

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE**

Sharlia Cotton, Individually and on Behalf of All
Others Similarly Situated,

Plaintiff,

v.

Dollar General Corporation,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Sharlia Cotton ("Plaintiff"), on behalf of herself and all others similarly situated, files this Class Action Complaint against Defendant Dollar General Corporation ("Defendant" or "Dollar General") and in support states the following.

NATURE OF THE SUIT

1. Defendant is a multinational variety store that specializes in lower cost items.
2. Dollar General is often cited for targeting lower income neighborhoods and other rural areas.¹
3. This lawsuit arises out of Defendant's advertising and pricing practices.

¹ <https://businessmodelanalyst.com/dollar-general-business-model/#:~:text=and%20cost%2Deffective.-,Stores%20are%20located%20in%20rural%20areas.,miles%20away%20from%20grocery%20stores> (last accessed October 30, 2023).

4. In short, Defendant labels its products as a certain price through its price tags in its stores but when customers attempt to pay the advertised price for the product at the register, they are informed that the price of the product is higher than advertised.

5. Plaintiff brings this action because of Defendant's fraud, false marketing, false advertising, and breaches of state law consumer protection statutes.

JURISDICTION AND VENUE

6. This Court possesses subject-matter jurisdiction to adjudicate the claims set forth herein under the provisions of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d), because (1) the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, (2) the action is a class action, (3) there are members of the Class who are diverse from Defendant, and (4) there are more than 100 class members.

7. This Court has personal jurisdiction over Defendant because they have their principal place of business located in this judicial district or are registered to do business within this district, with their principal place of business at 100 Mission Ridge, Goodlettsville, TN 37072. Defendant's registered agent for service of process is Corporation Service Company located at 2908 Poston Avenue, Nashville, TN 37203. Diversity exists in that the Plaintiff is a resident citizen of South Carolina and the Defendant is headquartered in Tennessee.

8. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because Defendant is headquartered in this district, transacts business in this district, is subject to personal jurisdiction in this district, and therefore is deemed to be a citizen of this district.

9. Given that Defendant's headquarters are located within this district, the design, approval, and distribution process of the price tags occurred or originated within this District. Additionally, Defendant has advertised in this district and has received substantial revenue and

profits from its sales of products in this district; therefore, a substantial part of the events and/or omissions giving rise to the claims occurred, in part, within this district.

PARTIES

A. Plaintiff

10. Plaintiff is a resident of Myrtle Beach, South Carolina. Myrtle Beach is located within Horry County, South Carolina.

11. For the past several months, Plaintiff has shopped at two of Defendant's locations, both of which are on North Kings Highway, in Myrtle Beach.

12. While shopping at these two different locations, Plaintiff was informed by store cashiers that the listed prices are incorrect and that the items cost more than listed.

13. Plaintiff was informed by the cashier that the price tags were either false or were not updated. Regardless of the reasoning for the false advertising and at risk of embarrassment and a further waste of time, Plaintiff has had to pay more than the listed price on multiple items at Defendant's stores.

B. Defendant

14. Defendant is a multinational corporation, specializing in retail, with its headquarters located at: 100 Mission Ridge Goodlettsville, Tennessee 37072.

15. Defendant specializes in retail, having locations in many rural and lower income areas.²

16. As of 2023, Dollar General has over 19,000 stores.³

² <https://www.trekig.com/in-the-press/how-dollar-general-became-rural-americas-store-of-choice/> (last accessed October 30, 2023).

³ <https://newscenter.dollargeneral.com/company-facts/fast-facts/> (last accessed October 30, 2023).

