

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

REBECCA NOCERA, TRACY MICHEL,
JENNIFER ROSSMAN, ANGELA
RENEAU, FELICIA SAMMARCO, JOHN J.
NOTTO, STEVEN WILLNER and
HEATHER SHARP, individually and on
behalf of all others similarly situated,

Case No. 2:18-cv-01222

Plaintiffs,

v.

DOLLAR GENERAL CORPORATION
D/B/A DOLLAR GENERAL,
DOLGENCORP, LLC D/B/A DOLLAR
GENERAL, DOLGEN NEW YORK, LLC,
DG RETAIL, LLC, AND DOLGEN
CALIFORNIA, LLC,

Defendants.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

1. Introduction and Recitals.

1.1. This Settlement Agreement (together with all exhibits, the “Agreement”) is entered into by and between Dollar General Corporation d/b/a Dollar General, Dolgencorp LLC d/b/a Dollar General, Dolgen New York LLC, DG Retail LLC, and Dolgen California LLC (collectively, “Dollar General” or “Defendants”) and Rebecca Nocera, Tracy Michel, Jennifer Rossman, Angela Reneau, Felicia Sammarco, John J. Notto, Steven Willner, and Heather Sharp (collectively, “Plaintiffs”), individually and on behalf of themselves and a class of persons similarly situated (hereinafter referred to as the “Class” and defined below). Dollar General and Plaintiffs (individually and on behalf of the Class) shall individually be referred to as a “Party” and jointly as “Parties.”

1.2. Plaintiffs filed a consolidated class action complaint in the United States District Court for the Western District of Pennsylvania, civil action number 2:18-cv-01222, on July 20, 2020, in which they alleged that Dollar General violated Title III of the Americans With Disabilities Act, 42 U.S.C. § 12101 *et seq.*, (the “ADA”) and its implementing regulations (the “Lawsuit”). The Lawsuit had been assigned to and the parties consented to the jurisdiction of Judge William S. Stickman.

1.3. Plaintiffs alleged in the Complaint that they have been denied full and equal access to Defendants’ Stores due to Access Barriers that were intentional, systemic, recurring, and reflective of Defendants’ inadequate policies and practices, in violation of the ADA. Plaintiffs sought injunctive and declaratory relief, as well as attorneys’ fees and litigation costs.

1.4. Dollar General denied and continues to deny Plaintiffs’ allegations.

1.5. The Parties have reached agreement on the terms of a proposed class settlement.

1.6. The Parties therefore now wish to effect a complete resolution and settlement of all claims and controversies relating to the allegations of Plaintiffs and the Class, and to resolve their differences and disputes by settling the Lawsuit. For purposes of this Agreement only, Dollar General does not object to the definition of the Class (as defined below), to Plaintiffs serving as Class Representative (as defined below), and to Class Counsel (as defined below) serving as counsel to the Class. Plaintiffs and Class Counsel acknowledge that they desire to settle on the terms and provisions in this Agreement and believe it is fair, reasonable, and adequate and in the best interests of Plaintiffs and the Class.

1.7. The terms of all Exhibits attached hereto are fully incorporated into this Agreement and are an integral part thereof. To the extent that there are any conflicts or

inconsistencies between the terms of this Agreement and any of the Exhibits, the terms of this Agreement shall control.

2. **No Admission of Liability.** By agreeing to and voluntarily entering into this Agreement, there is no admission or concession by Dollar General, direct or indirect, express or implied, that it has violated the ADA or any other federal, state, or local law, regulation, order, or rule, or that class certification is appropriate in this Lawsuit. The Parties agree that if this Agreement is not finally approved, or is otherwise nullified, then the Parties shall return to their positions preceding this Agreement and Dollar General shall retain all rights to challenge Plaintiffs' claims and the certification of the Class.

3. **Definitions.** In addition to the terms defined elsewhere in the Agreement, the following terms shall have the meanings set forth below.

3.1. "Access Barrier" or "Access Barriers" means hindrances to common routes of travel, which may include but are not limited to physical barriers such as merchandise, merchandise displays, shopping carts, stocking carts, dollies, boxes, ladders, or any other materials so positioned that block, narrow, or generally impede the ingress, egress, aisle and other Pathways, both inside and outside of Defendants' Stores, which reduce or eliminate accessibility of Store amenities for members of the Class. For purposes of this Agreement, Access Barriers do not include fixed, non-movable architectural barriers.

3.2. The "Class" means all individuals with qualifying disabilities who use wheelchairs, scooters, or any other device for mobility and who have been, or in the future during the Term of this Agreement will be, denied the full and equal enjoyment of the Stores owned and/or operated by Dollar General in the United States because such persons encountered Access Barriers at those Stores.

3.3. “Class Member” means any member of the Class certified by the Court.

3.4. “Class Counsel” means the law firms of Carlson Lynch, LLP and Disability Rights New York.

3.5. “Class Representative(s)” means the named Plaintiffs.

3.6. “Court” means the U.S. District Court for the Western District of Pennsylvania.

3.7. “Complaint” refers to the operative Second Amended Complaint filed in this Lawsuit on July 20, 2020.

3.8. “Dollar General” means Dollar General Corporation d/b/a Dollar General, Dolgencorp LLC d/b/a Dollar General, Dolgen New York LLC, DG Retail LLC, and Dolgen California LLC.

3.9. “Dispute Resolution” means the process described in Section 12 herein.

3.10. “Effective Date” means the date by which all of the following have occurred:

a. The Parties have executed the Agreement.

b. The Parties have satisfied all of the Conditions Precedent described in Section 5, below.

3.11. “Fairness Hearing” means a hearing held by the Court before Final Approval and after Notice and any responses to any objections have been filed with the Court.

3.12. “Final Approval” means the approval of this Agreement by the Court under Federal Rule of Civil Procedure 23(e) after Notice to the Class and a Fairness Hearing.

3.13. “Final Judgment” means the Judgment to be entered by the Court following Final Approval, consistent with Federal Rule of Civil Procedure 58. A copy of the proposed Final Judgment is attached as **Exhibit A**.

3.14. “Notice” means notice of this Agreement as provided in Section 11 herein and described in the Proposed Order Granting Motion for Preliminary Approval of Class Settlement; Directing Issuance of Settlement Notice; and Scheduling Hearing on Final Approval, attached as **Exhibit B**, including the Notices to the Class regarding the terms of this Settlement Agreement, attached as **Exhibits C and D**, or notice that is materially identical thereto.

3.15. “Pathway” or “Pathways” means routes or areas commonly used for travel in and around Defendants’ Stores and may include but are not limited to access routes to parking spaces, entrances or exits of any Store, publicly available drinking fountains, publicly available restroom facilities, sales floor, aisles, emergency exits and/or fire escape doors.

3.16. “Preliminary Approval” means the initial approval by the Court of the terms of this Agreement, which shall occur prior to any Notice being provided to the Class in accordance with Section 11 herein. A draft Proposed Order Granting Motion for Preliminary Approval of Class Settlement; Directing Issuance of Settlement Notice; and Scheduling Hearing on Final Approval is attached as **Exhibit B**.

