

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

WANDA WOMACK, et al., )  
)  
Plaintiffs, )  
vs )  
)  
)  
)  
DOLGENCORP, INC., d/b/a )  
DOLLAR GENERAL, et al., )  
)  
Defendants. )

LEAD CASE NUMBER:  
2:06-cv-0465-VEH-RRA  
JURY DEMAND

TINA M. WOOD, et al. )  
)  
Plaintiffs, )  
)  
)  
)  
)  
DOLGENCORP, INC., d/b/a )  
DOLLAR GENERAL, et al., )  
)  
Defendants. )

MEMBER CASE NUMBER:  
2:08-cv-1602-VEH-RRA  
JURY DEMAND

**FINAL CLASS CERTIFICATION AND SETTLEMENT APPROVAL  
ORDER**

Upon consideration of the Joint Motion for Final Approval of Class Action Settlement, the Plaintiff's Unopposed Motion for Settlement Class Certification and Memorandum of Law in support, and after review of Settlement Agreement (with exhibits) filed in this action, it is hereby ordered that the Motions be, and are, **GRANTED.**

The Court further makes the following findings and rulings:

1. **Jurisdiction.** This Court has jurisdiction over the subject matter of the litigation and over all parties to this litigation, including all members of the Settlement Class as defined below.

2. **No Determination.** This Court hereby decrees that neither the Settlement Agreement, nor this final approval order, nor the fact of a settlement, are an admission or concession by the Defendants or a determination by the Court of any liability or wrongdoing whatsoever.

3. **Settlement.** The Court finds that the parties' proposed Settlement Agreement is fair, adequate and reasonable, and, therefore, will be approved, noting that no persons spoke against the Settlement and no objections were submitted after the Court approved Notice of Class settlement was mailed. Specifically, this Court finds:

- a. That the probable outcome of the case on the merits was in doubt despite the extensive discovery and expert testimony developed through years of litigation at the time the Class Action Motion for certification was pending;
- b. That the Class Settlement is presented to the Court with the Joint Recommendation of counsel for both parties and who I find have extensive experience with Class Actions;
- c. Extensive discovery was done by both sides and expert testimony was

developed such that the Parties were able to independently assess the merits of the cases and potential damages should liability have been found;

d. That the future cost of litigation would have been expensive and time consuming to develop the case for trial. Continued litigation would have also occurred based on appeals of any Order from this Court denying or granting class certification.

e. That notice was fair and approved by this Court and was sent by neutral claims administrator approved by this Court. Based on the Claims administrator's declaration, Notice was sent to over Twenty-one Thousand (21,000) class members. A total of only 29 persons opted out of the Class Action pursuant to the Notice. No objections to the Class or the Settlement have been received.

4. **Settlement Class Certification.** The Court finds that the requirements of Fed. R. Civ. P. 23(a) have been satisfied for this settlement class, and that the class-wide claims may be certified pursuant to Fed. R. Civ. P. 23(b)(3). Specifically, the Court finds that the proposed class in excess of 20,000 members meets the requirement of numerosity. The Court finds that whether Dollar General engaged in a pattern or practice of gender based pay discrimination, or disparate impact in pay, or pay in violation of the EPA is a question of law and fact common to the class and that the claims of the Named Plaintiffs are typical of

those of the class. The Court finds that there are no conflicts between the interest of the Class Representatives and the remaining class members. The Court further finds that Class Counsel is qualified and experienced in this type of litigation and has diligently pursued this matter on behalf of the class members. The Settlement Class shall consist of:

(a) All women employed between February 8, 2006 and April 1, 2012 by Dollar General for at least one day as a salaried Store Manager at a location other than a Market Store and who have not otherwise released their Released Claims against one or more of the Released Parties; and/or

(b) All Opt-In Plaintiffs whose names are listed on Attachment A by Agreement of the Parties and who have not otherwise released their Released Claims against one or more of the Released Parties.

This Court's certification of the Settlement Class is final based on this Court's approval of the Settlement.

**5. Appointment of Class Representatives and Class Counsel.** The Court finds that certain of the Named Plaintiffs and their counsel are adequate representatives of the Settlement Class. Accordingly, the Court appoints Renita Bishop, Connie Butler, Valerie Hallstrom-Miller, Vicki Joy, Shirley Ledford, Ruby E. Sims, and Linda Stokes as Class Representatives, and pursuant to Rule 23(g), the Court appoint Robert L. Wiggins, Jr., Rocco Calamusa, Jr., Kevin W. Jent,

along with other members of Wiggins, Childs, Quinn, and Pantazis, LLC, as Class Counsel.

6. **Claims Administrator.** The Court has appointed Settlement Services, Inc. to serve as the Claims Administrator, whose duties are set forth in the Settlement Agreement.

7. **Notice and Claim Form.** The attached Notice of Class Action, Proposed Settlement Agreement and Settlement Hearing (“Notice”) and Claim Form were previously approved as reasonable and are adopted and incorporated herein. The Notice and Claim Form were served on Settlement Class Members as set forth in the Settlement Agreement as attested to in the Claims Administrator’s declaration.