17. In 2022, Dollar General had almost 40 billion dollars in revenue, with a total of \$37.8 billion dollars in revenue.⁴

Defendant's Business Practices and Impact on Society

18. Dollar General is a predatory corporation, displacing many jobs as well as targeting minorities and/or lower socio-economic communities.⁵

19. As illustrated by the following quote: "There are many examples of grocery stores that closed when a dollar store opened nearby. The only grocery store in Whitmire, S.C. struggled for two years after a Dollar General store opened there. It finally closed in February 2022, leaving residents with the option of buying their food from the Dollar General or making a 45-minute round trip to the nearest town with a full-service grocery store"⁶

20. Dollar General is a corporation that is also predatory against regular, normal grocery stores with fresh fruit, vegetables, and a full selection of food. When Dollar General comes to a small town, as is part of Dollar General's modus operandi, the local grocery stores close.⁷

21. Unfortunately for consumers, especially those in rural areas, Dollar General, and stores like it, exacerbate what are known as food deserts.⁸

22. Food deserts are best described as: "Food deserts are geographic areas where residents have few to no convenient options for securing affordable and healthy foods — especially fresh fruits and vegetables. Disproportionately found in high-poverty areas, food deserts create

⁴ <https://www.zippia.com/dollar-general-careers-3515/revenue/> (last accessed October 30, 2023).

⁵ <https://ilsr.org/17-problems/#:~:text=They%20single%20out%20towns%20and,believing%20they%20are%20getting%20bargains> (last accessed October 30, 2023).

⁶ Id.

⁷ Id.

⁸ Id.

extra, everyday hurdles that can make it harder for kids, families and communities to grow healthy and strong."⁹

23. Compounding the damage of Dollar General even further is the corporation's inhumane business practices against its own workers, which is notably horrendous: "In May 2021, all the workers at a Dollar General store in Eliot, Maine walked out. The store's manager had resigned the day before after working a month of 70-hour weeks."¹⁰

24. Chain dollar stores, such as Defendant, are often monopoly-like entities, squashing competition by their sheer size: "Because of their massive market power and cash reserves, chain dollar stores can buy inventory in enormous quantities at discounts rarely available to small businesses."¹¹

25. Stores like Defendant are also vampire-like drains on the small communities' funds. In short, corporations like Defendant take the funds from a community and use it to pay their own expenses, often keeping things local. As explained below:

"Locally owned businesses spend a large percentage of their profits locally.... They also support their owners' households, their staffs' households, and the many local businesses from which those households pay for housing, transportation, food, clothing, personal and professional services, entertainment, education, and many other things. By contrast, only a modest percentage of a dollar chain's profits remain in the community. They flow back to the corporation, and the corporation then spends the profits on expansion, shareholder dividends, stock buybacks (to beef up their share price), and directors' compensation. Even their rent payments usually go to out-of-area developers who specialize in developing and

⁹ <https://www.aecf.org/blog/exploring-americas-food-deserts> (last accessed October 30, 2023).

¹⁰ Id.

¹¹ https://ilsr.org/17-problems/#_edn14 (last accessed October 30, 2023).

leasing buildings to dollar store chains. The only portions of their profits that typically remain local and benefit the community are utility payments, property tax, and salaries — all of which are also paid by locally owned businesses. The community ultimately loses local wealth and gains nothing in return. Numerous studies have shown that roughly 45-60 percent of a dollar spent in a locally owned business remains and recirculates in the community, versus only 14-30 percent spent in chain stores."¹²

26. In addition to sucking the lifeblood of a small community away, the smalltown economy, and shipping it back to corporate shareholders, Dollar General often strips the government of its own resources: taxes. In addition to lessening tax dollars, Dollar General, and stores like it, often state they need subsidies, and for some reason are often granted these subsidies from local governments.

