

FILED

March 19, 2026,
ANA C. VISCOMI, J.S.C.

Javier L. Merino (NJ Atty. ID #078112014)

Marc Dann*

THE DANN LAW FIRM, PC

825 Georges Road, 2nd Floor

North Brunswick, NJ 08902

Phone: (201) 355-3440

Fax: (216) 373-0536

Email: jmerino@dannlaw.com

mdann@dannlaw.com

Adam Edwards*

MILBERG COLEMAN BRYSON

PHILLIPS GROSSMAN, PLLC

800 S. Gay Street, Suite 1100

Knoxville, TN 37929

Phone: (865) 247-0080

Email: aedwards@milberg.com

Scott Harris*

BRYSON HARRIS SUCIU DEMAY, PLLC

900 W. Morgan Street

Raleigh, NC 27603

Email: sharris@brysonpllc.com

** Admitted Pro Hac Vice*

Co-counsel for Plaintiff & the settlement class members

JENNIFER BRAUN, on behalf of herself and
those similarly situated,

Plaintiff,

v.

DOLGENCORP, LLC d/b/a DOLLAR
GENERAL,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MIDDLESEX COUNTY
DOCKET NO.: MID-L-00950-25

CIVIL ACTION

**FINAL ORDER AND JUDGMENT
APPROVING CLASS ACTION
SETTLEMENT**

FINAL ORDER AND JUDGMENT
APPROVING CLASS SETTLEMENT AND
AWARDING ATTORNEYS' FEES & COSTS AND SERVICE AWARDS

THIS MATTER having come before the Court on the Parties' Joint Motion for Final Approval of Class Action Settlement, the Court having reviewed in detail and considered the Motion, Memorandum in Support, Plaintiff's Motion for Attorney's Fees and Reimbursement of Expenses Award and Service Awards for Settlement Class Representatives, and the Settlement Agreement ("Settlement Agreement" or "Settlement") entered into by, between, and among Plaintiff Jennifer Braun, and Joseph Wolf, Carmen Wolf (the "Wolfs"), Sharlia Cotton, Ryan Button and Lori Hartline ("Settlement Class Representatives"), individually and on behalf of the Settlement Class as defined below, through Counsel, and Defendant Dolgencorp, LLC d/b/a Dollar General and other Dollar General entities including Dollar General Corporation and Dolgen New York, LLC d/b/a Dollar General ("Defendants" or "Dollar General") and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments, oral arguments of counsel presented to the Court, and for good cause appearing, the Court being fully advised finds the following:

On March 19, 2026, the Court held a hearing and was satisfied as to the fairness, reasonableness, and adequacy of the Settlement, and the fairness and reasonableness of the application for Attorney's Fees and Reimbursement of Expenses Award and Service Awards provided herein. Therefore, the Court, having considered the supporting materials submitted including the supporting memorandum and affidavit, discussions with counsel during the hearing, and other appropriate matters of record, concludes that good cause exists to grant Final Approval of the Settlement. Therefore, the Court GRANTS Final Approval, APPROVES the Settlement, APPROVES the Attorney's Fees and Reimbursement of Expenses Award, and APPROVES the Service Awards to the named Plaintiff Jennifer Braun and Settlement Class Representatives Joseph

Wolf, Carmen Wolf, Sharlia Cotton, Ryan Button and Lori Hartline. The grounds supporting these rulings follow.

BACKGROUND

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.

2. A class action lawsuit was filed on February 12, 2025, in the Superior Court of New Jersey, Law Division, Middlesex County captioned *Jennifer Braun, on behalf of herself and all others similarly situated, v. Dolgencorp, LLC d/b/a Dollar General*, Case No. MID-L-000950-25 (the “Lawsuit”).

