

IN THE COURT OF COMMON PLEAS  
BUTLER COUNTY, OHIO

STATE OF OHIO, ex rel. )  
ATTORNEY GENERAL )  
DAVE YOST )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
DOLLAR GENERAL CORPORATION )  
d/b/a DOLLAR GENERAL, et al. )  
 )  
Defendants. )

**CASE NO. CV 2022 11 1812**

**JUDGE OSTER**

**AGREED CONSENT JUDGMENT**  
**ENTRY AND FINAL ORDER**

**PREAMBLE**

On November 1, 2022, the Attorney General of Ohio (hereinafter “State” or “Plaintiff”) filed a complaint alleging that Dollar General Corporation d/b/a Dollar General violated Ohio’s Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.* and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.* On November 2, 2022, that Complaint was amended to include Dolgen Midwest, LLC d/b/a Dollar General (hereinafter together with Dollar General Corporation d/b/a Dollar General known as “Defendants”). On January 13, 2023, Plaintiff amended its complaint for a second time, alleging an additional violation of R.C. 1345.02(A) by continuing to use equipment or software that previously failed inspections or otherwise tested out of compliance with the law while Defendants were on notice of such failure.

The parties have agreed to settle and resolve the allegations and file this Agreed Consent Judgment Entry and Final Order (hereinafter “Consent Judgment”) to terminate the litigation. By signing this Consent Judgment, Defendants submit to the personal jurisdiction of this Court, to the imposition of this Consent Judgment pursuant to R.C. 1345.07(F), and to the rights of Plaintiff to

enforce this Consent Judgment. Therefore, with the consent of the Parties hereto, it is ORDERED, ADJUDGED, AND DECREED:

### **BACKGROUND**

1. Defendant Dollar General Corporation is a Tennessee company that engages in the business of selling consumer goods in the State of Ohio, including in Butler County.
2. Defendant Dolgen Midwest, LLC is a Tennessee company that engages in the business of selling consumer goods in the State of Ohio, including in Butler County.
3. Defendants operate in the State of Ohio using the name “Dollar General.”
4. In selling goods to individuals for personal, family, or household use, Defendants engage in consumer transactions.
5. Defendants sell consumer goods at over 980 store locations throughout Ohio and use labels on their shelves to display the price of goods; these labels represent the “Shelf Tag Price.”
6. Plaintiff alleges that in some instances, when goods were scanned at the register, the price charged at the point-of-sale did not match the price advertised on the Shelf Tag Price.
7. Plaintiff alleges that consumers were damaged when they paid higher prices than the Shelf Tag Price.
8. Plaintiff alleges that Defendants are “suppliers,” since Defendants, at all relevant times hereto, engaged in the business of effecting “consumer transactions” by soliciting and selling household goods to “consumers” in Ohio for purposes that are primarily personal, family, or household, within the meaning specific in R.C. 1345.01(A), (C) and (D).
9. Plaintiff alleges that Defendants have committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(8), by representing that a specific price advantage exists if it does not.

10. Plaintiff alleges that Defendants have committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), and the Bait Advertising Rule, O.A.C. 109:4-3-03, by making offers of sales of good when such offers are not a bona fide effort to sell such a good.
11. The actions of Defendants have occurred in the State of Ohio, in Butler County and other counties in Ohio.
12. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
13. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3) in that Defendants conducted activity which gave rise to the alleged claims for relief in Butler County in the State of Ohio.
14. The Ohio Attorney General is the proper party to commence these proceedings under the authority provided under R.C. 1345.07.
15. Defendants represent that they have entered into this Order for the purpose of settling and compromising disputed claims without having to incur the burdens and expense of contested litigation. Defendants deny liability as to all claims alleged in the above-captioned matter and in the Complaints filed by Plaintiff. This Consent Judgment is not an admission by Defendants of liability of any kind and shall not be construed as an admission or concession by Defendants of any fault, liability, violation, or wrongdoing or of any deficiencies, faults, errors, or omissions of any nature whatsoever by Defendants. This Consent Judgment does not constitute or shall not constitute evidence against Defendants in any action brought anywhere, except in an action by Plaintiff to enforce the terms of this Consent Judgment or in any action involving a released claim to support a defense of res judicata, collateral estoppel, release, or other theory

of claim preclusion, issue preclusion, or similar defense. This Consent Judgment is not intended for use by any third party in any other proceedings. Except as specifically provided herein, or as provided for in state law, this Consent Judgment may not be used in any judicial or quasi-judicial proceeding for any purpose whatsoever. Except as specified in Paragraph 27, nothing in this Consent Judgment shall affect Defendants' rights to take legal or factual positions in defense of actions or litigation, or other legal, administrative or regulatory proceedings.