27. The statement in the above paragraph is best illustrated by the following quote:

"Take Haven, Kan., for example, which ultimately lost more than \$50,000 in annual revenue after a Dollar General opened and pushed out the town's only grocery store. Initially, the year after Dollar General opened there, sales tax revenue grew by \$60,000. But then the town's only grocery store lost an average of \$1,000 per day, the equivalent of 35-40 percent of its total sales. The store closed permanently three years later — and with it, the town lost the \$75,000 in property taxes the grocery store had been paying annually. That would have resulted in a net loss of \$15,000 per year in property tax revenue for Haven. But, adding insult to injury, Dollar General had asked the town council to discount its utility bills by \$72,000. The council agreed to half of that — so, when the grocery store

¹² https://ilsr.org/17-problems/#_edn14; <https://ilsr.org/key-studies-why-local-matters/> (last accessed October 30, 2023).

closed, the town lost, in total, over \$50,000 in annual revenue. In addition to their potential impact on commercial property tax revenue, dollar stores can have a negative impact on residential property values which, in turn, affects tax revenue. A 2022 study by Clemson University, for example, found that the presence of a nearby dollar store diminished property values by 16-21 percent between 2016-2019, while the presence of a nearby grocery store increased property values by 14-15 percent. Chain dollar stores also increase municipal expenses, such as the costs of increased police, fire, sewer, and other municipal services to these traffic-intensive, crime-vulnerable stores. Incredibly, many communities have given subsidies — in the form of tax abatement, tax rebates, outright cash, and other incentives — to dollar store chains to locate there. For example, in June 2022, Peosta, Iowa’s city council gave a Dollar General developer a 15-year, 85 percent property tax rebate, capped at \$275,000. Between 2000-2021, Dollar Tree received 252 subsidies, totaling \$109.3 million. In that same period, Dollar General received \$36.5 million in subsidies.”¹³¹⁴¹⁵

28. Chain stores like Dollar General are often dangerous to the communities, given they are under secured and understaffed.¹⁶

¹³ <https://www.theguardian.com/business/2018/aug/13/dollar-general-walmart-buhler-haven-kansas> (last accessed October 30, 2023).

¹⁴ <https://ilsr.org/17-problems/> ; Dean Dabney, Ph.D., Leah E. Daigle, Ph.D., and Michelle Eichinger, M.S., “Evaluation of Small Box Discount Retailers and Negative Outcomes in Unincorporated DeKalb County,” DeKalb County, 2022 (last access October 30, 2023).

¹⁵ <https://ilsr.org/17-problems/> ; Elizabeth Kelsey, “Peosta City Council Agrees to Incentives for Proposed Dollar General,” *Telegraph Herald*, June 16, 2022 (last accessed October 30, 2023).

¹⁶ https://ilsr.org/17-problems/#_edn16 (last accessed October 30, 2023).

29. In some towns, Dollar General stores are particular crime hubs: "In Dayton, Ohio, where more than one-quarter of all commercial robberies in 2019 took place at Dollar General stores, a police detective called dollar stores "robbery magnets.""¹⁷

30. Dollar General is often a danger outside of crime, given that Dollar General stores exacerbate traffic issues:

"In February 2022, for example, Salisbury, N.C. residents persuaded the City Council to reverse its decision to permit the development of a new Dollar General store on a rural road that had already experienced three traffic fatalities in the past two years."¹⁸

31. This traffic exacerbation is because of Dollar General's selection of cheap land with unsuitable roads, relative to the needs of Dollar General:

"Chain dollar stores look for inexpensive locations. Dollar General founder Cal Turner, Sr. famously refused to pay more than \$1.00 per square foot in rent, saying that, at the low prices the company offered, customers would find its stores wherever they were. Because of this corporate ethos, Dollar General stores tend to locate (apart from urban areas) on the edges of communities, where their developers can buy cheap land. They often choose sites zoned for agricultural use or bordering on low-density residential neighborhoods, whose roads are rarely designed to accommodate the traffic volume a chain dollar store generates or to support the weight of dollar store delivery trucks."¹⁹

32. Most important to the matter at hand: Dollar General is a noted violator of consumer protection laws, specifically those related to overcharging: "All three major small-box discount

¹⁷ https://ilsr.org/17-problems/#_edn16 (last accessed October 30, 2023).