3.17. “Store” or “Stores” means any or all retail stores operated by Dollar General Corporation, Dolgencorp, LLC, Dolgen New York, LLC, DG Retail LLC, Dolgen California LLC, a subsidiary, or a related or affiliated company within the United States as of the date this Court enters Preliminary Approval through the end of the Term of this Agreement.

3.18. “Releasees” means Dollar General Corporation, Dolgencorp, LLC, , Dolgen New York, LLC, and Dollar General Corporation’s direct and indirect subsidiaries,

divisions, parents, affiliates, companies under common control of any of the foregoing, predecessors, successors, and assigns, and its and their past, present and future shareholders, partners, principals, managers, members, directors, officers, employees, agents, attorneys, insurers, employee benefit plans, trustees and all others acting in concert with them.

4. **Stipulation for Conditional Class Certification.** The Parties stipulate and agree to the conditional certification of the Class for purposes of this Agreement only. Should, for whatever reason, the settlement set forth in this Agreement not become final, the Parties' stipulation to such class certification as part of this settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context. Defendants expressly reserve their rights and declare that, to the extent Plaintiffs may otherwise be permitted to seek class certification, they intend to oppose class certification vigorously should this settlement not become final and putative class action claims are allowed to be pursued in this Lawsuit or any other action or proceeding.

5. **Conditions Precedent.** This Agreement shall be conditioned upon and shall be effective only upon the occurrence of all of the following events:

5.1. Dollar General has received a W-9 form for Plaintiffs and Class Counsel.

5.2. Class Counsel has moved for, and the Court has entered, an order granting Preliminary Approval of this Agreement.

5.3. Upon Preliminary Approval of this Agreement and approval of the Notice and the procedures for providing Notice, Notice has been provided to the Class in accordance with such procedures.

5.4. A Fairness Hearing has been held in accordance with Federal Rule of Civil Procedure 23(e)(2).

5.5. The Court has granted Final Approval of this Agreement, dismissed the claims of the Lawsuit with prejudice in accordance with the terms set forth herein after a Fairness Hearing has been conducted (subject to the Court's retaining jurisdiction pursuant to Section 14 herein), entered Final Judgment, and all such orders and approvals have become final and non-appealable.

5.6. The United States District Court for the Northern District of New York dismisses with prejudice the currently stayed companion case styled *Jennifer Rossman v. Dollar General Corporation, et al.*, Civil Action No. 6:18-cv-00573-FJS-TWD.

6. **Settlement Purposes Only.** This Agreement is for settlement purposes only. Neither the fact of, nor any term or provisions contained in this Agreement or its Exhibits, nor any action taken under it shall constitute, be construed as, or be admissible in evidence as (1) any admission of the validity of any claim or fact alleged in the Lawsuit or any other pending or subsequently filed action; (2) evidence of any wrongdoing, fault, violation of law, or liability of any kind by Dollar General in the Lawsuit or any other pending or subsequently filed action during the Term of this Agreement; (3) an admission by Dollar General of any fact, claim, or allegation made in this Lawsuit or any pending or subsequently filed action during the Term of this Agreement; (4) an admission by Dollar General that the underlying theories of liability in the Lawsuit or any pending similar Lawsuit satisfy the requirements of class certification under Rule 23; nor (5) admission by Plaintiffs, the Class, or Class Counsel of the validity of any fact or defense asserted against them in the Lawsuit or any action.

7. **Term of Agreement.** This Agreement shall have a term (“Term”) that expires four (4) years after the Effective Date.

8. **Injunctive Relief for the Class.** Within ninety (90) days of the Effective Date, Defendants will have completed the following:

8.1. **ADA Access Compliance.** Defendants agree to ensure that the placement of merchandise, shopping carts, boxes, and/or other non-fixed items in areas of the Stores, both inside and out, will not reduce or eliminate accessibility to any of the following paths of travel: parking in designated accessible parking spaces and adjoining access aisles; the entrances or exits of the Stores; accessible routes within the Stores (*i.e.*, aisles or pathways to merchandise on the sales floor); access routes to publicly available restroom facilities; the route to or ability to use the publicly available fountains; and paths to any emergency exits and/or fire escape doors (the “Access Routes”). Defendants further agree that, if Access Routes are obstructed, they will follow the protocols set forth herein to promptly remedy the issue.

8.2. **ADA Customer Service Assistance.** Defendants will include a toll-free customer assistance line phone number on a customer-facing door poster or sign that includes the universal persons with disabilities symbol with language to the effect of, “We are committed to compliance with the Americans with Disabilities Act. Our employees are glad to help! If you need assistance, please ask a Dollar General associate or call 1-877-463-1553.” Defendants will instruct its Customer Service intake representatives that all ADA accessibility issues reported through the Customer Service line must be recorded and promptly forwarded, in writing, to Defendants’ applicable District Managers for prompt investigation and, if necessary, prompt remediation.

8.3. ADA Title III Compliance Training for Field Management Employees.

Defendants will ensure that all Regional Directors, District Managers, and Store Managers hired prior to the Effective Date of this Agreement complete a computer-based ADA Title III training that encompasses the full scope of the injunctive relief detailed herein, the content of which may be reviewed by Class Counsel prior to finalization. However, Defendants shall consider Class Counsel's recommendations regarding such changes, but are not required to make any substantive changes based on Class Counsel's review. For all Regional Directors, District Managers, and Store Managers hired after the Effective Date of this Agreement, completion of the computer-based Title III ADA Compliance Training will be part of the onboarding process.

8.4. ADA Title III Compliance Training for Retail Store Employees. Dollar

General agrees that all hourly employees hired prior to the Effective Date of this Agreement at Defendants' Stores will receive training through a one-page ADA Title III Compliance educational document regarding the requirements of the injunctive relief detailed herein, the content of which may be reviewed by Class Counsel prior to finalization. Defendants shall consider Class Counsel's recommendations regarding such changes, but are not required to make any substantive changes based on Class Counsel's review. For all employees encompassed by this provision that are hired after the Effective Date of this Agreement, the one-page ADA Compliance document will be made part of their onboarding materials.

9. **Monitoring and Reporting Requirements.**

9.1. Quarterly Store Compliance for ADA Accessibility. Dollar General will include a review of Access Barriers in any Access Routes during each District Manager Quarterly Store Compliance Visit. Should the District Manager determine that there are any Access Barriers in any Access Routes, the District Manager will work with the Store Manager to remedy the

specific issue immediately, if possible, but no later than within twenty-four (24) hours. If, for an unforeseen reason, the District Manager and the Store Manager cannot remedy the issues within twenty-four (24) hours, Dollar General will advise Class Counsel of the additional need for time to cure.

9.2. Annual Summary Report. No later than March 31st for each year during the Term of this Agreement, Dollar General shall provide Class Counsel with a summary report compiling the District Manager Quarterly Store Compliance Visit Reports performed during the year that show the itemized total for all ADA access results in the following form or something equivalent: (a) All Clear or (b) Appropriate Corrective Action Taken (“Annual Summary Report”). This Annual Summary Report will be subject to a Confidentiality and Non-Disclosure Agreement to be negotiated by the parties.