8. **Requests for Exclusion.** The Notice set forth the procedures pursuant to which members of the Settlement Class may exclude themselves (“opt-out”) from the monetary benefits of the Settlement Agreement. The deadline for Settlement Class Members to serve any request for exclusion per the terms of the Notice and Settlement Agreement has expired per the terms of the Settlement Agreement and only 29 persons opted out of the proposed class.

9. **Objections to the Proposed Settlement.** The Notice set forth the procedures pursuant to which members of the Settlement Class may object to the terms of the Settlement Agreement. The deadline for Settlement Class Members to

serve any objection to the proposed Settlement has expired per the terms of the Notice and Settlement and no persons filed any objection to the Settlement Class Certification or to the Class Settlement.

10. **Attorney Fees.** Plaintiff's counsel has filed their motion for Attorney Fees and costs in the amount of \$6.25 Million dollars. Defendant has filed its objection pursuant to the Settlement Agreement. Plaintiff's counsel has filed their reply and declarations. The court notes that the Settlement Agreement as preliminarily approved by the Court, and as set out in the Notice to class members, provided that Plaintiff's counsel would be awarded no less than \$3.25 Million dollars as attorney's fees and costs reasonably expended. For the reasons stated on the record, the Court hereby approves the award to Plaintiff's counsel of attorney fees and costs in the amount of \$3.25 Million dollars. As orally ordered today, to the extent that Plaintiff's counsel seeks fees and costs in excess of \$3.25 Million dollars, the Court has required such counsel to supplement their Motion for Attorney Fees and costs no later than 30 days from the date of this order. Defendant's response is due no later than 14 days after the date on which such supplementation is filed. At that time, the Motion for Attorney Fees and costs (in excess of \$3.25 Million dollars) will be under submission.

11. **Settlement Hearing.** A Final Settlement hearing and Fairness hearing was held on July 23, 2012 in Birmingham, Alabama in the U.S. District

Court House. The parties appeared; no objections were heard or registered; and the Court accepted arguments of the Parties as to why the Settlement Class and Settlement should be approved. The Court also heard arguments by the Parties regarding Plaintiff's counsel's request for attorneys' fees and costs in excess of \$3.25 Million dollars.

12. **Confidentiality.** The Court hereby enjoins disclosure to third parties of the documents and information discussed or exchanged during this litigation, including but not limited to the parties' confidential settlement negotiations and mediation, to any third party not specified in the parties' confidentiality agreements.

13. Based on the Evidence submitted at the Fairness hearing, the supporting Memorandum of law, and hearing no objections, this Court **GRANTS** the Motions to Certify the Settlement Class as defined herein and **APPROVES** the Settlement Agreement pursuant to its terms.

14. In accordance with the Settlement Agreement, this Order is a **FINAL JUDGMENT** between the parties. Accordingly, all claims are hereby **DISMISSED WITH PREJUDICE**. The court specifically **RETAINS JURISDICTION** to enforce the terms of the Settlement Agreement.

So **ORDERED** this 23rd day of July, 2012.

A handwritten signature in black ink, appearing to read "V. Emerson Hopkins", written over a horizontal line.

**VIRGINIA EMERSON HOPKINS**

United States District Judge



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

WANDA WOMACK, et al. )  
)  
Plaintiffs, )  
)  
v. )  
)  
DOLGENCORP, INC., et al. )  
)  
Defendants. )

Lead Case No.:  
2:06-cv-00465-VEH-RRA

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TINA M. WOOD, et al. )  
)  
Plaintiffs, )  
)  
v. )  
)  
DOLGENCORP, INC., et al. )  
)  
Defendants. )

Member Case No.:  
2:08-cv-01602-VEH-RRA

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NOTICE OF CLASS ACTION, PROPOSED SETTLEMENT AGREEMENT,  
AND SETTLEMENT HEARING

---

IF YOU ARE A FEMALE AND ARE OR WERE EMPLOYED BY DOLLAR  
GENERAL IN A SALARIED STORE MANAGER POSITION BETWEEN  
FEBRUARY 8, 2006 AND APRIL 1, 2012, AND/OR OPTED-IN TO THE ABOVE  
COLLECTIVE ACTION UNDER THE EQUAL PAY ACT.  
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

*A federal court has authorized this Notice.  
This is not a solicitation from a lawyer.*

*Please read this Notice carefully and fully. This Notice describes a proposed settlement and  
related matters, including the procedures for claiming a payment from a Settlement Fund to  
which you may be entitled.*

This Notice is intended to inform you about the terms of a proposed settlement (the "Settlement" or "Settlement Agreement") of a pending legal action and your rights in connection with this Settlement. This Notice describes the steps you must take to be eligible to receive Settlement Fund monies if this Settlement is finally approved by the Court. If you do not wish to be part of the class, this Notice details the steps you must take to be excluded from the class.