¹⁸ <https://www.qcnews.com/news/u-s/north-carolina/rowan-county/salisbury/not-in-my-backyard-salisbury-residents-protest-dollar-general-store/> (last accessed October 30, 2023).

¹⁹ https://ilsr.org/17-problems/#_edn24 (last accessed October 30, 2023).

chains have been fined for scanner errors, selling products for prices higher than advertised on the shelf. In 2019, for example, Dollar General paid \$1.65 million in penalties to the State of Vermont for 362 overcharge errors, despite being told by inspectors at least 50 times to fix the problem."²⁰

33. Dollar General, through its actions and omissions, negatively impacts society in terms of health, nutrition, and economics.

FACTUAL ALLEGATIONS

34. Plaintiff has purchased items from Defendant for the past several months at two locations. As stated earlier, both of these locations are located on North Kings Highway in Myrtle Beach, South Carolina.

35. At each location, Plaintiff has been forced to pay more for items relative to the item's price on the shelf.

36. In every instance of over-charging, or misrepresentation, Plaintiff has notified the cashier. Only once has Plaintiff's purchase price been reduced to the advertised price.

CLASS ALLEGATIONS

37. Plaintiff brings this action on behalf of herself, and all others similarly situated pursuant to Rule 23(a) and Rule 23 (b)(3) of the Federal Rules of Civil Procedure. Plaintiff seeks class certification on behalf of the class defined as follows ("the Nationwide Class").

Nationwide Class: All persons in the United States who were overcharged on items/goods sold by Defendant from 2020 to the Present.

38. Excluded from the Class are any Defendants, any parent companies, subsidiaries, and/or affiliates, officers, directors, legal representatives, employees, co-conspirators, all governmental entities, and any judge, justice or judicial officer presiding over this matter.

²⁰ <https://www.wcax.com/content/news/Vermont-slaps-Dollar-General-17M-for-pricing-errors-510927831.html> (last accessed October 30, 2023).

39. The Nationwide Class shall be referred to as the "Class". Proposed Members of said Class will be referred to as "Class Members", or otherwise referenced as "members of the Class".

40. **Numerosity:** The members of the Class are so numerous that joinder of all members of the Class is impracticable. Plaintiff is informed and believes that the proposed Class contains thousands of purchasers who have been damaged by Defendant's conduct as alleged herein. The precise number of Class Members is unknown to Plaintiff at this time.

41. **Typicality:** Plaintiff's claims are typical to those of all Class Members because members of the Class are similarly injured through Defendant's uniform misconduct described above and were subject to Defendant's deceptive claims. Plaintiff is advancing the same claims and legal theories on behalf of herself and all members of the Class.

42. **Commonality:** Plaintiff's claims raise questions of law and fact common to all members of the Class, and they predominate over any questions affecting only individual Class Members. The claims of Plaintiff and all prospective Class Members involve the same alleged misconduct. These common legal and factual questions include the following:

- a. Whether Defendant overcharged Plaintiff and Class Members;
- b. Whether Defendant owed a duty of care to Plaintiff and the Class;
- c. Whether Defendant knew or should have known that the price tags were misleading and/or fraudulent;
- d. Whether Defendant wrongfully represent, and continue to represent, that their items are a certain price but charge a higher price;
- e. Whether Defendant's omissions are true, or are misleading, or objectively reasonably likely to deceive;
- f. Whether the alleged conduct constitutes violations of the laws asserted;

- g. Whether Defendant's alleged conduct violates public policy;
- h. Whether Defendant's representations in advertising, warranties, packaging, and labeling are false, deceptive, and misleading;
- i. Whether those representations are likely to deceive a reasonable consumer;
- j. Whether Defendant was unjustly enriched as a result of its marketing, advertising, and sale of its overcharged items;
- k. Whether certification of any or all of the classes proposed herein is appropriate under Fed. R. Civ. P. 23;
- l. Whether Plaintiff and the Class Members are entitled to damages and/or restitution and the proper measure of that loss; and
- m. Whether an injunction is necessary to prevent Defendant from continuing to market and sell fraudulently priced items.

