ELECTRONICALLY FILED
4/15/2025 12:07 PM
69-CV-2021-900022.00
CIRCUIT COURT OF
BARBOUR COUNTY, ALABAMA
PAIGE SMITH, CLERK

IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA
EUFAULA DIVISION

WILLIAMS TANGELA, Plaintiff,	)	
V.	)	Case No.: CV-2021-900022.00
FAMILY DOLLAR STORES, INC., FAMILY DOLLAR STORES OF ALABAMA, LLC, Defendants.	)	

ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT AND CERTIFYING THE SETTLEMENT CLASS

This matter comes before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, filed on April 4, 2025. Plaintiffs and Family Dollar Stores, LLC f/k/a Family Dollar Stores, Inc. (collectively "Parties") have agreed to settle this action under the terms and conditions set forth in the Settlement Agreement ("Settlement"), which was which was executed between the Parties. The Parties reached the Settlement through arm's-length negotiations over many months and, at times, with the assistance of a mediator, Phil Adams. Pursuant to the Settlement, subject to the terms and conditions therein and subject to Court approval, Plaintiffs and the proposed Settlement Class will fully, finally, and forever resolve, discharge, and release their claims.

The Settlement has been filed with the Court, and Plaintiffs and Class Counsel have filed an Unopposed Motion for Preliminary Approval of Class Settlement. Upon considering the Motion, the Settlement and all exhibits thereto, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court currently has jurisdiction over

the subject matter and the Parties to this Action; (2) the proposed Settlement Class meets the requirements of Ala. Rule Civ. Pro. 23 and should be certified for settlement purposes only; (3) the persons and entities identified below should be appointed Class Representatives and Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel, and is not the result of collusion; (5) the Settlement is within the range of reasonableness and should be preliminarily approved; (6) the proposed Notice program and proposed forms of Notice satisfy Ala. Rule Civ. Pro. 23 and constitutional due process requirements, and are reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, Class Counsel's application for an award of attorneys' fees and expenses ("Fee Application"), and their rights to opt-out of the Settlement Class or object to the Settlement and/or Class Counsel's Fee Application; (7) good cause exists to schedule and conduct a Final Approval Hearing, pursuant Ala. Rule Civ. Pro. 23, to assist the Court in determining whether to grant Final Approval of the Settlement and enter the Final Approval Order, and whether to grant Class Counsel's Fee Application; and (8) the other related matters pertinent to the Preliminary Approval of the Settlement should also be approved.

Based on the foregoing, IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. As used in this Preliminary Approval Order, unless otherwise noted, capitalized terms shall have the definitions and meanings accorded to them in the Settlement.

2. The Court currently has jurisdiction over the subject matter and Parties to

this proceeding.

3. Venue is proper in this Court.

Provisional Class Certification and Appointment of Class Representatives and Class Counsel

1. In considering whether to provisionally certify a settlement, a court must consider the same factors that it would consider in connection with a proposed litigation class—*i.e*. all Ala. Rule Civ. Pro. 23(a) factors and at least one of the requirements under Ala. Rule Civ. Pro. 23(b) must be satisfied—except that the court need not consider the manageability of a potential trial, since the settlement if approved, would obviate the need for a trial. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

2. The Court finds, for settlement purposes, that the Ala. Rule Civ. Pro. 23 factors are present, and thus certification of the proposed Settlement Class is appropriate. The Court, therefore, certifies the following Settlement Class: All persons who purchased any Family Dollar proprietary brand ground coffee products, including all Chestnut Hill coffee products, whose labels represent that they make up a given number of cups of coffee, including, without limitation ("Products") in the United States at a store operated by Defendant or their parents, subsidiaries, or affiliates between January 1, 2019, and the date of this Order. Excluded from the Settlement Class are the following: (a) Persons who purchased or acquired any Products for resale; (b) the Released Parties; (c) all Persons who file a timely and valid Opt-Out; (d) Plaintiffs' Counsel and Defendant's Counsel; (e) federal, state, and local governments; and (f) the judicial staff and courtroom staff overseeing the Action.(Agr.¶ 248).