### General Overview

- Several women ("Plaintiffs"), on behalf of themselves and all other current and former women store managers employed by Dollar General, have sued Dollar General for gender discrimination in connection with pay. There are several legal entities either included in the lawsuit by the Plaintiffs or covered by the Settlement Agreement as "Released Parties" (as that term is defined in Paragraph 31 of the Settlement Agreement), and in this Notice we will refer to all of those legal entities as "Defendants." After extensive litigation and discussions over more than five years, the Plaintiffs and Dollar General have agreed on the terms of a Settlement.
- The Settlement provides for the release of certain legal claims including all gender-based pay discrimination claims under Title VII and the Equal Pay Act. By participating in this Class Settlement, you will be required to release your individual legal claims as described below and in the Settlement Agreement, including claims under any federal or state law regarding gender-based pay discrimination.
- Defendants deny that they have done anything wrong and the Court did not make a determination on that issue. However, both Plaintiffs and Defendants have agreed to be bound by the terms of this Settlement.
- The Court has reviewed the Settlement and has given it preliminary approval. Before deciding whether to grant final approval to the Settlement, the Court wishes to inform you of the general terms of the Settlement, what actions you need to take to participate in the Settlement, and of your rights to opt-out of the monetary relief portion of the Settlement or to object to the Settlement, if you would like to do so.
- The Court has allowed the following Settlement Class to assert claims for monetary relief through the settlement process discussed below:

"Settlement Class" has the definition set out at Paragraph III.A.1 of this Settlement Agreement, which is repeated below:

- (a) All women employed between February 8, 2006, and April 1, 2012, by Dollar General for at least one day as a salaried Store Manager at a location other than a Market Store and who have not otherwise released their Released Claims against one or more of the Released Parties; and/or

- (b) All Opt-In Plaintiffs whose names are listed on Attachment A by Agreement of the Parties and who have not otherwise released their Released Claims against one or more of the Released Parties.

If you fit the above definition, then you are a Settlement Class Member.

- This Notice will explain the terms of the Settlement to be presented to the Court for final approval. If, after reviewing those terms, you would like to participate in the Settlement, you can receive a Base Award without taking further action. However, you will not receive a Base Award if you opt-out of the Settlement Class and must return any initial Base Award. If you would like an award in addition to the Base Award, then you must fill out the attached Claim Form. There may also be additional distributions to persons not opting out depending on the initial distributions of the funds.
- If the Court grants final approval to the Settlement, the changes to be made to the Company's pay policies (as amended or revised from time to time), known as "programmatic relief," will apply to all women who are then currently employed by Dollar General as store managers, and all future Store Managers, including Settlement Class Members who opt out of the monetary relief portion of the Settlement. It is not possible to opt out of the programmatic relief portion of the Settlement.
- The Court will hold a **Settlement Hearing** to consider whether the Settlement is fair, reasonable, and adequate, and to decide whether to give final approval to this Settlement. The hearing will be held at \_\_\_\_\_ on \_\_\_\_\_ in the Courtroom of United States District Judge Virginia Emerson Hopkins, United States District Court, Northern District of Alabama, Hugo Black United States Courthouse, 1729 North 5th Avenue, Birmingham, Alabama 35203. The Court has the authority to change the date of the hearing. Information about any changes to the date of the hearing will be available at [www.WCQP.com/DollarGeneralSettlement](http://www.WCQP.com/DollarGeneralSettlement). If the Settlement is granted final approval by the Court after the Settlement Hearing, the Court's judgment will be final and binding.
- You are not required to appear at the hearing. If you are a Settlement Class Member you will be represented by attorneys for the Settlement Class at no cost to you. If you wish to opt out of the Settlement Class, you must submit a request to opt out in writing, but you do not need to appear at the hearing. If you wish to object to the Settlement, you must submit a written objection. If you wish to object to the Settlement you may present your objection in writing, or you may, in addition to a written objection, appear and be heard by the Court, either by yourself or, at your own expense, with an attorney of your choice.
- If you wish to remain a Settlement Class Member and have an opportunity to receive a Base Award payment from the Settlement Fund, you do not have to do anything. If you would like an additional award above the Base Award, then you must return the attached Claim Form by \_\_\_\_\_.

- If you wish to opt out and exclude yourself from the monetary relief, you must act before \_\_\_\_\_.
- If you wish to object to the Settlement, either in writing or in person at the Settlement Hearing, you must act by \_\_\_\_\_.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

<p><b>Do Nothing</b></p>	<p><b>Stay in this lawsuit. Receive a Base Award from the Settlement Fund. Give up certain rights.</b></p> <p>By doing nothing, you will receive a Base Award from the Settlement Fund, and you give up any rights to pursue claims against Dollar General separately about the alleged gender discrimination and other legal claims covered by the release contained in the Settlement, including any pay discrimination claims under Title VII and under the Equal Pay Act.</p>
<p><b>Submit a Claim Form</b></p>	<p><b>This is the only way to be eligible to receive a Claims Award in addition to and above a Base Award from the Settlement Fund.</b></p> <p>You must submit a claim form by _____.</p>
<p><b>Ask to Be Excluded (Opt Out)</b></p>	<p><b>Get out of this lawsuit (opt out). Receive no money from the Settlement Fund. Keep any rights you might have to pursue individual monetary claims against Dollar General separately.</b></p> <p>You would not be able to pursue class claims or claims for injunctive relief based on alleged pay discrimination. You cannot opt-out of the injunctive relief component of this Settlement.</p> <p>If you ask to be excluded, you will not be eligible to receive any money from the Settlement Fund, but you keep any rights you might have to pursue individual claims for monetary damages against Dollar General.</p> <p>You must submit your request to opt-out by _____.</p> <p>If you opt-out, the Statute of Limitations will start to run from the Date you submit the Opt-out form attached.</p>
<p><b>Object</b></p>	<p><b>Write to the Claims Administrator about why you do not think the settlement is overall fair to the class.</b></p> <p>You must submit your objection(s) by _____.</p>
<p><b>Go to the Hearing</b></p>	<p><b>As to speak in Court about the fairness of the settlement.</b></p> <p>You must submit your request to speak in Court by _____.</p>