3. In the Class Action Complaint, Plaintiff alleged, inter alia, that Defendant violated various consumer protection laws including the Consumer Fraud Act, N.J.S.A. 56:8-1, et seq. (the “CFA”), the Truth-in-Consumer Contract, Warranty and Notice Act, N.J.S.A. 56:12-15 (“TCCWNA”), New Jersey’s General Advertising Regulations, the Federal Trade Commission Act, and the Magnuson-Moss Warranty Act, as well as common law fraud, unjust enrichment, and negligent misrepresentation..

4. Defendant denies that it violated the CFA or the TCCWNA.

5. Through this and the other Litigation referred to in the Settlement Agreement, the parties engaged in vigorous discovery, which included written discovery, document review, and depositions.

6. As a result of arm’s-length negotiations between Plaintiff’s counsel and Defendant’s counsel, including settlement conferences before an independent mediator, the Honorable Morton Denlow (Ret.), the Parties reached a settlement that provides Monetary and Injunctive Relief to the Settlement Class Members.

7. At the end of the mediation, the Parties reached an agreement on all material terms which was memorialized in a Term Sheet.

8. The Parties did not discuss attorneys' fees, expenses, or service awards until after all other material terms were agreed to.

9. The Parties thereafter drafted formal settlement documents to resolve all claims brought on behalf of Plaintiff, Settlement Class Representatives, and those similarly situated.

10. Over the next several weeks, during the finalization of the Settlement Agreement, Class Counsel and counsel for Defendant engaged in numerous emails back and forth regarding the Settlement Agreement.

11. The Parties subsequently reached an accord on a thirty-six (36) page formal Class Action Settlement Agreement, fully executed on the 24th day of October, 2025. The Class Action Settlement Agreement was later amended, and the amended version was fully executed on December 10, 2025.

12. In addition to the Settlement Agreement, the Parties worked towards drafting, negotiating, and finalizing the long form, post card and email notices to the Class, the proposed orders on preliminary approval and final approval, and website.

13. On December 15, 2025, this Court entered an Order preliminarily approving the Settlement.

14. Pursuant to the plan approved by the Court, the Settlement Administrator, Angeion Group, LLC ("Angeion") disseminated Notice to potential class members.

15. Any objections and any exclusions were to be submitted within 60 days of the Notice Date, and the Fairness Hearing was scheduled for March 19, 2026.

16. All individuals who wished to make opt out requests, objections, and notices of intent to appear were instructed to send such documents to the Settlement Administrator, Class Counsel, and/or Defense Counsel.

17. The information in the Preliminary Approval Order was posted to the website created for Settlement Class Members, www.dgpricesettlement.com. Additionally, all deadlines were updated on the website and information was provided concerning how class members could attend the Fairness Hearing.

SETTLEMENT TERMS

18. The Settlement Agreement provides for both Monetary Relief and Injunctive Relief. The Monetary Relief comprises a Common Fund in the amount of \$8.5 million, and any Leftover Funds remaining in the Common Fund after the Claims Period will be converted and used for the In-Store Benefit. The Injunctive Relief will provide value of no less than \$6.5 million. From the Common Fund, the Settlement Administrator will pay the costs of administration and notice estimated to be (\$411,404.00), and subject to Court approval, an Attorney's Fees and Reimbursement of Expenses Award (33.3% of the Total Settlement Value) and Service Awards of \$7,500 for each Class Representative that was deposed (Wolfs) and \$5,000 for each Class Representative that was not deposed (Braun, Button, Cotton and Hartline). The Common Fund and Injunctive Relief combined equal a Total Settlement Value of \$15 million.

19. As described in the Settlement Agreement, for Settlement purposes only, the Court preliminarily approved one Settlement Class as defined below:

All consumers in the United States who paid more or less for merchandise than the advertised price labeled on the shelf at a Dollar General store from October 10, 2016, through the date the Settlement Class Representatives move for preliminary approval of the Settlement.

Excluded from the Settlement Class are (i) Defendants; (ii) Defendants' agents, parents, officers, predecessors, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliates of Defendants; (iii) Class Counsel and any other attorneys who represent Settlement Class Representatives or the Settlement Class in the Litigation, as well as their agents and employees; (iv) the judicial officers and court staff assigned to this case, as well as their immediate family members; and (v) Persons who timely submit a valid Request to Opt-Out from this Settlement as provided in Section 9 [of the Settlement Agreement].