### **DEFINITIONS**

16. "Business Day(s)" shall mean Monday through Friday, except the legal public holidays specified in 5 U.S.C. § 6103 and any day declared to be a holiday by federal or Ohio state statute or executive order.
17. "Charged Price" shall mean the final price that displays at the point-of-sale for which the consumer is to be charged.
18. "Effective Date" shall mean the date on which this agreement is signed by the Court.
19. "Fail Rate" shall mean the percentage of products inspected by a county auditor in an Ohio store in accordance with R.C. 1327.50(T)(1) where the Charged Price is different than the Shelf Tag Price.
20. "Price Adjustment" shall mean changing the Charged Price to the amount listed on or alleged to be the Shelf Tag Price, but only when the Charged Price is higher than the Shelf Tag Price.
21. "Price Check" shall mean a comparison as between the Shelf Tag Price(s) and the Charged Price(s).

22. "Shelf Tag" shall mean the label on the shelf either immediately above or below the item that is reflective of the product being sold; listed on the item itself; or indicated on a box in which the item is intentionally placed.
23. "Shelf Tag Price" shall mean the price displayed on the Shelf Tag. If there are two prices displayed for the same item, the lower price is the Shelf Tag Price.
24. "Updated Shelf Tag" shall mean a Shelf Tag that is newly created based on the change of price of an item, whether temporary or permanent.

### **COMPLIANCE PROVISIONS**

25. Unless notated otherwise in Paragraph 26, for all Dollar General stores located within the state of Ohio, Defendants, their agents, partners, representatives, salespersons, employees, successors and assigns, shall comply with the following:
  - A. Defendants shall provide sufficient coverage for employees to update Shelf Tags, which may include, but is not limited to, printing and applying Updated Shelf Tags.
  - B. Defendants shall create and maintain records sufficient to show that each week, each of Defendants' retail locations in Ohio (i) received the Updated Shelf Tags; (ii) printed the Updated Shelf Tags; and (iii) an employee at the Defendants' retail locations used reasonable efforts to complete the application of the Updated Shelf Tag Labels in the appropriate locations.
  - C. If a consumer alleges to an employee that the Charged Price is higher than the Shelf Tag Price for an item the consumer purchased or is attempting to purchase, the employee must:
    - i. Adjust the price to the amount for which the consumer contends is the Shelf Tag Price; or

- ii. Adjust the price to the amount reflected on the Shelf Tag Price upon Price Check by an employee.
  - iii. No action is required upon seeing proof that the Shelf Tag Price is the same as or more than the Charged Price.
- D. Defendants shall create and implement a policy reflecting that in any instance in which Paragraph 25(C) results in a Price Adjustment, that price discrepancy must be fixed with an Updated Shelf Tag within 24 hours.
- E. Defendants shall implement training regarding Paragraphs 25(C) and (D) above as part of training for each new and each existing employee who has not been previously trained in which the following must be communicated:
  - i. What is to occur when a pricing discrepancy exists pursuant to Paragraph 25(C); and
  - ii. What is to occur after a pricing discrepancy has been found to exist pursuant to Paragraph 25(D).
- F. Defendants shall obtain written confirmation from each store employee evidencing that they have been trained pursuant to Paragraph 25(G) within thirty days of their hire date or in the case of an existing employee who has not been previously trained, within thirty days of the date of entry of this Agreed Consent Judgment Entry and Final Order.
- G. Defendants shall clearly and conspicuously post a sign(s) communicating the policy in above Paragraph 25(C)(i) and (ii) in each of Defendants' store locations either on the main front door where consumers enter the store or at each register.
- H. Defendants shall implement a policy that no less than every 45 days, a district manager must conduct a Price Check for a minimum of 25 randomly selected items.

