format. Its core customer category includes low-to-middle-income customers. The

company's stores are located in convenient locations that are easily accessible to its customers. It follows a small-box format and the stores have an easy "in and out" shopping set-up.<sup>1</sup>

10. Defendants cater mainly to low-income and middle-income customers in rural and suburban areas. The company's core customers earn around \$40,000 a year or below, \$20,000 below the median income. Dollar General looks to build stores in rural areas where a big box retailer or grocery store is not within 15 or 20 miles. Around 75% of Dollar General stores are in towns with 20,000 or fewer people.<sup>2</sup>

11. As of March 2022, Defendants owned and operated approximately Five-Hundred Twenty-Seven (527) Dollar General stores in Oklahoma, with more locations scheduled to open.<sup>3</sup>

#### **FACTS RELATED TO PLAINTIFFS' TRANSACTIONS**

12. Plaintiff regularly shops at the Dollar General Store Number #21606 located at 428917 Texanna Rd., Porum, OK 74455 ("Dollar General Porum").

13. While shopping at Dollar General Porum in the Spring of 2023, Ms. Hartline noticed discrepancies between the prices of merchandise advertised on the shelves and what she was charged and paid at checkout.

14. When there was a price discrepancy, Plaintiff was charged and paid more than the advertised price.

15. In May 2023, Ms. Hartline filed a complaint with the Oklahoma Attorney General. See **Exhibit 1**, Oklahoma Attorney General Response to Consumer Complaint.

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<sup>1</sup> See <https://marketrealist.com/2017/04/dollar-general-why-small-format-stores-are-key/> (last visited Sep. 14, 2023)

<sup>2</sup> See <https://www.cnn.com/2019/07/19/business/dollar-general-opposition> (last visited Sep. 14, 2023)

<sup>3</sup> See <https://www.statista.com/statistics/1121086/number-of-dollar-general-stores-in-the-united-states-by-state/>. (last visited Sep. 14, 2023)

16. On June 15, 2023, Ms. Hartline made another purchase at Dollar General Porum, using her debit card, during which Defendant charged her a higher price for its merchandise than the advertised shelf price. Specifically, Defendant advertised a price of \$3.00 for each 25oz can of Bud Light Chelada. Ms. Hartline purchased three (3) cans and was charged \$3.15 for each. As such, Defendant overcharged Ms. Hartline a total of \$0.45. See **Exhibit 2**, Receipt, advertisement.

17. That same day, Ms. Hartline called in a complaint to DOLGEN.

18. On or about June 22, 2023, Ms. Hartline, using her credit card, purchased eleven (11) items at Dollar General Porum during which Dollar General charged her a higher price for its merchandise than the advertised shelf price. The discrepancies are outlined below:

(See **Exhibit 3**: Receipt, advertisements)

Date	Location	Brand	Product	Price on Sign	Price at Register	Overcharge Amount
22-June-23	Porum	Wonder	Classic White Bread	\$2.80	\$3.35	\$0.55
22-June-23	Porum	Clover Valley	SF Strawberry Sugar Wafers	\$1.50	\$2.50	\$1.00
22-June-23	Porum	Dr. Pepper	2x 12-pack of Dr. Pepper	2 for \$13.00	\$7.95 ea.	\$2.90

19. On or about June 22, 2023, Ms. Hartline filed another complaint with the Oklahoma Attorney General. See **Exhibit 4**, Oklahoma Attorney General Consumer Complaint.

20. On August 27, 2023, Ms. Hartline made another purchase at Dollar General Porum, using her debit card, during which Defendant charged her a higher price for its merchandise than the advertised shelf price. Specifically, Defendant advertised a price of \$10.30 for Forever Pals cat litter. Ms. Hartline purchased one (1) container of Forever Pals cat litter and was charged \$11.30.

As such, Defendant overcharged Ms. Hartline a total of \$1.00. See **Exhibit 5**, Receipt, advertisement.

21. On or about August 27, 2023, Ms. Hartline filed a third complaint with the Oklahoma Attorney General. See **Exhibit 6**, Oklahoma Attorney General Consumer Complaint.

22. On or about October 10, 2022, a lawsuit was commenced against Defendant in the Superior Court of New Jersey, Law Division, Monmouth County, stylized *Ryan Button on behalf of himself and others similarly situated v. Dollar General Corporation, et al.*, assigned docket number MON-L-002774-22 (the “NJ Overcharge Matter”). A copy of the complaint, docket sheets, and an excerpt from the Notice of Removal is attached as **Composite Exhibit 7**.<sup>4</sup>

23. On or about November 4, 2022, Defendant was served with the summons and complaint in the NJ Overcharge Matter. See *Exh. 8*, p. 54 at ¶ 2.