•For additional information, you may visit [www.WCQP.com/DollarGeneralSettlement](http://www.WCQP.com/DollarGeneralSettlement).

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## BASIC INFORMATION

### 1. Background: About the Lawsuit

On March 7, 2006, several of the Named Plaintiffs filed the original complaint through Class Counsel starting this action. The complaint was amended several times to add additional claims and additional Named Plaintiffs. In combination, the complaints contained allegations that Dollar General engaged in a pattern and practice of gender discrimination with respect to compensating female employees in violation of Title VII of the Civil Rights Act of 1964 and the Equal Pay Act. Dollar General denied and continues to deny any liability or wrongdoing of any kind associated with the claims alleged in this lawsuit. You can read all of the plaintiffs' claims in the Plaintiffs' Third Amended Complaint, which can be found at: [www.WCQP.com/DollarGeneralSettlement](http://www.WCQP.com/DollarGeneralSettlement).

The parties have engaged in extensive discovery, including analysis of compensation and personnel data by statistical experts. The Plaintiffs have filed a motion to certify a class and Dollar General has opposed that motion. Dollar General has filed several motions for summary judgment as to a number of Plaintiffs' claims, which Plaintiffs have opposed.

Following discovery and briefing of these motions, the parties were in a good position to fully assess the merits of their respective claims and defenses. Accordingly, the parties agreed to consider mediation of the dispute using a highly-regarded and nationally known mediator who specializes in class action employment discrimination litigation to assist them in negotiations. Ultimately, the parties agreed to settle the litigation on the terms set forth below.

The Court has not made and will not make any determination regarding whether or not Dollar General discriminated against women. This Notice should not be regarded as an expression of any opinion by the Court on the merits of any claims or defenses of the Parties. No trial has occurred. There has been no finding or determination by the Court that Dollar General has violated any law or obligation, or that, in the event that the Settlement does not become effective, a recovery could or could not be made by the Named Plaintiffs or other members of the Class. Because the Named Plaintiffs and Dollar General together came to the Court to ask that the Court approve the Settlement that the two sides agreed to, the Court will simply examine the Settlement Agreement to determine whether or not it is fair, adequate and reasonable. The Court will not examine the merits of the underlying claims or defenses of the Parties.

The Settlement resolves claims of gender discrimination in compensation under Title VII of the Civil Right Act of 1964 and the Equal Pay Act brought in this action through the Effective Date of the Settlement Agreement. The Settlement also resolves retaliation, discrimination or employee benefits claims related to Defendants' pay policies or practices under any local, state or federal law, including Title VII, the Equal Pay Act, and the Employee Retirement Income Security Act. This Settlement also resolves any and all claims under any local, state or federal law that the Named Plaintiffs have or could have asserted against Defendants. The specific terms of the release of claims, which is controlling, is contained in Paragraph I.(24) of the Settlement Agreement, which you should review carefully. **By not opting-out, you are**

**agreeing to release all such claims, including claims of gender-based pay discrimination under Title VII and the Equal Pay Act.**

The Court has reviewed the Settlement and has preliminarily approved it as being fair, adequate and reasonable. Before deciding whether to give the Settlement final approval, the Court wishes to inform you of the general terms of the Settlement and of your right to comment on the Settlement, if you so desire, as well as your right to opt-out, i.e., be excluded, from participating in the monetary portion of the Settlement.

**2. Settlement Class Definition - You are Part of the Class**

You are a member of the Settlement Class affected by the Settlement if you fit within this definition:

- (a) All women employed between February 8, 2006, and April 1, 2012, by Dollar General for at least one day as a salaried Store Manager at a location other than a Market Store and who have not otherwise released their Released Claims against one or more of the Released Parties; and/or
- (b) All Opt-In Plaintiffs whose names are listed on Attachment A by Agreement of the Parties and who have not otherwise released their Released Claims against one or more of the Released Parties.

If you received this Notice in a mailing addressed to you, then Defendants' records show that you are currently employed, or were previously employed, for at least one day in a salaried store manager position between February 8, 2006 and April 1, 2012, or a proper opt-in to the EPA case as identified in Exhibit A to the Settlement Agreement, but were not employed only as a store manager at "market stores," and have not previously executed a complete release as part of any prior litigation or settlement agreement. Therefore, you are considered a Settlement Class Member. You have legal rights and options that you may exercise before the Court finally approves the Settlement.