- i. If more than two items demonstrate incongruence, the district manager shall discuss the issue with the store manager.
    - ii. If more than five items demonstrate incongruence, the district manager, shall inform the appropriate corporate designee of the incongruences.
    - iii. For any item(s) identified in which the Shelf Tag Price and the Charged Price do not match, the Shelf Tag Price shall be brought into congruence with the Charged Price within twenty-four hours.
  - I. Defendants shall create and implement a policy that upon receipt of a County [of Ohio] Auditor's Price Verification Report, that report must be submitted to Defendants' designated corporate designee within 48 hours of receipt of the report.
  - J. Unless otherwise noted, all obligations under Paragraph 25 must be implemented within 30 days after the Effective Date.
26. For any Dollar General store located within the state of Ohio that has consecutively received three County [of Ohio] Auditor's Price Verification Reports indicating a "Fail Rate" of above two percent within six months of each other, Defendants, their agents, partners, representatives, salespersons, employees, successors and assigns, shall comply with the following:
- A. No later than seven days after receiving a third consecutive County [of Ohio] Auditor's Price Verification Report indicating a "Fail Rate" of above two percent within six months of each other, that specific retail location shall complete a full-store assessment in which every Shelf Tag Price must undergo a Price Check. For any Shelf Tag Price that is higher than the Charged Price, either the Shelf Tag Price or the Charged Price must be brought into congruence with one another and accurately reflected on the Shelf Tag within twenty-four hours of the discovery of the discrepancy.

B. Within five Business Days of the full-store assessment as required in the immediately above Paragraph, Dollar General shall provide the Ohio Attorney General a declaration executed under penalty of perjury or a sworn statement from the relevant district manager or higher that such full-store assessment has been completed. The statement shall include: the dates on which Defendants received the three County [of Ohio] Auditor's Price Verification Reports indicating a "Fail Rate" of above two percent; the dates on which the full-store assessment was conducted; a summary of remedial measures taken; and the written name of the person signing the statement.

#### **OTHER TERMS**

27. Plaintiff and Defendants agree to and do not contest the entry of this Consent Judgment and further agree that this Court has jurisdiction over this matter and waive all rights to appeal or otherwise challenge or contest the validity of this Consent Judgment.
28. The terms of this Consent Judgment are not intended to be construed as an admission or concession or evidence of liability or wrongdoing on the part of Defendants.
29. The terms of this Consent Judgment shall not be construed as an admission or concession or any other evidence that the CSPA applies to Defendants or their business activities.
30. Defendants shall not represent, directly or indirectly, that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of the Defendant's business operations.
31. This Consent Judgment represents the complete agreement as to each and every term agreed to and by and among the Plaintiff and Defendants. The settlement contemplated by this Consent Judgment is not subject to any condition not expressly provided for herein, and there exist no collateral or oral agreements relating to the subject matter of this Consent Judgment.



In entering into this Consent Judgment, neither Plaintiff nor Defendant has made or relied on any warranty, promise, inducement or representative not specifically set forth herein.

32. The provisions of this Consent Judgment shall be construed in accordance with the laws of the State of Ohio.
33. The failure of Plaintiff or Defendants to exercise any rights under this Consent Judgment shall not be deemed a waiver of any right or any future rights.
34. Neither Plaintiff nor Defendants shall be considered to be the primary drafter of this Consent Judgment or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.
35. Plaintiff and Defendants may jointly seek to modify the terms of this Consent Judgment, subject to the approval of the Court of Common Pleas in Butler County, Ohio. This Consent Judgment may be modified only by order of the Court of Common Pleas in Butler County, Ohio.
36. This Order may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument.
37. Defendants shall refrain from committing any unfair, deceptive, or unconscionable acts or practices.
38. For a period of two years from the Effective Date, Defendants agree, upon request of the Ohio Attorney General, to produce any and all records created pursuant to this Consent Judgment within 14 days from the date of request, at Defendant's expense. This provision does not apply to above Paragraph 26(B). In addition, Defendants agree that for any record created pursuant to this Consent Judgment, the record must be maintained by Defendants for a minimum of one year from the date of creation.

39. Defendants, their successors or assigns, under these or any other names, agree to keep the Office of the Attorney General apprised of any changes in ownership, address, or telephone number by notifying the Consumer Protection Section at the address listed below, within thirty days of such change.
40. Defendants agree that in the event that the Ohio Attorney General must initiate legal action or incur any costs to compel Defendants to abide by this Consent Judgment, Defendants agree that the Court of Common Pleas in Butler County, Ohio, shall have jurisdiction over that matter, and Defendants shall be liable to the Ohio Attorney General's Office should it prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees and investigatory costs.
41. Each signatory represents and warrants he or she has been duly authorized to sign this document and is fully authorized to agree to its terms and conditions.
42. This Consent Judgment and its obligations shall be in effect for a period of four (4) years after its adoption except for Paragraph 37 which shall remain in effect permanently and Paragraph 38 which shall remain in effect for two (2) years.