43. **Adequacy:** Plaintiff and her counsel will fairly and adequately protect and represent the interests of each member of the Class. Plaintiff has retained counsel experienced in complex litigation and class actions. Plaintiff's counsel has successfully litigated other class action cases similar to that here and has the resources and abilities to fully litigate and protect the interests of the Class. Plaintiff intends to prosecute this claim vigorously. Plaintiff has no adverse or antagonistic interests to those of the Class, nor is Plaintiff subject to any unique defenses.

44. **Superiority:** A class action is superior to the other available methods for a fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by Plaintiff and the individual Class Members is relatively small compared to the burden and expense that would be entailed by individual litigation of their claims against Defendants. It would thus be virtually impossible for Plaintiff and Class Members, on an individual basis, to obtain meaningful

and effective redress for the wrongs done to them. Further, it is desirable to concentrate the litigation of the Class Members' claims in one forum, as it will conserve party and judicial resources and facilitate the consistency of adjudications. Plaintiff knows of no difficulty that would be encountered in the management of this case that would preclude its maintenance as a class action.

45. The Class may also be certified because Defendant has acted or refused to act on grounds applicable to the Class, thereby making appropriate final declaratory and/or injunctive relief with respect to the members of the Class as a whole.

46. Plaintiff seeks preliminary and permanent injunctive and equitable relief on behalf of the entire Class, on grounds generally applicable to the entire Class, to enjoin and prevent Defendant from engaging in the acts described above, such as continuing to market and sell mispriced items that may be more expensive. Further, Plaintiff seeks for Defendant to provide a full refund of the purchase price of mispriced items to Plaintiff and the Class Members.

47. Unless a Class is certified, Defendant will retain monies received as a result of their conduct that was taken from Plaintiff and the Class Members. Unless a Class-wide injunction is issued, Defendant may continue to commit the violations alleged and the members of the Class and the general public will continue to be misled and placed in harms' way.

CAUSES OF ACTION
FIRST CAUSE OF ACTION
Negligence
(On Behalf of Plaintiff and the Class)

48. Plaintiff incorporates Paragraphs 1-47 by reference as if fully set forth herein.

49. Defendant has a duty to provide accurate price tags to consumers.

50. Defendant breached this duty by designing, producing, marketing, and selling items that were overpriced relative to their price tag.

51. Defendant's breach of this duty to provide accurately priced items caused damages to Plaintiff.

52. Plaintiff was damaged in that she lost her benefit of the bargain, has suffered economic loss through the retention of her funds paid for overpriced items, has suffered inconveniences due to the constant denial of relief from overcharging.

53. Defendant's actions caused these damages both factually and proximately.

54. But for Defendant's design, production, marketing, and sale of overpriced items, Plaintiff and the Class would not have been damaged.

55. Due to Defendant's conduct, Plaintiff was damaged by Defendant in that Plaintiff has been deprived of her benefit of the bargain and loss of purchase price.

56. Plaintiff and the Class seek actual damages, attorneys' fees, costs and any other just and proper relief available thereunder for Defendant's negligent failure to deliver the bargained for items at the listed price.

SECOND CAUSE OF ACTION
Negligent Misrepresentation
(On Behalf of Plaintiff and the Class)

57. Plaintiff incorporates Paragraphs 1-56 by reference as if fully set forth herein.

58. Plaintiff and Class Members plead in the alternative for their Negligent Misrepresentation claims.

59. Through their advertising and the course of their regular business, Defendant made representations to Plaintiff and the Class concerning the function, operability, and validity of its own prices of its own sold goods.

60. Defendant did not practice reasonable care in the above-mentioned design, creation, production, sale, and marketing of its goods.

61. Defendant made these statements as to guide consumers, such as Plaintiff and the Class, in the transactional process.