**Do I Have to Be Part of this Lawsuit?**

You may exclude yourself from, or "opt-out" of, this lawsuit. If you do so, you will not be required to give up any legal rights that you would otherwise have to sue Dollar General individually for monetary damages, but if you opt out, you will not be permitted to share in the monetary portion of the Settlement Fund to be distributed to Settlement Class Members who do not opt-out. Information about how to opt-out is included below.



### **3. Summary of Settlement Terms**

#### **What Are the Terms of the Settlement?**

The Settlement requires Defendants to establish a Settlement Fund and to implement changes to its policies and practices.

#### **The Settlement Fund**

Under the Settlement, Defendants will pay \$18.75 million dollars (\$18,750,000) into a Settlement Fund. The Settlement Fund will be distributed to the Settlement Class Members to compensate them for the settlement of their released claims as provided in the Settlement Agreement between the Parties, and will be used to reimburse costs and expenses of the litigation, pay Class Counsel's fees as awarded by the Court, pay for the administration of the settlement process, pay for both the employer and employee share of local, state and federal taxes for the portion of the settlement awards that represents back pay.

#### **Programmatic Relief: What Have Defendants Agreed to Do Under the Settlement?**

As described more fully in the Settlement Agreement, Dollar General has agreed to implement a new store manager pay policy that is intended to be objective, transparent and less discretionary than prior policies. For example, the new policy will incorporate labor market and geographic data to establish initial pay rates based on store and employee-specific criteria. The Settlement Agreement also requires periodic reports for three years regarding any exceptions to the initial pay rates approved by Dollar General's human resources management.

### **4. Settlement Hearing**

The Court will decide whether or not to give final approval to this Settlement after the **Settlement Hearing** to be held at the Courtroom of United States District Judge Virginia Emerson Hopkins, United States District Court, Northern District of Alabama, Hugo Black United States Courthouse, 1729 North 5th Avenue, Birmingham, Alabama 35203. At this hearing, the Court will determine whether the proposed Settlement is fair, reasonable, and adequate and whether it should be approved. The Court will also consider whether the motion of the Plaintiffs' attorneys, or "Class Counsel," for an award of attorneys' fees and expenses should be approved, and whether, in accordance with the Settlement, an order and judgment should be entered bringing the litigation to a conclusion.

The Court has the authority to change the date of the hearing. Information about any changes to the date of the hearing will be available at: [www.WCQP.com/DollarGeneralSettlement](http://www.WCQP.com/DollarGeneralSettlement).

#### **Do I Have To Come To The Settlement Hearing?**

You are not required to appear at the hearing. Attorneys representing the Settlement Class will appear at the hearing on behalf of all Settlement Class members at no cost to you. However, if you would like to comment on or object to the Settlement, you may appear and be heard at the

Settlement Hearing, either by yourself or, at your own expense, with an attorney of your choice. Information about how to comment or object to the Settlement is included below. If the Court gives final approval to this Settlement, the Court's judgment will be final and binding on all Settlement Class Members who have not opted out.

**5. How to Proceed: Your Options**

After reviewing the terms of the Settlement Agreement, you have four options. You must decide whether you want to A) remain a Settlement Class member with an opportunity to receive a base award payment from the Settlement Fund; B) remain a Settlement Class member with an opportunity to receive both a base award payment and an additional payment from the Settlement Fund C) opt-out and exclude yourself from a payment from the Settlement Fund; or D) object to the Settlement.

**Option A: Do Nothing and Receive a Base Award from the Settlement Fund**

If you take no action, you will remain a part of the Settlement Class and will receive a Base Award from the Settlement Fund based on your tenure as a Store Manager and pursuant to the allocation methods described fully in the Settlement Agreement. You will release the legal claims that you may have up through \_\_\_\_\_ related to Dollar General's pay policies or practices. When claims are "released," that means that a person covered by the release cannot sue the Defendants for any of the claims that are covered by the release. The release will terminate any claims of gender discrimination in compensation under Title VII of the Civil Rights Act of 1964 and the Equal Pay Act, as well as retaliation, discrimination or employee benefits claims related to Defendants' pay policies or practices under any local, state or federal law, including Title VII, the Equal Pay Act, and the Employee Retirement Security Act, that you have or could have brought against Defendants arising out of your employment with Defendants through \_\_\_\_\_ the Effective Date of the Settlement Agreement upon final approval by the Court. You should review Paragraph I.(24) of the Settlement Agreement carefully so you understand the scope of the release. Whether or not you sign or cash the base award check, unless you opt out, the release contained in Paragraph I.(24) of the Settlement Agreement will apply and will terminate the claims listed therein and summarized above, including claims for gender-based pay discrimination under Title VII and the Equal Pay Act.

**Option B: Submit a Claim Form for an Additional Payment from the Settlement Fund**

In order to be eligible to receive an additional award from the Settlement Fund above the Base Award, you must fill out the Claim Form attached to this Notice and return it to the Claims Administrator by no later than \_\_\_\_\_ [claim form deadline]. The Claim Form asks for information about your employment with Dollar General, and the amount of the additional award you will receive, if any, will be determined by the Claims Administrator based on the information you provide in the claims form and calculations by the parties' experts. The claim form will also contain a release of the claims released in this Class Settlement.