9.2.1. In the event that an Access Barrier is identified and Appropriate Corrective Action is taken, the Annual Summary shall include a brief description of the identified Access Barriers.

9.2.2. The Annual Summary Report shall include an update as to any changes to the districts (*i.e.*, new Stores, closed Stores, changed district boundary lines, etc.) for purposes of monitoring the compliance under paragraph 9.3 of this agreement.

9.3. Monitoring for Compliance. Beginning on the ninety-first (91st) day after the Effective Date, Class Counsel or their agents may monitor Defendants’ compliance with this Agreement through inspections of Defendants’ Stores, which monitoring may be performed without advance notice to Defendants. The Parties agree to the following with respect to the monitoring:

9.3.1. Class Counsel or their agent may inspect up to three percent (3%) of all Defendants' Stores (for a total of 480 stores) during the Term of the Agreement.

9.3.2. During the Term of the Agreement, Class Counsel may perform up to one (1) inspection and one (1) follow-up inspection per specific Store location. However, if Access Barriers are identified in any Access Route upon follow-up inspection of a specific Store location, the aforementioned restriction on the number of inspections permitted by Class Counsel at that specific Store location is removed. If after inspection, Class Counsel believes Access Barriers are identified in Access Routes, the parties will follow the Dispute Resolution outlined in paragraph 12 of this Agreement.

9.3.3. Class Counsel will inspect no more than eight (8) Stores in a single district in a calendar month. Within ninety (90) days after the Effective Date, Defendants will provide Class Counsel with a listing of all Stores with their addresses, and their respective districts.

9.3.4. Dollar General agrees that nothing herein imposes restrictions on DRNY's access authority pursuant to the Developmental Disabilities Assistance and Bill of Rights Act of 2000 ("DD Act"), 42 U.S.C. § 15041 *et seq.*; the Protection and Advocacy for Individuals with Mental Illness Act of 1986 ("PAIMI Act"), 42 U.S.C. § 10801 *et seq.*; Protection and Advocacy of Individual Rights Act ("PAIR Act"), 29 U.S.C. § 794e; and the Protection and Advocacy for Assistive Technology Act of 2004 ("PAAT Act"), 29 U.S.C. § 3001 *et seq.* (collectively, "P&A Acts"). However, DRNY shall not use this authority in contradiction of the terms or spirit of this Agreement.

10. **Payment to Plaintiffs.**

10.1. Within twenty one (21) days after the Effective Date, Dollar General shall make a payment of \$1,000.00 to each of the named Plaintiffs: Rebecca Nocera; Tracy Michel;

Jennifer Rossman; Angela Reneau; Felicia Sammarco; John J. Notto; Steven Willner; and, Heather Sharp (“Class Representative Payment”) in exchange for the release of claims as detailed herein. This payment shall be delivered to Class Counsel.

10.2. Dollar General may issue an IRS Form 1099 to each of the named Plaintiffs for the Class Representative Payment. Plaintiffs shall be solely responsible for paying all applicable taxes relating to the Class Representative Payment and shall indemnify and hold harmless Dollar General from any claim or liability for taxes, penalties, or interest arising as a result of this Payment.

11. **Preliminary Approval, Notice to the Class, and Objections.**

11.1. Preliminary Approval. Within thirty (30) days after execution of this Agreement, Plaintiffs shall (1) file the Agreement, including the attached Exhibits, with the Court; (2) file a motion for preliminary approval of the Agreement with the Court; and (3) notify the Court of the filings and request entry by the Court, on the earliest date acceptable to the Court, of the Preliminary Approval and the Proposed Scheduling Order attached as **Exhibit B**.

11.2. Notice Procedures. No later than ten (10) days after the Court enters the Preliminary Approval and Scheduling Order, the parties will provide Notice to the Class, utilizing the Notices attached as **Exhibits C and D**, and in accordance with the plan described in the Proposed Order Granting Motion for Preliminary Approval of Class Settlement; Directing Issuance of Settlement Notice; and Scheduling Hearing on Final Approval attached as **Exhibit B**.

11.3. At least thirty (30) days before the Fairness Hearing, the parties will provide respective declarations to the Court, attesting that it disseminated notice consistent with this Agreement.

11.4. Objections. The Parties shall ask the Court to order the following procedures for objections: Any Class Member may object to the proposed Agreement by filing, within forty-five (45) days of the deadline set by the Court for the Parties to provide Notice to the Class in accordance with Section 11 herein, written objections with the Clerk of the Court. Only such objecting Class Members shall have the right, and only if they expressly seek it in their objection, to present objections orally at the Fairness Hearing. Responses by Dollar General and Class Counsel to any timely-filed objections shall be made no less than fourteen (14) days before the Fairness Hearing.

12. Dispute Resolution. Any disputes relating to this Agreement shall be resolved according to the following procedure:

12.1. Meet and Confer. If any Party believes that a dispute exists relating to this Agreement, it shall notify the other Party. The Parties shall meet and confer in good faith, in an effort to reach agreement.

12.2. If the Parties are unable to resolve the dispute within thirty (30) days of initiation of the meet-and-confer process in Section 12.1, then:

12.2.1. Mediation. The Parties will engage in one mediation in an effort to reach agreement. The Parties shall make reasonably diligent efforts to utilize video conferencing or other cost-effective formats for the mediation session held pursuant to this Section. The mediation shall occur with Carole Katz or, if Carole Katz is unavailable, another agreed-upon mediator. Costs shall be borne equally by parties for this single mediation.

12.2.2. Submission to the Court. The Honorable William S. Stickman, United States District Court Judge for the Western District of Pennsylvania, will retain jurisdiction over the enforcement of this Settlement.

12.2.2.1 After the first mediation is completed, any and all remaining disputes not resolved through the process detailed in 12.1 shall proceed to final adjudication by Hon. Judge Stickman. Attorneys' fees and costs incurred in connection with bringing a dispute before the Court related to this Agreement shall be awarded in accordance with the attorneys' fees provisions of the Americans with Disabilities (ADA) Act as though the enforcement action was filed under the ADA.

12.2.2.2 The Parties agree that Judge Stickman's ruling shall be final and non-appealable, and may not be objected to.

12.2.2.3 Notwithstanding the above, the Parties agree that fees and costs incurred during the original litigation and settlement phase have been resolved and shall not be subject to adjudication in the enforcement of this Agreement.

13. **Attorneys' Fees and Costs.** Dollar General agrees to pay attorneys' fees and costs to Class Counsel in the amount of \$385,000.00, inclusive of all future fees for monitoring and inspections (the "Attorneys' Fees and Costs Payment") and inclusive of all costs incurred in notifying the Class of this Settlement. The Attorneys' Fees and Costs Payment shall be made within twenty -one (21) days of the Effective Date of this Agreement or as directed by the Court, provided Dollar General has received a completed IRS Form W-9 for Class Counsel. Dollar General shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs Payment.