62. Defendant knew that such statements would be relied upon, the fact that Defendant's items were accurately labeled relative to price, by Plaintiff and the Class, given that the statements were the entire reasoning for the purchase of the goods.

63. Plaintiff and the Class would not have purchased the goods without such statements and assertions put forth by Defendant.

64. Defendant intended that Plaintiff and the Class rely on the representations made by Defendant regarding the goods' prices.

65. Plaintiff reasonably relied upon such representations and omissions to her detriment as she suffered damages.

66. By reason thereof, Plaintiff and Class Members have suffered damages in an amount to be proven at trial.

67. Due to Defendant's conduct, Plaintiff was damaged by Defendant in that Plaintiff has been deprived of her benefit of the bargain and loss of purchase price.

68. Plaintiff and the Class seek actual damages, attorneys' fees, costs and any other just and proper relief available thereunder for Defendant's negligent misrepresentation of the price of items.

THIRD CAUSE OF ACTION
Unjust Enrichment
(On Behalf of Plaintiff and the Class)

69. Plaintiff incorporates Paragraphs 1-67 by reference as if fully set forth herein.

70. Plaintiff and the Class bestowed benefits upon Defendant in the form of monies that were paid in exchange for Defendant's goods.

71. These benefits bestowed by Plaintiff were not a donation to Defendant, as these monies were given for the purchase of the goods.

72. As a result of Defendant's wrongful and deceptive conduct alleged herein, Defendant knowingly and voluntarily accepted and retained wrongful benefits in the form of money paid by the Plaintiff and members of the Class when they purchased the goods, that were overpriced relative their actual price tag.

73. In so doing, Defendant acted with conscious disregard for the rights of Plaintiff and members of the Class.

74. As a result of Defendant's wrongful conduct as alleged herein, Defendant has been unjustly enriched at the expense of, and to the detriment of, Plaintiff and members of the Class.

75. Defendant's unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein.

76. Under the common law doctrine of unjust enrichment, it is inequitable for Defendant to be permitted to retain the benefits it received, and is still receiving, without justification, from the false and deceptive manufacturing, labeling, and marketing of the goods to Plaintiff and members of the Class.

77. Defendant's retention of such funds under circumstances making it inequitable to do so, constitutes unjust enrichment.

78. The financial benefits derived by Defendant rightfully belong to Plaintiff and members of the Class.

79. Given the above, the circumstances make Defendant's retention of funds inequitable, without reimbursement for the funds to Plaintiff and the Class.

80. Defendant should be compelled to disgorge in a common fund for the benefit of Plaintiff and members of the Class all wrongful or inequitable proceeds received by them, plus interest thereon.

81. Plaintiff and the Class seek actual damages, attorneys' fees, costs and any other just and proper relief available under the laws.

FOURTH CAUSE OF ACTION
Breach of Contract
(On Behalf of Plaintiff and the Class)

82. Plaintiff incorporates Paragraphs 1-80 as if fully set forth herein.

83. Through their marketing, advertisements, and promises, Defendant created a contract with Plaintiff.

84. In specific, Plaintiff was to pay a certain price in exchange for Defendant's goods.

85. Plaintiff performed her obligation under the contract.

86. Defendant failed to perform their obligation under the contract in that Defendant failed to provide goods that adhered to the goods price tag and/or advertising.

87. Plaintiff and the Class have been damaged as a direct and proximate result of Defendant's breach.

88. Plaintiff and the Class seek actual damages, attorneys' fees, costs and any other just and proper relief available under the laws.

FIFTH CAUSE OF ACTION
Fraud
(On Behalf of Plaintiff and the Class)

89. Plaintiff incorporates Paragraphs 1-87 as if fully set forth herein.

90. Defendant made a fraudulent misrepresentation of material fact in that Defendant marketed, sold, and promised Plaintiff a good that would be sold at a certain, advertised and listed, price.