**The Claims Administrator will send each Settlement Class Member who is eligible to receive an additional award above the Base Award a check. The back of the check will**

**contain a short release that incorporates the release provided fully in Paragraph I.(24) of the Settlement Agreement.** Whether or not you submit a claims form or, if you do receive an additional award, whether or not you sign or cash the award check, unless you opt out, the release contained in Paragraph I.(24) of the Settlement Agreement will apply and will terminate the claims listed therein and summarized above, including claims of gender-based pay discrimination under Title VII and the Equal Pay Act.

**Option C: Opt-Out: How Do I Exclude Myself from the Settlement?**

You may request to opt-out, or be excluded, from this case. If you opt out, you will *not be eligible for any payment* as part of this Settlement and you will not be bound to the terms of the Settlement Agreement. Any Settlement Class Member who wishes to opt out of the Settlement Class must mail a written, signed statement that she is opting out of the Settlement Class to the following address:

CLAIMS ADMINISTRATOR

SETTLEMENT SERVICES, INC.  
2032-D Thomasville Road  
Tallahassee, FL 32308  
(850)385-6216

To be effective as a request for exclusion, the letter must be received by the above Claims Administrator on or before \_\_\_\_\_, and must contain each of the following:

- (a) your name, social security number, current address and telephone number;
- (b) the name and number of this case (*Wanda Womack, et al. v. Dolgencorp, Inc., et al., No. 2:06-CV-01602-VEH-RRA*);
- (c) a statement that you wish to be excluded from the Settlement Class.

If you are a Settlement Class Member and do not opt-out, you will be considered part of the Settlement Class and you will have released legal claims against Defendants including claims of gender-based pay discrimination under Title VII and the Equal Pay Act.

**If you choose to opt-out, and submit the necessary information to do so, but later decide to re-join the Settlement Class, you may withdraw your opt-out request. To be effective, such a rescission must be in writing and signed, and must be received on or before \_\_\_\_\_ [10 business days prior to the Final Hearing] by:**

CLAIMS ADMINISTRATOR

SETTLEMENT SERVICES, INC.  
2032-D Thomasville Road  
Tallahassee, FL 32308  
(850) 385-6216

Please note that Settlement Class Members who submit timely and valid requests for exclusion will have no right to object to the Settlement in Court and will no longer be represented by Class Counsel.

**Option D: Object to the Settlement and/or Speak at the Hearing**

The Court must assess the overall fairness and reasonableness of the Settlement to the Class. Settlement Class Members who have not opted out of the monetary relief portion of the Settlement may object to the Settlement. However, in order to speak at the hearing, or have your objection to the Settlement considered by the Court, you must submit a written objection to the Settlement prior to the Settlement Hearing. This statement must be signed, and must include the name and number of this case (*Wanda Womack, et al. v. Dolgencorp, Inc., et. al., No. 2:06-CV-01602-VEH-RRA*) and a detailed description of the basis for the objection. This statement must be received by the Claims Administrator on or before \_\_\_ at:

CLAIMS ADMINISTRATOR

SETTLEMENT SERVICES, INC.  
2032-D Thomasville Road  
Tallahassee, FL 32308  
(850) 385-6216

You need not appear at the Settlement Hearing for your written comments or objection to be considered by the Court, but you may appear if you so desire. If you plan to comment on or object to the Settlement in person at the Settlement Hearing, you must file a written notice of appearance identifying yourself and any attorney you may retain at your own expense with your objection, which, as noted above, must be signed, include a detailed description of the basis for the objection, and be received by the Claims Administrator on or before \_\_\_ at the above address.

Please note that no one may appear at the Settlement Hearing for the purpose of objecting to the Settlement without first having filed and served her objection(s) in writing within the time period described above.

**6. How Will My Payment Be Calculated?**

Each Settlement Class Member will receive a Base Award payment that is based on length of tenure (e.g. months worked) with Dollar General as a Store Manager during the Class Period of February 8, 2006, to April 1, 2012 (except for periods in a "market store"), and except for those who opted into the lawsuit under the Equal Pay Act, whose tenure will be based on length of service as a Store Manager from 2003 forward.

Settlement Class Members may also receive an additional payment ("Claims Award") if they submit a fully completed Claim Form which is included with this Notice. The Claims Administrator will determine the additional award, if any, to give to each Settlement Class Member who submits a Claim Form. The Claims Administrator will consider the information

you provided on the claims form about alleged pay discrimination and your tenure as a Store Manager. There are overall limits on both the amount of the additional award and the combined base and additional award that any particular class member may receive under the Settlement. These limits are based on certain calculations by the parties' experts.

Reflecting their active involvement in prosecuting this case, the Class Representatives (as defined in the Settlement Agreement) will receive a service award of \$10,000 and the other remaining Title VII Named Plaintiffs and EPA Named Plaintiffs (as each are defined in the Settlement agreement) will receive a service award of \$5,000.

The Claims Administrator will make all determinations regarding the amount of base award payments and additional payments under the Settlement. You will not have a right to challenge the determinations made by the Claims Administrator.