14. **Continuing Jurisdiction.** The Parties agree that the United States District Court for the Western District of Pennsylvania shall have continuing jurisdiction throughout the Term of this Agreement to interpret and enforce this Agreement.

15. **Releases.**

15.1. Release of Claims for Injunctive Relief by Plaintiffs and Class Members.

15.1.1. Effective on the Effective Date, Plaintiffs and the Class Members and each of their executors, successors, heirs, assigns, administrators, agents, and representatives (the “Injunctive Releasing Parties”), in consideration of the relief set forth herein, fully and finally release Releasees from the Released Injunctive Claims as defined below.

15.1.2. The “Released Injunctive Claims” are any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action for injunctive or declaratory relief arising through the date of Final Approval of this Agreement relating to the subject matter of the Lawsuit, including, but not limited to, any claims relating to any Access Barriers in any Access Routes and the adequacy of Dollar General’s ADA accessibility compliance policies and procedures related to any Access Barriers in any Access Routes. The “Released Injunctive Claims” also include all claims, rights, demands, charges, complaints, actions, suits, causes of action, or liabilities of any kind for injunctive or declaratory relief based on conduct that occurs after Final Approval of this Agreement and during the Term of this Agreement to the extent that such claims arise out of or relate to actions, omissions, or conduct that are being addressed under the terms of this Agreement related to any Access Barriers in any Access Routes. The release set forth in this section 15.1.2 does not apply to any claims for monetary damages as monetary damages are not available under Title III. This release does not serve to release any obligations under the terms of this Settlement Agreement.

15.2. Release of Claims for Damages by Named Plaintiffs.

15.2.1. On the Effective Date, the named Plaintiffs and each of their executors, successors, heirs, assigns, administrators, agents, and representatives, in consideration

of the relief set forth herein fully and finally releases Releasees from the Released Damages Claims as defined below.

15.2.2. The “Released Damages Claims” are any and all claims, rights, demands, charges, complaints, actions, suits, causes of action, and liabilities of any kind of damages relating to the subject matter of the Lawsuit arising through the date of Final Approval, including, but not limited to, any claims relating to the accessibility of Dollar General’s Stores in the United States under Title III of the ADA, the adequacy of Dollar General’s ADA accessibility compliance policies and procedures, and any claim for monetary damages the named Plaintiffs could file under corresponding state law for alleged violations of Access Barriers in any Access Routes.

15.2.3. The “Released Damages Claims” also include a waiver of rights under California Civil Code Section 1542, which states: “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.”

16. **Entire Agreement.** This Agreement contains all the agreements, conditions, promises, and covenants among Dollar General, Plaintiffs, Class Counsel, and the Class regarding matters set forth in it and supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, either written or oral, with respect to the subject matter of the present Agreement.

17. **Communications to Dollar General and Class Counsel.** Unless otherwise indicated in the Agreement, all notices or communications required by this Agreement shall be in writing by email, U.S. Mail, or overnight delivery service addressed as follows:

17.1. To Plaintiffs, Class Counsel, or the Class: R. Bruce Carlson, Carlson Lynch, LLP, 1133 Penn Avenue, 5th Floor, Pittsburgh, PA 15222, bcarlson@carlsonlynch.com and Christina Asbee, Disability Rights New York, 724 Broadway Street, Suite 450, Albany, NY 12207-5001, christina.asbee@drny.org.

17.2. To Dollar General: Amy M. Turk, 101 West Main Street, Suite 9000, Norfolk, VA 23510, aturk@mcguirewoods.com.

18. **Modification.** Prior to Final Approval, this Agreement can only be amended by written agreement of the Parties hereto. Following Final Approval, no modification of this Agreement shall be effective unless it is pursuant to Court Order.

19. **Drafting of this Agreement.** This Agreement was drafted by all Parties hereto, as a result of arm's length negotiations among the Parties. Whereas all Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

20. **Execution by Facsimile and in Counterparts.** This Agreement may be executed by the Parties hereto by facsimile or PDF signatures and in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement.

21. **Duty to Support and Defend Agreement.** Plaintiffs, Class Counsel, and Dollar General each agree to abide by all of the terms of this Agreement in good faith and to support it fully, and shall use their best efforts to defend this Agreement from any legal challenge, whether by appeal or collateral attack.

22. **Confidential Information.** Class Counsel will destroy all documents and information provided by Dollar General (including its representatives) in accordance with the terms of the Protective Order entered in the Nocera Lawsuit. Likewise, information provided to

Class Counsel by Dollar General (including its representatives) shall be governed by the terms of the Protective Order entered in the Nocera Lawsuit.

23. **Media Announcement.** Plaintiffs' Counsel may publicize the settlement in their marketing materials, website, social media, or other advertising media, subject to the following:

23.1. Carlson Lynch, LLP may publicize the terms of this Agreement on its website. The content of such publication is subject to prior approval by Defendants, and Defendants agree that such approval may not be unreasonably withheld. Nothing in this provision allows for Carlson Lynch to issue a media release regarding the terms of this Agreement.

23.2. Disability Rights may report the terms of this Agreement to the public and its funders. The content of such publication is subject to prior approval by Defendants, and Defendants agree that such approval may not be unreasonably withheld.

23.3. Any limitation on publications shall not apply to the public filing of motions or other case materials in the Lawsuit related to seeking and obtaining Court approval of the proposed settlement and the related awards of attorneys' fees and costs and enhancement awards, or to communications between Plaintiffs' counsel and Plaintiffs or members of the settlement class in the Lawsuit.

24. **Class Action Fairness Act.** Dollar General will provide information concerning the Agreement in compliance with CAFA, 28 U.S.C. § 1715.

25. **Deadlines.** The Parties recognize that from time to time unforeseen events, including but not limited to, exigent business circumstances, labor disputes, natural disasters, personnel issues, and negotiations with third parties, cause delays in the accomplishment of objectives, no matter how well-intentioned and diligent the Parties may be. Accordingly, with regard to the provisions of this Agreement that require that certain acts be taken within specified

periods, the Parties understand and agree that Court approval shall not be required for reasonable extensions of deadlines. In the event that any Party determines that an action required by this Agreement cannot be taken within the specified time period that Party shall promptly notify the other Parties that it anticipates a delay, the reasons for the delay, and proposed alternative deadline. The Parties shall endeavor to cooperate in reasonably rescheduling such deadlines.

26. **Parties' Authority.** The signatories hereto represent that they are fully authorized to bind the Parties to all the term of this Agreement. The Parties agree that it is impossible or impractical to have each Class Member execute this Agreement. This Agreement may be executed on behalf of Class Members by a Class Representative and by Class Counsel.



