

IN THE COURT OF COMMON PLEAS  
BUTLER COUNTY, OHIO

STATE OF OHIO ex rel.	)	
ATTORNEY GENERAL	)	CASE NO. CV 2022 11 1812
DAVE YOST	)	
	)	JUDGE OSTER
	)	
Plaintiff,	)	
v.	)	
	)	
DOLLAR GENERAL CORPORATION	)	STIPULATED ORDER
d/b/a DOLLAR GENERAL, <i>et al.</i>	)	
	)	
Defendants.	)	

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**STIPULATED ORDER**

The State of Ohio ex rel. Attorney General Dave Yost (“Plaintiff”) and Dollar General Corporation and Dolgen Midwest, LLC (“Dollar General”) agree to the following terms and conditions as a compromise to resolve Plaintiff’s Motion for Temporary Restraining Order and Preliminary Injunction filed on January 11, 2023.

**DEFINITIONS**

- (1) “Business Day” shall mean every day that is not a Saturday, Sunday, or federal holiday.
- (2) “Charged Price” shall mean the price that displays at the point-of-sale for which the consumer is to be charged upon payment.
- (3) “Price Override” shall mean changing the Charged Price to the amount listed on or alleged to be listed on the Shelf Price Label.
- (4) “Price Verification” shall mean comparing a Charged Price with a Shelf Price Label.
- (5) “Receipt” shall have its ordinary meaning when used in this Stipulated Order, except as used in Paragraph 10, which shall have the meaning specified therein.



(6) "Shelf Price Label" shall mean the mechanism used to display a price for a specific item when displayed on a shelf, which may include, but is not limited to, a shelf sticker, paper insert, or the like.

### **TERMS AND CONDITIONS**

- (1) If a consumer alleges to an employee that the Charged Price is higher than the Shelf Price Label for an item the consumer purchased or is attempting to purchase, in accordance with Dollar General's already existing policy, the employee shall:
  - a. Adjust the price to the amount the consumer contends is on the Shelf Price Label or upon Price Verification by the employee.
  - b. No action is required upon seeing proof that the Shelf Price Label is the same as or more than the Charged Price.
- (2) Dollar General shall implement a policy reflecting that in any instance in which Paragraph 1 results in a Price Override, Dollar General shall make reasonable efforts to ensure the Shelf Price Label matches the Charged Price as soon as practicable.
- (3) Within seven business days of the entry of this Order, Dollar General shall bring Paragraphs 1 and 2 of this Order to the attention of employees in Ohio stores and communicate the following:
  - a. What is to occur when a pricing discrepancy exists pursuant to Paragraph 1; and
  - b. What is to occur after a price discrepancy has been found to exist pursuant to Paragraph 2.
- (4) Dollar General shall make reasonable efforts to obtain written or electronic confirmation from each store employee evidencing that above Paragraph 3 has been communicated to him or her.
- (5) A sign communicating the policy in above Paragraph 3(a) shall be posted, within fifteen business days of entry of this Stipulated Order, clearly and conspicuously in each Ohio Dollar General store either on the door or at each register.



- (6) Dollar General has performed a price verification review for approximately 98% of Dollar General stores in Ohio. Dollar General will complete a price verification review for the remaining Ohio stores within fourteen days of entry of this Stipulated Order.
- (7) Dollar General shall provide sufficient coverage for employees to update Shelf Price Labels, which may include, but is not limited to, printing and applying new Shelf Price Labels containing updated prices.
- (8) By March 1, 2023, Dollar General shall begin maintaining records sufficient to show that each week, each Dollar General retail location in Ohio (a) received the updated Shelf Price Labels; (b) printed the updated Shelf Price Labels; and (c) an employee at the Dollar General retail location used reasonable efforts to complete the application of the updated Shelf Price Labels in the appropriate locations.
- (9) Dollar General shall direct their district managers to perform price checks of at least 25 items in each Ohio store every forty-five days, and at least 5 of the items will be identified as “on sale” or promotional items at the time of the price check.
  - a. If more than 2 items show discrepancies between Shelf Price Labels and Charged Prices, the district manager shall confer with the store manager.
  - b. If more than 5 items show discrepancies between Shelf Price Labels and Charged Prices, the district manager or store manager shall inform the appropriate corporate designee.
- (10) Dollar General shall implement a policy that upon receipt of a County of Ohio Auditor’s Price Verification Report that indicates a “fail rate” of above two percent, that report must be submitted to Dollar General’s corporate designee by a Dollar General employee within two business days of receipt of the report. For purposes of this Paragraph, “receipt” shall not include simply being informed about a Price Verification Report; instead, “receipt” means that a Dollar General employee receives a paper copy of a Price Verification Report as provided by an Ohio County Auditor or inspector as evidenced by the employee’s signature on the report.