Pursuant to the terms of the Settlement, the Settlement Class Members are able to submit a Claim for a payment from the Common Fund that requires proof of either (1) a contemporaneously-submitted complaint during the Class Period to a governmental entity or to Defendants referencing a price overcharge on a specific product that has not previously been resolved by Dollar General, or (2) a price overcharge that has been specifically documented by a customer via objective, contemporaneous evidence (such as with photos). For the avoidance of doubt, "contemporaneously-submitted complaint" means a complaint submitted to a governmental entity or to Defendants within thirty (30) days of the alleged price overcharge that references a specific item and a specific amount of a price discrepancy. For the avoidance of doubt, "governmental entity" means a local, state, or federal government agency. For the avoidance of doubt, "contemporaneous evidence" means evidence that was collected/created by the customer at the time of the price overcharge. Allegations of a price overcharge where the Person did not actually purchase the product at issue are not eligible for compensation

20. Settlement Class Members must submit documentation electronically, or via mail along with the Claim Form. Settlement Class Members who meet the aforementioned criteria are eligible for a payment of \$10 or the amount of the actual overcharge (whichever is higher) for each Approved Valid Claim, up to a maximum household recovery of \$20, or the total of the amount of the actual overcharges (whichever is higher).

21. For each Approved Valid Claim, the Settlement Administrator will issue a payment. In the event two Settlement Class Members reside in the same Household and make separate Approved Valid Claims, each shall be entitled to a payment of \$10 or the amount of the actual overcharge (whichever is higher). In no event shall the maximum Household recovery exceed \$20 or the total amount of the actual overcharges (whichever is higher). In the event separate Claims are submitted by more than one Settlement Class Member residing in the same Household for the maximum recovery, only the earliest-submitted Claim that meets all of the requirements under this Settlement shall be deemed an Approved Valid Claim.

22. In addition, Settlement Class Members can receive an In-Store Benefit that is a \$3 discount on the first \$10 of any purchase of at least \$10 (pretax), for a maximum discount of \$3 per customer, available for redemption during a consecutive 2-day window (excluding Saturday) at any Dollar General store nationally (the specific dates are to be determined). Limit one In-Store Benefit per person. The In-Store Benefit will only work once, although a customer may redeem the In-Store Benefit on either of the days selected by the Parties. Subject to the terms and conditions applicable to other coupon offers as well as Dollar General's existing Coupon Policy, this In-Store Benefit cannot be combined with any other Dollar General store coupons but can be combined with national manufacturer coupons. The In-Store Benefit excludes: phone, gift and prepaid financial cards, prepaid wireless handsets, Rug Doctor rental, propane, tobacco, alcohol, and milk. Customers can register for the In-Store Benefit through a myDG account by providing name, phone number and email address. The exact process by which a customer can obtain benefits without signing up for the myDG App will be determined through consultation with the selected Settlement Administrator and with the consent of the Parties.

23. The Parties agreed to enhanced notice as to the In-Store Benefit by utilizing a process known as “auto-clipping.” “Auto-clipping” means that for those customers who have a myDG account, the In-Store Benefit will automatically appear in their myDG wallet, and it will automatically be applied to such customers’ transaction at the register, assuming the customer enters the customer’s phone number that is associated with the customer’s myDG account when completing the customer’s purchase transaction, regardless of whether the customer is even aware of the In-Store Benefit. Enhanced notice will also include some type of notice that is broadcast over the Dollar General radio network that plays in approximately 3900 stores. Dollar General will also consider other types of enhanced notice that may be available, subject to feasibility, cost, and negotiations with Plaintiffs’ counsel and the Settlement Administrator.