24. On or about October 11, 2022, another lawsuit was commenced against Defendant in the Court of Common Pleas, Lorain County, Ohio, stylized *Norman Husar, on behalf of himself and those similarly situated v. Dolgen Midwest, LLC d/b/a Dollar General*, assigned docket number 22-CV-207195 (the “OH Overcharge Matter”). A copy of the complaint, docket sheets, and an excerpt from the Notice of Removal is attached as **Composite Exhibit 8**.<sup>5</sup>

25. On or about October 14, 2022, Defendant (under various entities) was served with the OH Overcharge Matter summons and complaint. See *Exh. 2*, p. 98 at ¶ 2.

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<sup>4</sup> On December 5, 2022, the Defendant (under various entities) in the NJ Overcharge Matter removed the matter to the United States District Court for the District of New Jersey. As such, docket sheets for both the state court and federal court are attached.

<sup>5</sup> On November 14, 2022, the Defendant (under various entities) in the OH Overcharge Matter removed the matter to the United States District Court for the Northern District of Ohio. As such, docket sheets for both the state court and federal court are attached

26. On or about November 1, 2022, the State of Ohio, through its Attorney General, commenced an action against DGC, stylized *State of Ohio ex rel. Attorney General Dave Yost v. Dollar General Corporation d/b/a Dollar General*, assigned docket number cv-2022-11-1812 (the “OH AG Matter”). A copy of the complaint and docket sheet is attached as **Composite Exhibit 9**.

27. On or about November 9, 2022, DGC was served with the OH AG Matter summons and complaint. *See Exh. 9*, p. 8.

28. On or about January 23, 2023, another lawsuit was commenced against Defendant in the United States District Court for the Southern District of New York, stylized *Joseph Wolf and Carmen Wolf, on behalf of themselves and those similarly situated v. Dollar General Corporation, DOLGEN New York, LLC d/b/a DOLGEN, DOLGENCORP of Texas, Inc.* assigned docket number 7:23-cv-00558 (the “NY Overcharge Matter”). A copy of the complaint and docket sheets is attached as **Composite Exhibit 10**.<sup>6</sup>

29. On or about February 7, 2023, Defendant (under various entities) was served with the NY Overcharge Matter summons and complaint. *See Exh. 10*, p. 98 at ¶ 2.

30. The plaintiffs in the NJ, OH, and NY Overcharge Matters and the OH AG Matter all alleged that Defendant (under various entities) engaged in a practice of regularly charging consumers a higher price at the register than the price of merchandise advertised on the shelves at the time of sale at Defendant’s stores. *See Exhibits 7-10*

31. Defendant used the same procedures that they employed in charging a higher price than advertised to Plaintiffs when selling the same and/or similar merchandise to numerous other consumers in its Oklahoma stores.

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<sup>6</sup> On November 14, 2022, the Defendant (under various entities) in the OH Overcharge Matter removed the matter to the United States District Court for the Northern District of Ohio. As such, docket sheets for both the state court and federal court are attached

32. Upon information and belief, Defendant has regional supervision and standard policies for consistency in pricing and store operations and supervision.

33. In the three-year period before the Complaint was filed, Defendant charged prices that were higher than advertised that were the same or similar to the advertisements described, *supra*, to numerous consumers in its Oklahoma stores.

34. It is Defendant's policy and practice to charge a higher price at the register for merchandise than the price advertised on the unit price labels for the same merchandise on the shelves in Defendant's Oklahoma stores.

**Defendant Routinely Overcharges Consumers at a Rate Which Well Exceeds Acceptable Industry Standards.**

35. The National Institute for Standards and Technology (NIST) is part of the U.S. Department of Commerce. *See* 15 U.S.C. § 272(a).

36. One of the NIST's functions is to "cooperate with the States in securing uniformity in weights and measures laws and methods of inspection." *See* 15 U.S.C. § 272(a)(4).

37. Through this, the NIST publishes an annual handbook which, amongst other functions, sets forth examination procedures for states to conduct price verification inspections in stores like Dollar General. The latest version of the handbook is NIST Handbook 130 (the "NIST Handbook"). *See* NIST Handbook, Part V<sup>7</sup>.

38. The Handbook further states "[a]ccuracy information, based on a percentage of errors found in a sample and the ratio of overcharges to undercharges, constitutes useful criteria for evaluating the "pricing integrity" of the store." *See* Handbook, Part V, Section 10.1.

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<sup>7</sup> The 2022 Edition of the Handbook can be accessed at <https://www.nist.gov/document/nist-hb130e2022> (last visited May 12, 2023).