27. **Governing Law.** All terms of this Agreement shall be governed by and interpreted according to Pennsylvania law.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed,



DATED: December 10, 2020

DOLLAR GENERAL CORPORATION D/B/A
DOLLAR GENERAL

By: 
NAME: Rhonda Taylor 
TITLE: EVP, General Counsel



DATED: December 10, 2020

DOLGENCORP, LLC D/B/A DOLLAR
GENERAL

By: 
NAME: Rhonda Taylor 
TITLE: EVP, General Counsel



DATED: December 10, 2020

DOLGEN NEW YORK, LLC

By: 
NAME: Rhonda Taylor 
TITLE: EVP, General Counsel

DATED: December 10, 2020

DG RETAIL, LLC

By: 
NAME: Rhonda Taylor 
TITLE: EVP, General Counsel

DATED: December 10, 2020

DOLGEN CALIFORNIA, LLC



By: _____



NAME: Rhonda Taylor

TITLE: EVP, General Counsel

DATED: December 10, 2020

REBECCA NOCERA

DATED: December 10, 2020

TRACY MICHEL

DATED: December 10, 2020

JENNIFER ROSSMAN

DATED: December 10, 2020

ANGELA RENEAU

DATED: December 10, 2020

FELICIA SAMMARCO

DATED: December 10, 2020

DOLGEN CALIFORNIA, LLC

By: _____

NAME:

TITLE:

DATED: December 10, 2020

REBECCA NOCERA

DocuSigned by:

EDE397ED975C4DE... _____

DATED: December 10, 2020

TRACY MICHEL

DocuSigned by:

E2B6EF0C81BB4C7... _____

DATED: December 10, 2020

JENNIFER ROSSMAN

DocuSigned by:

19535FE8049C41B... _____

DATED: December 10, 2020

ANGELA RENEAU

DocuSigned by:

C87FFB2AB539446... _____

DATED: December 10, 2020

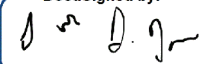
FELICIA SAMMARCO

DocuSigned by:

BAABE9FDBD294B0... _____

DATED: December 10, 2020

JOHN J. NOTTO

DocuSigned by:

77945CA6A8CC48E... _____

DATED: December 10, 2020

STEVEN WILLNER

DocuSigned by:

4921B7C72D8E49F... _____

DATED: December 10, 2020

HEATHER SHARP

DocuSigned by:

829D120D4E46476... _____

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

REBECCA NOCERA, TRACY MICHEL,
JENNIFER ROSSMAN, ANGELA
RENEAU, FELICIA SAMMARCO, JOHN J.
NOTTO, STEVEN WILLNER and
HEATHER SHARP, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

DOLLAR GENERAL CORPORATION
D/B/A DOLLAR GENERAL,
DOLGENCORP, LLC D/B/A DOLLAR
GENERAL, DOLGEN NEW YORK, LLC,
DG RETAIL, LLC, AND DOLGEN
CALIFORNIA, LLC,

Defendants.

Case No. 2:18-cv-01222-WSS

(PROPOSED) FINAL APPROVAL ORDER AND JUDGMENT

On [DATE], Court entered an order granting preliminary approval (the “Preliminary Approval Order”) (Doc. _____) of the Class Action Settlement Agreement and Release between the named Plaintiffs on their own behalf and on behalf of the Settlement Class and Defendants (or “Dollar General”) as memorialized in Exhibit ____ (Doc. _____) to Plaintiffs’ Amended Motion for Preliminary Approval of Class Action Settlement (the “Settlement Agreement”).

On [DATE], pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was apprised of the nature and pendency of the Litigation, the terms of the Settlement Agreement, and their right to object to the Settlement Agreement and/or appear at the final approval hearing.

On [DATE], Plaintiffs filed their Motion for Final Approval of the Class Action Settlement (“Final Approval Motion”) and accompanying Memorandum of Law and supporting exhibits, (Doc. _____), and Class Counsel filed their Application for Attorneys’ Fees, Expenses and

Service Awards and accompanying Memorandum of Law and supporting exhibits on [DATE] (Doc. ____).

On [DATE], the Court held a final approval hearing to determine, inter alia, (1) whether the Settlement Agreement is consistent with the requirements of Federal Rule of Civil Procedure 23; (2) whether the class settlement is fair, reasonable, and adequate; and (3) whether judgment should be entered dismissing all claims in the Second Amended Complaint with prejudice. Prior to the Final Approval Hearing, Class Counsel filed a declaration confirming that Notice was disseminated in accordance with the Settlement Agreement and the Preliminary Approval Order. Though this Settlement Class is certified under Fed. R. Civ. P. 23(b)(2), and notice to the Class was therefore not mandatory, the Parties elected to request that notice be disseminated to the Class, and the Court agrees that the notice disseminated on behalf of the Parties was appropriate and reasonable.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for Defendants, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement Class satisfies the requirements of Fed. R. Civ. P. 23 and that the settlement is fair, adequate, and reasonable, having considered the application made by Class Counsel for attorneys' fees, costs, expenses and service awards, and having reviewed the materials in support thereof, and good cause appearing in the record, and;

IT IS HEREBY ORDERED THAT Plaintiffs' Final Approval Motion is **GRANTED**, and Class Counsel's Application for Attorneys' Fees, Expenses and Service Awards is **GRANTED**, and;

IT IS FURTHER ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class. The Court also has personal jurisdiction over the Parties and the Settlement Class Members.

2. The Settlement Agreement was entered into in good faith following arm's length negotiations and is non-collusive.

3. The Settlement Agreement is in all respects fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that Plaintiffs and the Settlement Class faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, and adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement Agreement.

4. This Court grants final approval of the Settlement Agreement, including but not limited to the releases in the Settlement Agreement and the plans for Injunctive Relief for the Class. The Court finds that the Settlement Agreement is in all respects fair, reasonable, and adequate and in the best interests of the Class. Therefore, all Class members are bound by the Settlement Agreement and this Final Approval Order and Judgment.

5. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

6. The Parties shall effectuate the Settlement Agreement in accordance with its terms.

OBJECTIONS

7. [No objections were filed by Class members.]

8. All persons who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections to the Settlement Agreement, including but not limited to by appeal, collateral attack or otherwise.

CLASS CERTIFICATION

9. For purposes of the class settlement and this Final Approval Order and Judgment, the Court hereby certifies for settlement purposes only the following Class:

All individuals with qualifying disabilities who use wheelchairs, scooters, or any other device for mobility and who have been, or in the future during the term of the Settlement Agreement will be, denied the full and equal enjoyment of the Stores owned and/or operated by Dollar General in the United States because such persons encountered Access Barriers at those stores.

10. The Court determines that for settlement purposes the Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(2), namely that the 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 representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the Class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; and that the legal issues central to this Lawsuit apply generally to the Class, so that final injunctive relief or corresponding declaratory relief is appropriate in respect to the Class as a whole.

11. The Court grants final approval to the appointment of the named Plaintiffs as Class Representatives. The Court concludes that the Class Representatives have fairly and adequately represented the Class and will continue to do so.

12. The Court grants final approval to the appointment, pursuant to Rule 23(g), of R. Bruce Carlson of Carlson Lynch, LLP and Christina Asbee of Disability Rights New York as Class Counsel. The Court concludes that Class Counsel have adequately represented the Class and will continue to do so.