24. In the unlikely event that the funds in the Common Fund are not exhausted after the payment of Claims, the costs of notice & administration, Service Awards, and Attorneys’ Fees and Reimbursement of Expenses Award, if any, and the In-Store Benefit has run, then the funds left over shall be donated to an approved cy pres. The Parties have agreed that the cy pres will be a national food bank organization mutually agreed to by the Parties.

25. As of March 2, 2026, there were 5,366 claims made.

26. Because not all funds were exhausted as a result of Settlement Class Member’s Approved Claims, the remaining funds will be used for the In-Store Benefit.

APPROVAL OF CLASS NOTICE

27. The Settlement Class has been notified of the Settlement pursuant to the plan approved by the Court. After having reviewed the Post-Notice Affidavit of Stephanie Saunders, with the Settlement Administrator, Angeion, which was responsible for carrying out the notice

program, the Court hereby finds that the notice was accomplished in accordance with the Court's directive.

28. The Court further finds that the notice program constituted the best practicable notice to the Class under the circumstances and fully satisfies the requirements of Rule 4:32-2, New Jersey Rules of Court, due process and applicable law, and it is further determined that all Settlement Class Members are bound by the Final Order and Judgment herein.

APPROVAL OF THE SETTLEMENT

29. The Court finds that the Parties' Settlement is fair, reasonable and adequate in accordance with Rule 4:32-2; was reached at arm's length, without collusion or fraud; and satisfies all of the requirements for final approval.

30. The Court has considered the complexity, expense and likely duration of the litigation if the Settlement is not approved; the odds of the Plaintiff succeeding at trial balanced by the risks of continued litigation; the range of possible recovery if the case is tried; the opinions of Class Counsel and the Settlement Class Representatives; and the degree of opposition to the Settlement

31. The Court recognizes that one Settlement Class Member objected to the Settlement who later withdrew her objection. Thus, there are no objections to the settlement. The Court also recognizes that one Class Member has filed a valid and timely Request to Opt-Out.

32. In light of the same, the Settlement is finally approved, and the Parties are directed to consummate the Settlement in accordance with its terms.

CERTIFICATION OF THE SETTLEMENT CLASS

33. The Court reaffirms the Class, Class Counsel and Settlement Class Representatives as set forth above, in the Preliminary Approval Order and in the Settlement Agreement defined as:

All consumers in the United States who paid more or less for merchandise than the advertised price labeled on the shelf at a Dollar General store from October 10, 2016, through the date the Settlement Class Representatives moved for preliminary approval of the Settlement.

34. Excluded from the Settlement Class are (i) Defendants; (ii) Defendants' agents, parents, officers, predecessors, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliates of Defendants; (iii) Class Counsel and any other attorneys who represent Settlement Class Representatives or the Settlement Class in the Litigation, as well as their agents and employees; (iv) the judicial officers and court staff assigned to this case, as well as their immediate family members; and (v) Persons who timely submit a valid Request to Opt-Out from this Settlement as provided in Section 9 of the Settlement Agreement.

35. Based on the record before the Court, the Court hereby finds that the Plaintiff and Settlement Class Representatives are adequate representatives of the Settlement Class.

36. In so holding, the Court finds that the prerequisites of Rule 4:32-1 have been satisfied for certification of the Settlement Class: the Settlement Class, which contains many members, is so numerous that joinder of all members is impracticable; there are questions of law and fact common to the Settlement Class; the claims of the Settlement Class Representatives in the Litigation are typical of the claims of the Settlement Class; the Settlement Class Representatives and Class Counsel have and will adequately and fairly protect the interests of the Settlement Class with regard to the claims of the Settlement Class; and common questions of law and fact predominate over questions affecting only individual Settlement Class Members.

37. In making all of the foregoing findings, the Court has exercised its discretion in certifying the Settlement Class

ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES AWARD

38. The Settlement provides Class Counsel may apply for an Attorneys' Fees and Reimbursement of Expenses Award (33.3% of the Total Settlement Value) subject to the approval of the Court. This amount was negotiated only after the substantive terms of the Settlement were agreed upon. The enforceability of the Settlement was not contingent upon this amount being awarded.