39. The NIST Handbook states, in relevant part that “[t]he accuracy requirement for a sample must be 98 % or higher to “pass” a single inspection.”. *See* NIST Handbook 130, at Part V, § 10.2.

40. For example, to be compliant under NIST Handbook 130, at Part V, § 10.2, a store would need to have charged a higher price than advertised on 2, or less, products out of 100 products examined per store.

41. Defendant, routinely throughout the proposed class period, charged prices higher than advertised more than the 2%-or-less rate that is purportedly acceptable by the NIST Handbook.<sup>8</sup>

42. Between Plaintiff’s May 2023 and August 27, 2023, visits to Dollar General, DOLGEN overcharged her on nine (9) out of the twenty-seven (27) items she purchased, or a 33.33% overcharge rate. *See* Exhibits 2, 3 and 5.

43. Defendant has been audited by various state agencies in New York, which includes the Monroe County Department of Weights and Measures, New York State Department of Agriculture and Markets Bureau of Weights and Measures, Colombia County Weights & Measures, and Fulton County Department of Weights and Measures. **See Composite Exhibit 11.**

44. On November 17, 2022, Defendant was found to have charged a higher price than advertised on 78 out of 100 items sampled (78% overcharge rate). *Id.* at 16.

45. On November 30, 2022, Defendant was found to have charged a higher price than advertised on 23 out of 75 items sampled (30.67% overcharge rate). *Id.* at 1.

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<sup>8</sup> Plaintiffs do not concede the NIST Handbook is a defense to any of Plaintiffs' claims and expressly reserve all rights to contest any overcharge by Defendant as part of the causes of action stated herein.

46. On December 5, 2022, Defendant was found to have charged a higher price than advertised on 6 out of 25 items sampled (24% overcharge rate). *Id.* at 7.

47. On December 8, 2022, Defendant was found to have charged a higher price than advertised on 32 out of 100 items sampled (32% overcharge rate). *Id.* at 21.

48. On December 27, 2022, Defendant was found to have charged a higher price than advertised on 23 out of 100 items sampled (23% overcharge rate). *Id.* at 11.

49. Based on audits conducted by various state entities in New York, it is obvious that Defendant continually charged a higher price than advertised at rates well above the allegedly acceptable 2% within its stores over the last three years.

50. The audits further demonstrate that Defendant maintains poor “pricing integrity” policies at its New York stores.

### **CLASS ACTION ALLEGATIONS**

51. This action is brought and may properly proceed as a class action, pursuant to the provisions of Rules 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure. The Plaintiff brings this action on behalf of herself and all others similarly situated. Plaintiff seeks certification of the class defined as follows:

All consumers who at any time on or after the day three years prior to the date on which this Complaint was filed, paid more for merchandise than the advertised price labeled on the shelf at a Dollar General store located in Oklahoma.

52. Excluded from the Class are the following individuals and/or entities: Defendant and Defendant’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; any and all federal, state or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards,

sections, groups, counsels and/or subdivisions; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

53. Plaintiff reserves the right to modify or amend the definition of the proposed classes as appropriate.

54. Numerosity, Fed R. Civ. P. 23(a)(1): The Class is so numerous that joinder of all members is impracticable. This conclusion is reasonable given the number of stores that the Defendants operated in Oklahoma as of January 1, 2023 and the number of customers at each of the Defendants' stores on a daily basis is likely dozens, if not hundreds or thousands of customers.

55. Commonality, Fed. R. Civ. P. 23(a)(2) and (b)(3): Questions of law and fact are common to the Class members and predominate over any questions affecting only individual Class members. These include:

- a. Whether the mis-priced shelf price labels violate Okla. Stat. Tit. 15, §§ 751, et seq.;
- b. Whether Defendant engaged in "consumer" conduct under Okla. Stat. Tit. 15, §§ 751, et seq.;
- c. Whether Defendant's conduct was materially misleading under Okla. Stat. Tit. 15, §§ 751, et seq.;
- d. Whether Defendant's practice is likely to mislead a reasonable consumer acting reasonably under the circumstances under Okla. Stat. Tit. 15, §§ 751, et seq.;
- e. Whether Defendant's practice of charging consumers higher prices on merchandise than advertised was likely to mislead a reasonable consumer;
- f. Whether Plaintiffs and members of the class suffered injury as a result of Defendant's conduct under Okla. Stat. Tit. 15, §§ 751, et seq.;

- g. Whether Defendant should be enjoined from charging consumers higher prices on merchandise than advertised;
- h. Whether Defendant's conduct was unconscionable in that it knew or had reason to know that the transaction it induced the consumer to enter into was excessively one-sided in its favor so as to warrant punitive damages pursuant to Okla. Stat. Tit. 15, § §761.1(B).