NOTICE TO THE SETTLEMENT CLASS

13. The Court finds that Notice, set forth in the Settlement Agreement and Preliminary Approval Order, satisfied Rule 23(c)(2), was appropriate under the circumstances presented by this case in that it provided due and sufficient notice to the Class of the pendency of the Litigation, the existence and terms of the Settlement Agreement, the right to object to the Settlement Agreement and to appear at the Final Approval Hearing, and satisfied the other requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable laws.

14. The Court finds that Dollar General has fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

AWARD OF ATTORNEYS' FEES AND PAYMENT TO NAMED PLAINTIFFS

15. The Court has considered Class Counsel's Motion for attorneys' fees, costs, expenses and service awards.

16. Pursuant to Rule 23(h), the Court awards Class Counsel \$_____ as an award of reasonable attorneys' fees and \$_____ as an award of costs and expenses to be paid in accordance with the Settlement Agreement, and the Court finds this amount of fees, costs, and expenses to be fair and reasonable.

17. The Court grants Class Counsel's request for payment to the named Plaintiffs in exchange for a full general release of any claims for damages and for their service in this action, and awards \$_____ to each of the named Plaintiffs. The Court finds that this payment is further

justified by their service to the Class. Payments to the name Plaintiffs shall be paid in accordance with the Settlement Agreement.

OTHER PROVISIONS

18. The Parties to the Settlement Agreement shall carry out their respective obligations thereunder.

19. Within the time period set forth in the Settlement Agreement, the Injunctive Relief for the Class shall be implemented.

20. As of the Effective Date, the Release provisions of the Settlement Agreement shall be operative.

21. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, and proceedings related to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendants of any claim, and fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Dollar General or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Litigation.

22. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, and proceedings relating to the Settlement Agreement shall not be offered, received, or admissible in evidence in any action or proceeding, or be used in any way as an admission, concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Class member, or any other person has suffered any damage; provided, however, that nothing in the foregoing, the Settlement Agreement or this Final Approval Order and Judgment, shall be interpreted to prohibit the use of the Settlement Agreement and Final Approval Order and Judgment in a proceeding to consummate or enforce the Settlement Agreement or this Final

Approval Order and Judgment (including all releases in the Settlement Agreement and Final Approval Order and Judgment), or to defend against the assertion of any released claims in any other proceeding, or as otherwise required by law.

23. The Settlement Agreement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings as to released claims (and other prohibitions set forth in the Final Approval Order and Judgment) that are brought, initiated, or maintained by, or on behalf of, any Class member or any other to the provisions of this Final Approval Order and Judgment.

24. The Court hereby dismisses the Litigation and Amended Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

25. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes, including enforcement of its terms at the request of any party and resolution of any disputes that may arise relating in any way to, or arising from, the implementation of the Settlement Agreement or the implementation of this Final Order and Judgment.

IT IS SO ORDERED:

Dated: _____

The Honorable William S. Stickman

Exhibit B

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

REBECCA NOCERA, TRACY MICHEL,
JENNIFER ROSSMAN, ANGELA
RENEAU, FELICIA SAMMARCO, JOHN J.
NOTTO, STEVEN WILLNER and
HEATHER SHARP, individually and on
behalf of all others similarly situated,

Case No. 2:18-cv-01222

Plaintiffs,

v.

DOLLAR GENERAL CORPORATION
D/B/A DOLLAR GENERAL,
DOLGENCORP, LLC D/B/A DOLLAR
GENERAL, DOLGEN NEW YORK, LLC,
DG RETAIL, LLC, AND DOLGEN
CALIFORNIA, LLC,

Defendants.

**(PROPOSED) ORDER GRANTING AMENDED MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT; DIRECTING ISSUANCE OF SETTLEMENT
NOTICE; AND SCHEDULING OF HEARING ON FINAL APPROVAL**

WHEREAS, the Parties in the above-captioned litigation have advised the Court that they have settled the litigation, the terms of which have been memorialized in a settlement agreement (hereafter, "Settlement Agreement").

WHEREAS, Plaintiffs have applied to this Court through an amended unopposed motion for an order (1) granting preliminary approval of the Settlement Agreement resolving all claims in the above-captioned matter, (2) directing notice to the class, and (3) setting a fairness hearing; and

WHEREAS, the Court has read and considered Plaintiffs' Amended Unopposed Motion for Preliminary Approval, the points and authorities submitted therewith, the proposed Settlement Agreement, and all of the supporting documents; and good cause appearing:

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the Settlement Agreement and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. Plaintiffs' Amended Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion") is granted. It appears to this Court on a preliminary basis that the Settlement Agreement satisfies the elements of Fed. R. Civ. P. 23, and is fair, adequate, and reasonable.

3. The proposed Settlement Class is hereby preliminarily certified pursuant to Fed. R. Civ. P. 23(a) and (b)(2) for purposes of settlement. The Settlement Class is defined as:

All individuals with qualifying disabilities who use wheelchairs, scooters, or any other device for mobility and who have been, or in the future during the term of the Settlement Agreement will be, denied the full and equal enjoyment of the Stores owned and/or operated by Dollar General in the United States because such person encountered Access Barriers at those stores.

4. The Court hereby appoints and designates Named Plaintiffs Rebecca Nocera; Tracy Michel; Jennifer Rossman; Angela Reneau; Felicia Sammarco; John J. Notto; Steven Willner; and Heather Sharp as representatives of the Settlement Class.

5. The Court hereby appoints and designates R. Bruce Carlson and the law firm of Carlson Lynch, LLP, and Christina Asbee and Disability Rights New York, as Class Counsel for the Settlement Class.

6. Notice of the proposed Settlement Agreement shall be given to class members. The Notice attached as Exhibit C to the Settlement Agreement is hereby approved as to form. On or before **February 10, 2021**, the Parties shall distribute the Notices of the proposed Settlement Agreement advising the Class of the terms of the proposed Settlement Agreement and their right to object to the proposed Settlement Agreement.

The Notices shall be distributed as follows:

a) Class Counsel shall send the Notice attached to the proposed Settlement Agreement as Exhibit C via electronic mail or U.S. Mail to the following organizations serving individuals with mobility disabilities: (i) American Association of People with Disabilities

(AAPD); (ii) Disabled American Veterans; (iii) Paralyzed Veterans of America; (iv) Disability Rights Education & Defense Fund (DREDF); (v) National Center on Health, Physical Activity and Disability (NCHPAD); (vi) National Council on Independent Living; (vii) National Disability Rights Network; (viii) The Consortium for Citizens with Disabilities; (ix) Spina Bifida Association of America; (x) National Organization on Disability; (xi) National Brain Injury Association of America; (xii) Disability Rights Advocates; (xiii) Disabled Veterans National Foundation; (xiv) National Multiple Sclerosis Society; (xv) United Cerebral Palsy; (xvi) United Spinal Association; (xvii) Amputee Coalition; (xviii) Independent Living Research Utilization (ILRU); (xix) Disabled in Action; and (xx) Association of Programs for Rural Independent Living.

b) Class Counsel shall publish the Notice attached as Exhibit C on a public website dedicated to the Class Settlement, at www.dollargeneraladasettlement.com. The website shall also provide access to the operative pleadings, Plaintiffs' motion for preliminary approval with exhibits and brief in support, this Order, and Plaintiffs' motion for attorneys' fees.

c) The Court finds that the form of notice to Class Members regarding the proposed Settlement Agreement, including the methods of dissemination to the proposed Settlement Class in accordance with the terms of this Order, meets the requirements for due process, the requirements of Rules 23(c)(2) and 23(e) of the Federal Rules of Civil Procedure, and is well calculated to reach representative class members.