- (11) Dollar General, upon initial receipt of a County of Ohio Auditor's Price Verification Report that indicates a "fail rate" of above two percent, either from the Auditor or its inspector (as described in Paragraph 10) or from the Plaintiff (as described in Paragraph 12), shall:
- a. Document the receipt of the report; and
  - b. Within seven days of receipt of the report by Dollar General, adjust the Shelf Price Labels of the failing overcharge items, or request that corporate change the price to eliminate the discrepancy, and document completion of such steps.
- (12) For any Price Verification Reports that Plaintiff receives in the Consumer Protection Section, as related to this matter, directly from an Ohio County Auditor from the date of execution of this Agreement forward, Plaintiff shall send a copy of the report to the appropriate Dollar General corporate designee within seven days of receipt.
- (13) For any consumer complaint that Plaintiff receives directly from a consumer related to Dollar General stores from date of execution of this Agreement forward, Plaintiff shall send a copy of the consumer complaint to the appropriate corporate designee at Dollar General within seven business days of the complaint being entered and processed into the Consumer Protection section database.
- (14) Dollar General shall use reasonable efforts to document compliance with the terms of this Order. Not more than once every fifteen business days, Plaintiff may request, in writing, records documenting compliance with this Order from counsel for Dollar General. This request need not be made pursuant to a formal discovery request, but must be reasonable. Records shall be provided to Plaintiff within seven business days. After this Court Order is lifted or at the conclusion of this litigation, Dollar General is under no obligation to maintain these records unless such further agreement is made or ordered.
- (15) Documentation required under this Stipulated Order shall be retained by Dollar General until the conclusion of this litigation or unless a further Court Order dictates otherwise.



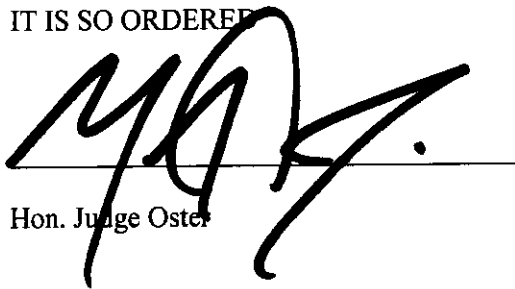


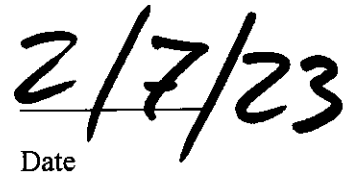
- (16) If Plaintiff believes Dollar General is in noncompliance with this Order, Plaintiff must submit a notice in writing to counsel for Dollar General informing them of why noncompliance is alleged. Within seven business days of Plaintiff's notification, counsel for Plaintiff and counsel for Dollar General are to meet and confer via telephone on actions taken by Dollar General to cure the alleged noncompliance and whether Plaintiff believes Dollar General remains noncompliant. If the dispute cannot be resolved, Plaintiff or Dollar General may seek a hearing with the Court regarding this Order.
- (17) Nothing in this Order restricts Plaintiff's ability to seek any available remedies for alleged noncompliance with this Stipulated Order, and Plaintiff shall have the ability to seek any and all penalties determined appropriate by the Court for contempt for violating this Order. Nothing in this Stipulated Order restricts what Plaintiff may request as a remedy for violations alleged in its Second Amended Complaint. Nothing in this Stipulated Order restricts Dollar General's ability to contest any alleged noncompliance/violations or the amount of any remedies/penalties sought by Plaintiff.
- (18) Neither party waives or concedes any legal or factual points as a result of this Stipulated Order.
- (19) This Stipulated Order is not an admission of liability on the part of Dollar General or that a discrepancy exists between Shelf Label Prices and Charged Prices in any particular instance. Nor is this Stipulated Order an admission that Dollar General acted or failed to act. Nothing in this Stipulated Order restricts Dollar General's ability to argue that an Auditor's Price Verification Report was not performed correctly pursuant to applicable standards or that an undercharge should not count as a price discrepancy for purposes of the CSPA.
- (20) This Stipulated Order applies only to Ohio stores and is limited in duration until the conclusion of this litigation or unless a further Court Order dictates otherwise.
- (21) If no time period is specified for implementation above, the time period for such implementation shall be twelve business days from entry of this Stipulated Order.



- (22) The provisions of this Stipulated Order do not apply to Ohio Dollar General stores that are closed for remodeling or relocation. Such stores, as well as any new Ohio Dollar General stores that open in the future, shall have twenty-one days from re-opening or opening in order to comply with the provisions of this Stipulated Order.
- (23) In order to comply with certain provisions of this Stipulated Order, Dollar General must rely on thousands of individual employees, and therefore, perfect performance at all times may not be practically possible. Dollar General shall use its good-faith best efforts to comply with this Stipulated Order.
- (24) Parties recognize that this does not complete litigation in this matter.

IT IS SO ORDERED

  
\_\_\_\_\_  
Hon. Judge Oster

  
\_\_\_\_\_  
Date

Jointly submitted by:

On behalf of Plaintiff:

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