56. Typicality, Fed. R. Civ. P. 23(a)(3): Plaintiff's claims are typical of the claims of the members of the class which he represents because all such claims arise out of the same policies, practices, and conduct, and the same or similar documents used by Defendant in their dealings with Plaintiff and putative class members.

57. Adequacy, Fed. R. Civ. P. 23(a)(4): Plaintiff will fairly and adequately represent and protect the interests of the Class members in that they have no conflicts of interest with other Class members. Plaintiff seeks no relief that is antagonistic or adverse to the Class members and the infringement of the rights and the damages Plaintiff has suffered are typical of other Class members. Plaintiff has retained counsel experienced in complex class action litigation, and Plaintiff intends to prosecute this action vigorously.

58. Superiority and Manageability, Fed. R. Civ. P. 23(b)(3): The class litigation is an appropriate method for fair and efficient adjudication of the claims involved. Class action treatment is superior to all other available methods for the fair and efficient adjudication of the controversy alleged herein; it will permit a large number of Class members to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort, and expense that hundreds of individual actions would require. Class action treatment will permit the adjudication of relatively modest claims by certain Class

members, who could not individually afford to litigate a complex claim against large corporations, like Defendants. Further, even for those Class members who could afford to litigate such a claim, it would still be economically impractical and impose a burden on the courts.

59. Defendant has acted, or refused to act, on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

60. A class action will cause an orderly and expeditious administration of the claims of the subclass, and will foster economies of time, effort and expense.

61. The Plaintiffs do not anticipate any difficulty in the management of this litigation.

### **CLASS CLAIMS**

#### **COUNT ONE (On Behalf of Plaintiff and the Class) Violation of the Oklahoma Consumer Protection Act Okla. Stat. Tit. 15, §§ 751, et. seq.**

62. Plaintiff repeats and realleges all of the prior allegations as if set forth at length herein.

63. Defendant is a “person,” as meant by Okla. Stat. tit. 15, § 752(1).

64. Dollar General’s advertisements, offers of sales, sales, and distribution of goods, services, and other things of value constituted “consumer transactions” as meant by Okla. Stat. tit. 15, § 752(2).

65. Defendant has engaged in, and continues to engage in, deceptive acts and practices in violation of Okla. Stat. Tit. 15, §§ 751, *et seq.*

66. Defendant, in the course of its business, engaged in unlawful practices in violation of Okla. Stat. tit. 15, § 753, including the following:

- a. Making false or misleading representations, knowingly or with reason to know, as to the characteristics, uses, and benefits of the subjects of its consumer transactions;
- b. Representing, knowingly or with reason to know, that the subjects of its consumer transactions were of a particular standard when they were of another;
- c. Advertising, knowingly or with reason to know, the subjects of its consumer transactions with intent not to sell as advertised;
- d. Makes false or misleading statements of fact, knowingly or with reason to know, concerning the price of the subject of a consumer transaction or the reason for, existence of, or amounts of price reduction;
- e. Committing deceptive trade practices that deceived or could reasonably be expected to deceive or mislead a person to the detriment of that person as defined by section 752(13);
- f. Committing unfair trade practices that offend established public policy and was immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers as defined by section 752(14).

67. Defendant's misrepresentations and false, deceptive, and misleading statements and omissions with respect to charging consumers more than the price advertised on its unit price labels at Dollar General's Oklahoma stores, constitute deceptive practices in the conduct of any business, trade, or commerce or in the furnishing of any service in this state, in violation of Okla. Stat. Tit. 15, §§ 751, *et seq.*

68. Defendant's false, deceptive, and misleading statements and omissions would have been material to any potential consumer's decision to purchase merchandise from Dollar General's Oklahoma stores.

69. Defendant's improper consumer-oriented conduct is misleading in a material way in that it, *inter alia*, induced Plaintiff and other Class Members to purchase and/or pay an overcharged price for Defendant's merchandise and goods.

70. Defendant knew at the time it advertised via its unit price shelf labels certain goods to Class members and prospective customers that the consumers would be charged a higher price than advertised and that its promise was false because at the time of the unit price labeling Defendant itself are in control of setting forth both the advertised price and the price consumers are charged at checkout. This is further evidenced by Defendant's actions in still overcharging its consumers as of May 2023, seven (7) months *after* two separate lawsuits were filed against Defendant making similar allegations. As such, Defendant's conduct is also unconscionable under Okla. Stat. Tit. 15, § 761.1(B), and punitive damages are appropriate.