7. On or before the date for Class Notice set forth in paragraph 6, Class Counsel shall file its motion for attorneys' fees and costs.

8. Within ten (10) days prior to the date of the Fairness Hearing set forth in paragraph 10, Class Counsel shall file a declaration evidencing compliance with the notice provisions of this Order.

9. A hearing (the "Fairness Hearing") shall be held before this Court on **May 11, 2021** at **1:30 PM EST** in the United States District Court for the Western District of Pennsylvania,

located at 700 Grant Street, Courtroom 7B, Pittsburgh, PA 15219, to determine whether the Agreement shall be granted final approval, and to address any related matters.

10. The Fairness Hearing may, from time to time and without further notice to the Class (except those who have filed timely objections or entered appearances), be continued or adjourned by order of the Court.

11. Members of the Class may register their objections to the Settlement Agreement by filing written objections with this Court. Objections and accompanying verification must be received **within forty-five (45) days of the date for Notice specified in Paragraph 6 of this Order**. Members of the Class who also wish to appear at the Fairness Hearing and object to the Settlement Agreement in person must so state at the time they file their written objections. Any Class member who does not make his or her objection in the manner provided for in this Order shall be deemed to have waived such objection.

12. All responses to objections shall be filed with the Court and served by mail on the Parties' Counsel and on any objectors within sixty (60) days of the date for Notice specified in Paragraph 6 of this Order.

13. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement Agreement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

IT IS SO ORDERED:

Dated: _____

The Honorable William S. Stickman

Exhibit C

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

ATTENTION:

ALL INDIVIDUALS WITH QUALIFYING DISABILITIES WHO USE A WHEELCHAIR, SCOOTER, OR ANY OTHER DEVICE FOR MOBILITY WHO BELIEVE THEY HAVE BEEN, OR IN THE FUTURE WILL BE, DENIED THE FULL AND EQUAL ENJOYMENT OF DOLLAR GENERAL STORES IN THE UNITED STATES BECAUSE OF ACCESS BARRIERS AT THOSE STORES

YOU HAVE A RIGHT TO OBJECT TO THE SETTLEMENT DESCRIBED BELOW.

READ THIS NOTICE AND INSTRUCTIONS CAREFULLY

This notice is to inform you about the proposed class settlement that would resolve the lawsuit captioned *Rebecca Nocera, Tracy Michel, Jennifer Rossman, Angela Reneau, Felicia Sammarco, John J. Notto, Steven Willner and Heather Sharp, individually and on behalf of all others similarly situated, v. Dollar General Corporation d/b/a Dollar General, Dolgencorp LLC d/b/a Dollar General, Dolgen New York LLC, DG Retail LLC, and Dolgen California LLC*, Case No. 2:18-cv-01222-MRH (W.D. Pa.) (the “Lawsuit”).

The Lawsuit asserts that Dollar General Corporation d/b/a Dollar General, Dolgencorp LLC d/b/a Dollar General, Dolgen New York LLC, DG Retail LLC, and Dolgen California LLC (collectively, “Dollar General”) violated the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (“ADA”) by failing to remove hindrances to common routes of travel (“Access Barriers”) at stores owned and/or operated by Dollar General in the United States. The Lawsuit seeks (1) injunctive relief to modify Dollar General’s practices to ensure accessibility of Dollar General’s stores for people with qualifying disabilities who use wheelchairs, scooters, or other devices for mobility, and (2) costs, expenses and attorneys’ fees for prosecuting the case.

Dollar General believes that it acted lawfully and in compliance with the ADA at all times and denies all liability in the Lawsuit. However, the parties have agreed to settle the Lawsuit to avoid the burden, expense, risk, and uncertainty of continuing the litigation and to achieve a final resolution. The Court has preliminarily approved the parties’ proposed settlement agreement but has yet to finally approve it.

I. THE CLASS

The class certified in the Lawsuit is defined as follows: All individuals with qualifying disabilities who use wheelchairs, scooters, or any other device for mobility and who have been, or in the future during the Term of the Settlement Agreement will be, denied the full and equal enjoyment of stores owned and/or operated by Dollar General in the United States because such persons encountered Access Barriers at those stores (the “Class”). The Term of the Settlement Agreement commences after the Court grants final approval and the time for any appeal expires, and the Term concludes four years thereafter.

II. SUMMARY OF THE PROPOSED SETTLEMENT

The settlement results in injunctive relief that includes measures to prevent Access Barriers from blocking paths of travel, both inside and outside and to accessible parking areas, (“Access Routes”) at Dollar General stores nationwide. Specifically:

Dollar General will take measures to ensure that Dollar General Stores remain accessible, clean, and safe at all times for its customers. Dollar General has agreed to ensure the placement of merchandise, shopping carts, boxes and/or other non-fixed items will not reduce or eliminate accessibility to the Access Routes. Dollar General will train its field management teams and all store personnel on ADA Title III compliance and on the mitigation and prevention of Access Barriers in Access Routes. Dollar General will include a toll-free customer assistance line phone number on a customer-facing door poster or sign that includes the universal persons with disabilities symbol with language to the effect of, “We are committed to compliance with the Americans with Disabilities Act. Our employees are glad to help! If you need assistance, please ask a Dollar General associate or call 1-877-463-1553.” Dollar General will implement a process that directs all accessibility issues reported through the aforementioned customer service line to be recorded and forwarded, in writing, to the appropriate District Manager for prompt investigation, and, if necessary, prompt remediation.

The settlement contains monitoring provisions to ensure that Dollar General meets its obligations. Dollar General’s District Managers will conduct quarterly store compliance checks. Additionally, Class Counsel will also conduct audits of Dollar General’s compliance with the settlement.

The settlement also provides for payment to each Named Plaintiff of \$1,000.00 in exchange for a full general release of any claims for damages and for the services provided in this lawsuit, and a payment to Class Counsel of \$385,000.00 for past and future attorneys’ fees and costs relating to the prosecution of the Lawsuit and future monitoring.

III. THE EFFECT OF THE SETTLEMENT ON THE RIGHTS OF CLASS MEMBERS

If the settlement is approved by the Court, all Class members will be bound by the terms of the settlement relating to the provision of accessible routes at stores owned and/or operated by Dollar General in the United States. In other words, once the settlement is approved, all Class members will release and forever discharge claims that they may have had for injunctive relief related to the Access Barriers at Dollar General’s stores for people with qualifying disabilities who use a wheelchair, scooter, or other device for mobility for a term of four years after the Court approves the final settlement and any appeal period has expired.