39. "The trial court's role is to approve or reject the proposed settlement in its entirety as written and the court may not revise or amend particular provisions." *Matter of Twp. of Bordentown*, 471 N.J. Super. 196, 217 (App. Div. 2022).

40. While a court may not modify a contractual attorney's fees arrangement reached in a settlement of a Rule 4:32-1 class action, it nevertheless must review the fees sought for reasonableness and must approve any fees paid by way of settlement.

41. "In general, allowances are payable from a 'fund' when it would be unfair to saddle the full cost upon a litigant for the reason that the litigant is doing more than merely advancing his own interests. Thus, for example, when there are classes of claimants to the fund and the services redound to the benefit of others as well, it is fair that all contribute to the cost by a charge against the subject matter . . . Where the litigant creates a fund which will benefit others, again it is just that the fund be charged." *Tabaac v. City of Atl. City*, 174 N.J. Super. 519, 538 (Law. Div. 1980) (quoting *Sunset Beach Amusement Corp. v. Belk*, 33 N.J. 162, 162 A.2d 834 (1960)).

42. "A court may consider two different methods for determining class action fees: the lodestar method and the percentage of recovery method . . . The ultimate choice of methodology rests within the court's discretion." *Sutter v. Horizon Blue Cross Blue Shield of New Jersey*, 406 N.J. Super. 86, 103–04 (App. Div. 2009).

43. Here, the parties agreed that Class Counsel could apply to the Court for an award of attorney's fees up to 33.3% of the Total Settlement, Value which is \$5,000,000.

44. The percentage of recovery method is most appropriate here. Under the percentage of recovery or common fund method, "a court must (1) value the proposed settlement and (2) decide what percentage of the proposed settlement should be awarded as attorneys' fees." *Id.* at 105 (quoting *In re AremisSoft Corp. Sec. Litig.*, 210 F.R.D. 109, 129 (D.N.J. 2002))

45. Here the Court finds the value of the Settlement to be not less than \$15,000,000. Of that, Class Counsel are seeking 33.3% of the Total Settlement Value for attorneys' fees and reimbursement of reasonable litigation expenses.

46. "Percentages awarded have varied considerably, but most fees appear to fall in the range of nineteen to forty-five percent." *In re Ikon Office Sols., Inc., Sec. Litig.*, 194 F.R.D. 166, 194 (E.D. Pa. 2000). Accordingly, the issue before the Court is whether Class Counsel's request for 33.3% of the Total Settlement Value in attorneys' fees, plus reimbursement of reasonable litigation expenses is reasonable.

47. Fee awards of 1/3rd of the settlement fund are objectively reasonable and "falls well within the acceptable range." *In re AremisSoft Corp. Sec. Litig.*, 210 F.R.D. 109, 134 (D.N.J. 2002).

48. This Action settled after the filing of multiple complaints in the Litigation in various states, discovery into the complex issues in the cases, and after mediation.

49. Class Counsel's Attorneys' Fees and Reimbursement of Expenses Award request amounts to less than 1/3rd of the Total Settlement Value, and this is within the range of reasonable fees and costs in this State.

50. As a lodestar cross-check with respect to 1/3rd of the Total Settlement Value, Class Counsel's attorney's fees plus reimbursement of reasonable litigation expenses reflect fees across the Litigation exceeding \$3,083,356.32 and expenses of about \$185,166.09

51. The Court finds these fees and expenses were reasonable and necessarily incurred on behalf of the class as to travel, motions, discovery and depositions.

52. In addition, the Affidavit of Class Counsel supports the work performed by the parties in seeking to resolve this litigation. Since the request for Attorneys' Fees and Reimbursement of Expenses Award is unopposed by Defendant, Class Counsel have provided sufficient information and evidence to establish the reasonableness of their fee and expenses request under *AremisSoft* and other relevant New Jersey case law submitted in their briefing.