The total amount of awards made to the Settlement Class Members, including the Title VII Named Plaintiffs and EPA Named Plaintiffs, shall not exceed the net amount of the Settlement Fund after deduction for applicable taxes, notice and administration costs, Class Counsel's attorney's fees and costs.

Any undistributed funds that remain after redistribution in accordance with the provisions of Paragraph V.F. of the Settlement Agreement shall be distributed to the Dollar General Literacy Foundation.

#### **Are There Tax Consequences For Any Money I Might Get?**

Any award you receive from the Settlement Fund will have tax consequences for you. The Claims Administrator will be responsible for withholding, remitting and reporting each Claimant's share of payroll taxes from the Settlement Fund. The Claims Administrator will also be responsible for withholding, remitting and reporting the employer's share of payroll taxes from the Settlement Fund. Class Counsel are not tax advisors and cannot give you advice on any tax matters. Class Counsel urge you to consult your tax advisor for answers to any questions you may have about the tax implications of any potential award.

#### **7. How Will The Claims Administrator Be Paid?**

The Claims Administrator's fees and expenses will be paid out of the Settlement Fund. The anticipated costs of these fees and expenses are in the range of \_\_\_\_\_.

#### **8. The Lawyers Representing You And The Settlement Class**

As a Settlement Class Member, you are represented in this litigation by Class Counsel:

WIGGINS CHILDS QUINN & PANTAZIS

Robert L. Wiggins, Jr.  
Rocco Calamusa, Jr  
Kevin W. Jent  
The Kress Building  
301 19th Street, North  
Birmingham, AL 35203-3204  
1-855-497-2256

Unless you elect to exclude yourself from the Settlement, you will continue to be represented by Class Counsel in connection with implementation and monitoring of the Settlement throughout the three-year duration of the terms of the Settlement at no cost to you. Although it is not necessary, you may, if you wish to do so, retain your own attorney at your own expense.

**How Will The Lawyers Be Paid?**

In connection with the Settlement, the Court will award Class Counsel reasonable attorneys' fees and expenses out of the Settlement Fund. If you are a Settlement Class Member and receive a payment from the Settlement Fund, you will not owe any fees or expenses to the lawyers who have represented you as part of the Settlement Class. The attorneys' fees and expenses of Class Counsel, as awarded by the Court, will be paid only from the Settlement Fund and only if and after the Settlement has been approved by the Court.

Class Counsel will file a motion for an award of attorneys' fees and expenses already incurred as well as the fees and expenses that will be incurred during the four-year term of the Settlement. In its motion, Class Counsel will request that the Court award them attorneys' fees and expenses in an amount up to \$6,250,000, which is 33 and 1/3% of the proposed \$18,750,000 monetary settlement.

Class Counsel have pursued these claims on behalf of Plaintiffs and the Class without receiving any compensation for their services or reimbursement of their out-of-pocket expenses. Class Counsel have undertaken substantial risks in pursuing this matter. They have done so with the understanding that, if they obtained a recovery for the class, their expenses would be reimbursed and they would receive fees from the fund recovered.

**9. Getting More Information**

If you have further questions or are still not sure whether you are included, you can get free help by calling or writing to Class Counsel in this case, at the following phone number or address:

WIGGINS CHILDS QUINN & PANTAZIS

Robert L. Wiggins, Jr.  
Rocco Calamusa, Jr  
Kevin W. Jent  
The Kress Building  
301 19th Street, North  
Birmingham, AL 35203-3204  
1-855-497-2256

This Notice contains only a summary of the terms of the Settlement, the provisions of the releases and related matters. For further information, the Settlement Agreement (which includes the complete terms of the Settlement), the Claim Form, and numerous other documents connected with the Settlement are available for review and/or downloading on the web at: [www.WCOP.com/DollarGeneralSettlement](http://www.WCOP.com/DollarGeneralSettlement).

**PLEASE DO NOT CALL OR CONTACT THE COURT, THE OFFICE OF THE CLERK OF COURT, DOLLAR GENERAL OR ITS EMPLOYEES WITH QUESTIONS REGARDING THIS NOTICE.**

Dated: \_\_\_\_\_, 2012

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The Honorable Virginia Emerson Hopkins  
United States District Court Judge  
United States District Court for the  
Northern District of Alabama





**\*CLAIM FORM INSTRUCTIONS\***

All information contained in this Claim Form will be kept strictly confidential. You are required to maintain the confidentiality of this Claim Form and may not disclose it to anyone except that you may consult legal counsel or tax advisors. You will not be subject to retaliation simply because you answered these questions.

Your answers to Sections A and D are required for you to participate in the claims process for an additional award ("Claims Award") from the Settlement Fund in this case. You may answer Sections B and/or C to the extent that they apply to you. Fill in only what applies to you. The monetary award that you receive will be determined based on your answers to these questions by the independent Claims Administrator pursuant to instructions provided as part of the Settlement Agreement approved by the Court.

You must sign and date your Claim Form under penalty of perjury.

You may use additional sheets of paper to answer any question on the Claim Form. If you do so, please be sure to put your name, social security number, and the question number on each additional sheet of paper you include with your Claim Form.