IV. OBJECTING TO THE SETTLEMENT

If you are a Class member, you can ask the Court to deny approval of this settlement by filing an objection with the Court. You can give reasons why you think the Court should not approve it. You must do so in writing. The Court will consider your views. If the Court denies approval of the settlement terms, there will be no settlement and the Lawsuit will continue. You must object in writing and in accordance with the instructions below. If you are hearing-impaired

or have communications disabilities and need an accommodation to submit a written objection, contact the Court's Communication Access Coordinator at:

Communication Access Coordinator

Colleen Willison, Chief Deputy Clerk
Jason Schantz, (alternate)
Joseph F. Weis, Jr. U.S. Courthouse
700 Grant Street
Pittsburgh, PA 15219
(412) 208-7500

To object, you must file the objection with the Clerk of the Court either in person or by first class mail at the following address:

Clerk of the Court

U.S. District Court
700 Grant Street
Pittsburgh, PA 15219

Any objection must be received by _____, 2021 for it to be considered. All written objections and supporting papers must clearly set forth: (i) the name of the litigation, *Rebecca Nocera, Tracy Michel, Jennifer Rossman, Angela Reneau, Felicia Sammarco, John J. Notto, Steven Willner and Heather Sharp, individually and on behalf of all others similarly situated, v. Dollar General Corporation d/b/a Dollar General, Dolgencorp LLC d/b/a Dollar General, Dolgen New York LLC, DG Retail LLC, and Dolgen California LLC*, Case No. 2:18-cv-01222-MRH (W.D. Pa.); (ii) the Class member's full name, address, and telephone number; and (iii) the specific reasons for the objection, and any evidence or legal authority the Class member believes supports the objection.

Class members who fail to properly or timely file objections in writing with the Court and in accordance with the procedures set forth above shall not be heard during the fairness hearing described below, nor shall their objections be considered by the Court.

V. FAIRNESS HEARING

The District Court will hold a fairness hearing to decide whether to approve the settlement. The fairness hearing will be held on **May 11, 2021 at 1:30pm ET** at the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Courtroom #5A, Pittsburgh, PA 15219. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections or requests to be heard, the Court may consider them at the hearing. The Court may also decide the amount of attorneys' fees and costs to be paid to Class Counsel.

If you file an objection, you may also appear at the fairness hearing. You may appear at the hearing either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. To be heard at the hearing, you must ask the Court for permission to speak at the same in advance of the hearing. To do so, you must file,

in writing, a Notice of Intention to Appear with the Clerk of the Court. Be sure to include your name, address, telephone number and signature on the notice. Your Notice of Intention to Appear must be postmarked no later than _____, and be sent to the Clerk of the Court:

Clerk of the Court
U.S. District Court
700 Grant Street
Pittsburgh, PA 15219

If you are hearing impaired or have communications disabilities and need an accommodation to attend and/or participate in the fairness hearing, contact the Court's Communication Access Coordinator at:

Communication Access Coordinator
Colleen Willison, Chief Deputy Clerk
Jason Schantz, (alternate)
Joseph F. Weis, Jr. U.S. Courthouse
700 Grant Street
Pittsburgh, PA 15219
(412) 208-7500

The date of the fairness hearing may change without further notice to the class. You should check the settlement website at www.dollargeneraladasettlement.com or the U.S. Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.pawd.uscourts.gov> to get the most current information concerning the date of the hearing.

VI. FURTHER INFORMATION

This notice summarizes the proposed settlement. You may seek the advice and guidance of your own private attorney, at your own expense, if you desire. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.dollargeneraladasettlement.com, contact Class Counsel using the information below, access the Court docket in this case through the Court's Public Access website at PACER.gov, or visit the U.S. District Court, 700 Grant Street, Suite 3100, Pittsburgh, PA 15219, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

To obtain a copy of this notice in alternate accessible formats, contact Class Counsel using the information below.

VII. CONTACT INFORMATION

Please do not contact the Court, the Court Clerk's office, or Dollar General's Counsel with questions about this settlement. Any questions must be directed to Class Counsel at 1-800-467-5241 or at the addresses below:

R. Bruce Carlson, Esquire
bcarlson@carlsonlynch.com
Carlson Lynch, LLP

1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222
www.carlsonlynch.com

Christina Asbee, Esquire
Christina.Asbee@drny.org
Disability Rights New York
725 Broadway, Suite 450
Albany, NY 12207-5001
www.drny.org

Exhibit D

IMPORTANT NOTICE TO ALL INDIVIDUALS WITH QUALIFYING DISABILITIES WHO USE A WHEELCHAIR , SCOOTER, OR ANY OTHER DEVICE FOR MOBILITY WHO BELIEVE THEY HAVE BEEN, OR IN THE FUTURE WILL BE, DENIED THE FULL AND EQUAL ENJOYMENT OF DOLLAR GENERAL STORES IN THE UNITED STATES BECAUSE OF ACCESS BARRIERS AT THOSE STORES

A class action lawsuit is currently pending in the U.S. District Court for the Western District of Pennsylvania involving the alleged inaccessibility of access routes at stores operated by Dollar General Corporation d/b/a Dollar General, Dolgencorp LLC d/b/a Dollar General, Dolgen New York LLC, DG Retail LLC, and Dolgen California LLC (collectively, “Dollar General”) in the United States. Dollar General believes it acted lawfully and in compliance with the ADA at all times and denies all liability in the suit. However, the parties to the lawsuit have negotiated a proposed class action settlement which would provide for injunctive relief and resolve all claims of class members relating to accessible routes at all Dollar General stores in the United States. Class members include all individuals with qualifying disabilities who use wheelchairs, scooters, or any other device for mobility and who allege that they have been or will be denied the full and equal enjoyment of goods and services offered to members of the public at stores operated by Dollar General in the United States because of access barriers at those stores.

The settlement includes injunctive relief that results in ADA Title III compliance by Dollar General, including ensuring accessible routes for Dollar General customers who have a qualifying disability and use a wheelchair, scooter, or other device for mobility. Specific injunctive relief includes accessible routes in stores that conform to the ADA’s accessibility requirements, training employees regarding ADA Title III, implementing a customer service hotline, and store monitoring.

The Court has granted preliminary approval of the settlement. A hearing will be held at **May 11, 2021 on 1:30 pm EST** in the Courtroom of U.S. Chief District Judge William S. Stickman at the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Courtroom #8B, Pittsburgh, PA 15219, to evaluate the fairness of the proposed settlement and to decide whether to grant final approval. If you are a member of the class, you have the right to file written objections to the proposed settlement on or before _____. If you wish to speak at the hearing, you must inform the Court on or before _____.

More information concerning the settlement (including a copy of the settlement agreement) can be obtained at www.dollargeneraladasettlement.com or by contacting:

Carlson Lynch LLP
Attention: Dollar General Class Action Settlement
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222
bcarlson@carlsonlynch.com