3. The Court specifically determines that, for settlement purposes, the

Settlement Class meets all the requirements of Ala. Rule of Civ. Pro. 23(a) and 23(b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representative are typical of absent class members; that the class representative will fairly and adequately protect the interests of the Settlement Class, as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action; that questions of law or fact common to the members of the Settlement Class predominate over questions affecting only individual members; and that a class action is superior to other methods available for the fair and efficient adjudication of the Action.

4. The Court appoints Named Plaintiffs Tangela Williams, Nancy Burr, Michael Goolsby, Valerie Johnson, and Elayne Smith as the class representatives.

5. The Court appoints Irby Law, LLC; Lober & Dobson; and Law Office of Todd L. Lord as Class Counsel.

6. The Court recognizes that Family Dollar reserves all of its defenses and objections against and rights to oppose any request for class certification in the event that the proposed Settlement does not become Final for any reason. Family Dollar also reserves its defenses to the merits of the claims asserted in the event the Settlement does not become Final for any reason.

Preliminary Approval of the Settlement

7. The Court preliminarily approves the Settlement, together with all exhibits thereto, as fair, reasonable, and adequate. The Court finds that the Settlement was reached in the absence of collusion, is the product of informed, good-faith, arm's-length

negotiations between the Parties, and their capable and experienced counsel. The Court further finds that the Settlement, including the exhibits thereto, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement Class, as set forth below and in the Settlement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter a Final Approval Order.

Approval of Class Notice and the Claims Process

8. The Court approves the form and content of the Class notices, substantially in the forms attached to the Settlement, as well as the Claim Form attached thereto. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel's attorney's fees application, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class Notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class Notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Ala. Rule Civ. Pro. 23 and the constitutional requirement of Due Process.

9. Epiq shall serve as the Claims and Settlement Administrator.

10. The Administrator shall implement the Class Notice program, as set forth below and in the Settlement, using the Class notices substantially in the forms attached to the Settlement and approved by this Preliminary Approval Order. Notice shall be

provided to the members of the Settlement Class pursuant to the Class Notice program, as specified in the Settlement and approved by this Preliminary Approval Order. The Class Notice program shall include, to the extent necessary, the Short-Form Notice and Long-Form Settlement Notice, as set forth in the Settlement and below.

11. The Administrator shall administer the Settlement Notice as set forth in the Settlement. As set forth in the Settlement Agreement, the Notice Date shall be no later than thirty (30) days following the entry of this Preliminary Approval Order.

12. Prior to the Notice Date, the Administrator shall establish a Settlement Website as a means for Settlement Class members to obtain notice of, and information about, the Settlement. The Settlement Website shall include an online portal to file claims, hyperlinks to the Settlement, the Long-Form Settlement Notice, the Preliminary Approval Order, and other such documents as Class Counsel and counsel for Defendant agree to include.

13. The Administrator is directed to perform all substantive responsibilities with respect to effectuating the Class Notice program, as set forth in the Settlement.

Final Approval Hearing, Opt-Outs, and Objections

14. A Final Approval Hearing shall be held before this Court on **July 21, 2025 at 1:00 pm central** to determine whether to grant Final Approval to the Settlement and to enter a Final Approval Order and whether Class Counsel's Fee Application should be granted.

15. Any person within the Settlement Class who wishes to be excluded from the Settlement Class may exercise their right to opt-out of the Settlement Class by following the opt-out procedures set forth in the Settlement and in the Notices at any

time during the Opt-Out Period. To be valid and timely, opt-out requests must be completed in accordance with the Settlement and Notice, verified, and received on or before the last day of the Opt-Out Period, which is 60 days following the Notice Date ("Opt-Out Deadline"). Opt-out requests must be received by the Opt-Out Deadline at the addresses indicated in the Long Form Notice.