Please keep a copy of your Claim Form and any documents you submit with it. The Claims Administrator cannot return any claim forms or other documents to claimants.

**IN ORDER TO BE ELIGIBLE TO RECEIVE A CLAIMS AWARD, YOU MUST RETURN THIS CLAIM FORM POSTMARKED ON OR BEFORE \_\_\_\_\_ TO CLAIMS ADMINISTRATOR**

ADDRESS

**SECTION A**

**REQUIRED BACKGROUND INFORMATION**

You must complete Questions Nos. 1 through 8 in order for your Claim Form to be processed.

1. \_\_\_\_\_  
Home Telephone
2. \_\_\_\_\_  
Work/Day-time Telephone
3. \_\_\_\_\_  
Cell Phone (if any)
4. \_\_\_\_\_  
Personal Email Address (if any)
5. \_\_\_\_\_  
Social Security Number  
*[CLAIM FORMS THAT LACK SOCIAL SECURITY NUMBERS CANNOT BE PROCESSED]*

6. \_\_\_\_\_  
Date of Birth (Month/Day/Year)

7. Please list any previous names you have used, including any used while you were employed by Dollar General: \_\_\_\_\_

8. Are you female?  Yes  No

**SECTION B**

**FACTS YOU BELIEVE SUPPORT YOUR INDIVIDUAL CLAIMS OF GENDER-BASED PAY DISCRIMINATION**

If you do not believe that you have facts in support of an individual claim of gender-based pay discrimination by Dollar General please skip this section.

9. Do you believe that you have any specific facts in support of a claim of gender-based pay discrimination as a Store Manager at Dollar General?

Yes  No

a. If "Yes," please explain any facts that you believe support your claim(s) of gender-based pay discrimination:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION C**

**MEDICAL AND/OR PSYCHOLOGICAL EFFECTS OF DISCRIMINATION**

**IF YOU BELIEVE YOU EXPERIENCED MEDICAL AND/OR PSYCHOLOGICAL EFFECTS OF GENDER PAY DISCRIMINATION, PLEASE ANSWER QUESTIONS 10-11. PLEASE NOTE THAT YOU DO NOT NECESSARILY HAVE TO HAD SOUGHT HEALTH CARE TREATMENT TO BE ELIGIBLE FOR AN CLAIMS AWARD**

10. Do you believe in good faith that any of the gender-based discrimination you have been subjected to resulted in emotional, mental or physical injury to you?

Yes No

If "No," skip question 11.

11. If "Yes," please check each type of health care treatment you sought as a result of the emotional, mental or physical injury you contend you experienced as a result of gender-based pay discrimination at Dollar General:

Medical doctor

Social worker

Psychiatrist

- Psychologist
- Chiropractor
- Therapist
- Priest, Pastor or other Clergy
- Other mental health professional (describe): \_\_\_\_\_
- None of the above

**DO NOT SEND MEDICAL RECORDS TO THE CLAIMS ADMINISTRATOR WITH YOUR CLAIM FORM. THEY CANNOT BE REVIEWED AND WILL NOT BE RETURNED TO YOU.**

**SECTION D**

**SWORN AFFIRMATION AND SIGNATURE**

**I DECLARE UNDER PENALTY OF PERJURY THAT THE INFORMATION AND FACTS I HAVE STATED IN THIS CLAIM FORM ARE TRUE AND ACCURATE TO THE BEST OF MY PERSONAL KNOWLEDGE. I UNDERSTAND THAT MAKING A KNOWINGLY FALSE STATEMENT MAY SUBJECT ME TO PROSECUTION FOR PERJURY.**

**I UNDERSTAND AND AGREE THAT, BASED ON MY RECEIPT OF THE BASE AWARD IN THIS ACTION AND ANY OTHER AWARD I MAY RECEIVE AS A RESULT OF THIS CLASS ACTION SETTLEMENT, THAT I HAVE RELEASED DOLLAR GENERAL FROM THE CLAIMS DESCRIBED IN THE SETTLEMENT AGREEMENT AND NOTICE, INCLUDING ANY CLAIMS OF GENDER-BASED PAY DISCRIMINATION UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 AND THE EQUAL PAY ACT.**

I understand that I must keep the Claims Administrator informed of my current address and of any change in my home address. If I do not do so, I understand that I may not receive any award that I might otherwise be entitled to receive.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2011 \_\_\_\_\_

Signature of Claimant\*

\_\_\_\_\_  
Typed or Printed Name of Claimant

\_\_\_\_\_  
Social Security Number of Claimant

\*UNSIGNED CLAIM FORMS WILL NOT BE PROCESSED.

**WHEN YOU HAVE COMPLETED THIS CLAIM FORM, PUT IT IN AN ENVELOPE, PUT POSTAGE ON IT, AND MAIL IT BY NO LATER THAN \_\_\_\_\_ TO:**

**CLAIMS ADMINISTRATOR**

**ADDRESS**

**PLEASE RETAIN A COPY OF YOUR COMPLETED CLAIM FORM AND ANY ATTACHMENTS. NO CLAIM FORMS OR ATTACHMENTS WILL BE RETURNED TO CLAIMANTS**