71. As a direct and proximate result of Defendant's unlawful deceptive acts and practices, Plaintiff and the other members of the Class suffered and continue to suffer injuries based on the difference of the price advertised on the shelf versus the price charged at checkout. As a result of Defendant's recurring deceptive acts and practices, Plaintiff and other Class Members are entitled to monetary and compensatory damages, injunctive relief, restitution, and disgorgement of all money obtained by means of Defendant's unlawful conduct, interest, and attorneys' fees and costs. This includes actual damages under OK Stat. §15-761.1, as well as statutory damages of up to \$2,000.00 per violation pursuant to OK Stat. §15-761.1(B).

72. Plaintiff and Class Members further seek equitable relief against Defendant. Pursuant to Okla. Stat. Tit. 15, §§ 751, *et seq.*, this Court has the power to award such relief, including but not limited to, an order declaring Defendant's practices as alleged herein to be

unlawful, an Order enjoining Defendant from undertaking any further unlawful conduct, and an order directing Defendant to refund to Plaintiffs and the Class all amounts wrongfully overcharged.

73. Defendant knows full well that it overcharges consumers, and the misrepresentations it makes with regard to its advertised prices were made for the purpose of inducing consumers to purchase merchandise at its Oklahoma stores so that it can reap outrageous profits to the direct detriment of Oklahoma consumers without regard to the consequences its actions cause such consumers. As such, the Defendant's actions are unconscionable and actuated by bad faith, lack of fair dealing, actual malice, or accompanied by wanton and willful disregard for consumers' well-being. The Defendant is therefore additionally liable for punitive damages, in an amount to be determined at trial.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff Lori Hartline, individually and on behalf of those similarly situated, respectfully requests that that this Court grants judgment against Defendants Dollar General Corporation and Dolgencorp, LLC and issue an Order:

- A. Finding that this action satisfies the prerequisites for Finding that this action satisfies the prerequisites for maintenance as a class action and certifying the Class and Subclass, each as defined, *supra*;
- B. Designating the Plaintiff as a representative of the Class and Subclass, and his undersigned counsel as Class Counsel;
- C. Awarding the Plaintiff, Class and Subclass their actual damages;
- D. Awarding the Plaintiff, Class and Subclass their statutory damages, as applicable;
- E. Awarding Injunctive relief requiring Defendant to provide an accounting identifying all members of the class;

- F. Awarding injunctive relief requiring Defendant to provide an accounting of all overcharges during the class period;
- G. Issuing a declaratory judgment that Defendant's actions in providing its Oklahoma customers with shelf advertisements that understate the actual price of the merchandise charged to its customers, like those Plaintiffs encountered, violate Okla. Stat. Tit. 15, §§ 751, et seq.;
- H. Issuing a declaratory judgment requiring Defendant to cease providing unlawful advertisements to its customers in Oklahoma and also to cease charging more than the price advertised on the shelf of its Oklahoma stores.
- I. Awarding injunctive relief enjoining Defendant from engaging in future violations of Okla. Stat. Tit. 15, §§ 751, et seq.;
- J. Awarding equitable relief requiring Defendant to disgorge all improper gains received due to their violations of Oklahoma state laws directly to identifiable class members, via a *cy pres* award;
- K. Awarding injunctive relief requiring Defendant to provide notice to all members of the class that their purchases at Dollar General stores in Oklahoma may have violated Okla. Stat. Tit. 15, §§ 751, et seq. and that if they were harmed or aggrieved or sustained and ascertainable loss that they can bring individual actions for treble damages, statutory damages, and punitive damages under the Okla. Stat. Tit. 15, §§ 751, et seq. and for an award of attorneys' fees and costs pursuant to Okla. Stat. Tit. 15, §761.1.
- L. Issuing an award of reasonable attorneys' fees and costs of suit in connection with this action, pursuant to the court's equitable powers and the Okla. Stat. Tit. 15, §761.1.
- M. Awarding the Plaintiff, Class and Subclass punitive damages, as applicable;

N. Awarding the Plaintiff, Class and Subclass pre-judgment and post-judgment interest, if applicable, and

O. Granting all such further and other relief as this Court deems just and appropriate.

**JURY DEMAND**

Plaintiffs Lori Hartline, individually and on behalf of all others similarly situated, demands a trial by jury on all issues subject to trial.

Respectfully Submitted,

/s/William B. Federman  
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\*Pro Hac Vice Applications Anticipated

*Proposed Interim Lead Class Counsel for  
Plaintiffs and the Putative Class*