91. The advertised, listed, and certain price is and was a material fact to Plaintiff's decision to purchase the goods.

92. Had Plaintiff known of the truly fraudulent nature of the pricing of the goods, Plaintiff would have not shopped at Defendant's stores.

93. Plaintiff relied on Defendant's misrepresentation in her purchase of the goods.

94. Plaintiff was justified in relying on this misrepresentation as the true nature of the goods was not known to Plaintiff and Defendant promised a good that would be sold at a certain price.

95. Plaintiff has suffered damages as a direct and proximate result of this justification as Plaintiff has lost out on her benefit of the bargain, lost funds stemming from her purchase price, has suffered emotional duress, and has been greatly inconvenienced by Defendant's mispriced goods.

96. Plaintiff and the Class seek actual damages, attorneys' fees, costs and any other just and proper relief available under the laws.

SIXTH CAUSE OF ACTION
Fraudulent Misrepresentation
(On Behalf of Plaintiff and the Class)

97. Plaintiff incorporates Paragraphs 1-95 by reference as if fully set forth herein.

98. Defendant made a fraudulent misrepresentation of material fact in that Defendant stated that the goods would be sold at their listed price.

99. These goods were not sold at their listed price and this assertion of a certain advertised or listed price was the entire basis for Plaintiff's purchase.

100. Plaintiff relied on the above misrepresentation as the listed price was the entire reason for her purchase of the goods.

101. Plaintiff was justified in relying upon the above misrepresentation because, for stores, other than Defendant, the listed price is the purchase price.

102. Plaintiff's reliance resulted in damages as Plaintiff would not have purchased, thus losing the money related to such purchase, the mispriced items.

103. As a direct and proximate cause of Defendant's conduct, Plaintiff was damaged by Defendant in that Plaintiff has been deprived of her benefit of the bargain and loss of purchase price.

104. Plaintiff and the Class seek actual damages, attorneys' fees, costs and any other just and proper relief available under the laws.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for judgement against Defendant as to each and every count, including:

- A. An order declaring this action to be a proper class action, appointing Plaintiff and her counsel to represent the Class, and requiring Defendant to bear the costs of class notice;
- B. An order enjoining Defendant from selling items or goods for higher than listed;
- C. An order enjoining Defendant from suggesting or implying that the goods are accurately priced;

- D. An order requiring Defendant to engage in a corrective advertising campaign and engage in any further necessary affirmative injunctive relief;
- E. An order awarding declaratory relief and any further retrospective or prospective injunctive relief permitted by law or equity, including enjoining Defendant from continuing the unlawful practices alleged herein, and injunctive relief to remedy Defendant's past conduct;
- F. An order requiring Defendant to pay restitution/damages to restore all funds acquired by means of any act or practice declared by this Court to be an unlawful, unfair, or fraudulent business act or practice, plus pre- and post-judgment interest thereon;
- G. An order requiring Defendant to disgorge any ill-gotten benefits received from Plaintiff and members of the Class as a result of any wrongful or unlawful act or practice;
- H. An order requiring Defendant to pay all actual and statutory damages permitted under the counts alleged herein;
- I. An order awarding attorneys' fees and costs to Plaintiff and the Class; and
- J. An order providing for all other such equitable relief as may be just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

Dated: November 17, 2023.

Respectfully Submitted,

s/**Paul Kent Bramlett**

Paul Kent Bramlett #7387

Robert Preston Bramlett #25895

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

COTTON, SHARLIA

(b) County of Residence of First Listed Plaintiff SOUTH CAROLINA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

PAUL KENT BRAMLETT/ROBERT PRESTON
BRAMLETT, BRAMLETT LAW OFFICES, P O BOX

DEFENDANTS

DOLLAR GENERAL CORPORATION

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC 1332(d)

Brief description of cause:

Fraud, false advertising

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

11/17/2023

PAUL KENT BRAMLETT

FOR OFFICE USE ONLY

RECEIPT #

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.