16. Any Settlement Class Member may object to the Settlement or Class Counsel's Fee Application. Any such objections must be filed with the Clerk of the Court with a copy provided to Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses indicated in the Long- Form Settlement Notice. For an objection to be considered by the Court, the objection must be filed and received no later than 60 days following the Notice Date, as set forth in the Notice ("Objection Deadline"). To be valid, an objection must include the following information:

a. The case name and number;
b. The name, address, telephone number, and, if available, the email address of the Person objecting;
c. The name and address of the lawyer(s), if any, who is representing the Person making the Objection or who may be entitled to compensation in connection with the Objection;
d. A detailed statement of Objection(s), including the grounds for those Objection(s);
e. Copies of any papers, briefs, or other documents upon which the Objection is based;
f. A statement of whether the Person objecting intends to appear at the

Final Approval Hearing, either with or without counsel;

g. The identity of all counsel (if any) who will appear on behalf of the Person objecting at the Final Approval Hearing and all Persons (if any) who will be called to testify in support of the Objection;

h. A statement of his/her membership in the Settlement Class, including all information required by the Claim Form;

i. The signature of the Person objecting, in addition to the signature of any attorney representing the Person objecting in connection with the Objection; and

j. A detailed list of any other objection by the Settlement 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 Settlement 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. This information is requested in order to assist the Court in determining whether the Objection is made by a professional objector seeking financial consideration for their efforts. Failing to provide this information will not affect the validity of the Objection, but may result in the Court presuming that the Objection is made by a professional objector.

Further Papers in Support of Settlement and Attorneys' Fee Application

17. No later than fourteen (14) days prior to the Objection Deadline, Plaintiffs

and Class Counsel shall file their Application for an Award of Attorneys' Fees and Expenses and proposed orders.

18. No later than fourteen (14) days prior to the Final Approval Hearing, Plaintiffs and Class Counsel shall file their Motion for Final Approval of the Settlement and proposed orders.

19. No later than seven (7) days prior to the Final Approval Hearing, Plaintiffs and Class Counsel shall file their responses to timely filed objections to both the Settlement and the Application for an Award of Attorneys' Fees and Expenses.

Effect of Failure to Approve Settlement

20. If the Settlement is not finally approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

a. All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any other proceeding;

b. Nothing in this Preliminary Approval Order is, or may be construed as, any admission or concession by or against Defendant or Plaintiff on any point of fact or law; and

c. Neither the Settlement terms, any documents exchanged or disclosed by the Parties to each other for settlement purposes, nor any publicly disseminated information regarding the Settlement, including, without

limitation, the Class Notice, court filings, orders and public statements, may be used as evidence or otherwise referenced or referred to in any future proceeding. In addition, neither the fact of, nor any documents relating to, either Party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions, may be used as evidence.

Continuing Jurisdiction of Court

21. The Court shall retain exclusive and continuing jurisdiction over this Litigation, the Parties and their counsel, this Agreement, and any matters or disputes arising out of or relating to this Settlement or the Agreement, and all Parties and their counsel submit to the exclusive and continuing jurisdiction of the Court for said purposes.

Stay/Bar of Other Proceedings

22. All proceedings in the Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, all Settlement Class Members and persons in privity with them, including all persons represented by them, are barred and enjoined from commencing or continuing any suit, action, proceeding, case, controversy, or dispute arising from or relating to the: (1) the claims alleged in the Complaint and as discussed in the Agreement; (2) the Settlement, this Agreement, and any matters arising out of or related this Agreement; and/or (3) performance or breach of same. Such Persons are further barred and enjoined from seeking to raise any objections or challenges to the Settlement, in any state or federal court or other

body other than the Circuit Court of Barbour County, Alabama (Eufaula Division).

23. Based on the foregoing, the Court sets the following schedule for the Final Approval Hearing and the actions which must take place before and after it:

Event	Date
Notice Date	30 days following Preliminary Approval
Objection Deadline and Opt-Out Deadline	60 days following Notice Date
Deadline for Filing Fee Award	14 days before Objection Deadline
Deadline for Motion for Final Approval	14 days before Final Approval Hearing
Deadline for Responses to Objections	7 days before Final Approval Hearing
Final Approval Hearing	**July 21, 2025 at 1:00 p.m.**

DONE this 15th day of April, 2025.

/s/ BURT SMITHART
CIRCUIT JUDGE