53. Class Counsel worked comprehensively and extensively for years on the Litigation and anticipate working more to effectuate the Settlement and assist Settlement Class Members in receiving the settlement benefits.

54. Class Counsel provided sufficient information to establish their experience, skill, and ability to successfully conduct complex litigation. The skill and labor required to litigate this action for two years, through discovery, also favorably weighs in Class Counsel's favor.

55. After carefully reviewing the foregoing, the Court finds, in its discretion, that \$5,000,000 is reasonable for Class Counsel's attorney's fees and reasonable litigation expenses.

56. Accordingly, the Court GRANTS Class Counsel \$5,000,000 in attorneys' fees and reasonable litigation expenses. This amount will be paid in accordance with the Parties' Settlement Agreement

SERVICE AWARDS

57. The Settlement Agreement provides that the Settlement Administrator, subject to Court approval, will pay \$7,500 for each Class Representative that was deposed (Wolfs) and \$5,000 per Class Representative that was not deposed (Braun, Button, Cotton and Hartline).

58. The Court finds that payment of the Service Awards is appropriate in this case in light of the Settlement Class Representatives' work on behalf of the Settlement Class and that no Settlement Class Member has objected to the Service Award.

59. The Court hereby APPROVES Service Awards for Settlement Class Representatives, which shall be paid consistent with the Parties' Settlement Agreement.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, and DECREED AS FOLLOWS:

1. Pursuant to Rule 4:32-2 of New Jersey Rules of Court, the Court hereby finally approves in all respects the Settlement set forth in the Settlement Agreement, and finds that the Settlement, the Settlement Agreement, and the plan of distribution of the Settlement funds are in all respects fair, reasonable, and adequate, and are in the best interest of the Settlement Class.

2. Class Counsel is hereby awarded attorneys' fees and reasonable litigation expenses in the amount of \$5,000,000 from the Common Fund as set forth in the manner described in the Settlement Agreement, which amount the Court finds to be fair and reasonable.

3. The Court also finds to be fair and reasonable the Service Awards of \$7,500 for each Class Representative that was deposed (Wolfs) and \$5,000 per Class Representative that was not deposed (Braun, Button, Cotton and Hartline) to the Settlement Class Representatives to be paid from the Common Fund.

4. The Settlement Class Members shall release and forever discharge the Released Parties from the Released Claims.

5. By reason of the Settlement, and there being no just reason for delay, the Court hereby enters final judgment in this matter and all claims alleged are dismissed with prejudice as to the Plaintiff, all members of the Settlement Class, and the Defendants and Released Parties

6. Upon entry of this Order, the Court adjudges that the Settlement Agreement and the above-described release of the Released Parties from the Released Claims will be binding on, and have res judicata preclusive effect in, all pending and future lawsuits or other proceedings related to Released Claims maintained by or on behalf of Plaintiff and Settlement Class Representatives and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and the Releasing Parties, as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this Final Approval Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim and as described in the Settlement Agreement.

7. Without affecting the finality of this judgment, the Court retains continuing and exclusive jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Approval Order and Judgment, to protect and effectuate this Final Approval Order and Judgment, and for any other necessary purpose.

8. The Parties shall bear their own costs except as provided by the Settlement Agreement and as ordered herein.

9. The Parties, without further approval of the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its

implementing documents (including all exhibits) so long as they are consistent in all material respects with this Final Approval Order and Judgment and do not limit the rights of the Settlement Class Members.

10. It is further adjudged that the Plaintiff as Settlement Class Representative, on behalf of herself and members of the Settlement Class, shall be deemed conclusively to have compromised, settled, discharged, dismissed, and released any and all rights, claims, or causes of action against Released Parties as provided for in the Settlement Agreement

IT IS SO ORDERED this 19th day of March, 2026.

/s/ Ana C. Viscomi
Hon. Ana C. Viscomi, J.S.C.

On this date, pursuant to R. 1:6-2, the Court's Statement of Reasons has been set forth on the record.