#### **MONETARY PAYMENT**

43. Recognizing that the facts alleged in Plaintiff's Complaint, if taken as true, could have negatively and financially impacted consumers, while also recognizing that it would be nearly impossible to identify all or even most such consumers, and pursuant to Plaintiff's ability to secure relief in a *parens patriae* capacity, Defendants shall pay \$750,000 to the Ohio Attorney General's Office. Said payment shall be distributed by the Attorney General's Office to Ohio foodbanks or other similar charitable organizations in Ohio to be used solely for the purchase and distribution of food or personal care items.

44. Defendants shall pay an additional sum of \$250,000 to the Ohio Attorney General's Office.

Of that amount, \$75,000 shall constitute a civil penalty to the Ohio Attorney General's Office pursuant to R.C. 1345.07(D) and \$175,000 shall constitute reimbursement of investigative fees and costs.

45. The payment amounts ordered under Paragraphs 43-44 are due within 30 days of the Effective Date and shall be made by certified check or money order made payable to the "Ohio Attorney General's Office" and delivered to:

Financial Specialist  
Consumer Protection Section  
Office of the Attorney General  
30 E. Broad Street, 14th Floor  
Columbus, Ohio 43215.

46. The monetary amounts described above in Paragraphs 43-44 represent the totality of the monetary amount that Defendants are required to pay for any reason under this Consent Judgment, except that Defendants agree to pay all court costs associated with this matter.

**RELEASE**

47. In consideration of the monetary payment provided for below, and for the promise to act as set forth in the above Compliance Provisions, Plaintiff hereby fully, finally, irrevocably, and forever releases Defendants, their affiliates, and any of Defendants' or their affiliates' former, present, or future owners, shareholders, directors, officers, employees, attorneys, parents, subsidiaries, predecessors, successors, insurers, dealers, agents, assigns and representatives (collectively, "Released Defendants") from any and all claims arising out of or in any way related to any known or reasonably knowable claims that are, were, or could have been asserted by Plaintiff under R.C. 1345.01 (whether in Plaintiff's sovereign enforcement capacity or as *parens patriae* on behalf of citizens of the State) in this action.

48. Nothing in this Consent Judgment shall relieve Defendants of their obligations to comply with applicable federal, state, or local statutes, regulations, rules, or ordinances.
49. Nothing here shall restrict the right of Defendants to raise any administrative, legal, or equitable defense with respect to any further or other actions related to the same subject matter. However, with respect to the actions reserved by Plaintiff in Paragraph 40, Defendants shall not assert and/or maintain any defense or claim of waiver, res judicata, collateral estoppel, issue preclusion, claim splitting, or other defenses based on any contention that Plaintiff's claims in any subsequent judicial or administrative proceeding could or should have been brought in this case.
50. Nothing in this Consent Judgment shall be deemed to create any right in a non-party to enforce any aspect of this Consent Judgment or claim any legal or equitable injury for a violation of this Consent Judgment. The exclusive right to enforce any violation or breach of this Consent Judgment shall be with Plaintiff.
51. Nothing in this Consent Judgment is or shall be construed to limit any of the powers of or remedies afforded to, collectively or individually, the Ohio Department of Agriculture or any county or city auditor located within Ohio.
52. Defendants waive any claims it has or may have against Plaintiff for any claims it asserted or might have been asserted against Plaintiff in this litigation or arising from Plaintiff's investigation of and litigation against Defendants.

IT IS SO ORDERED.



\_\_\_\_\_  
DATE

\_\_\_\_\_  
JUDGE OSTER

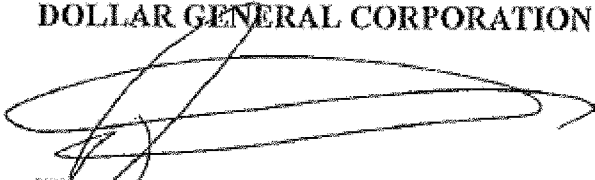
**APPROVED AND AGREED TO BY:**

**PLAINTIFF**  
**DAVE YOST**  
**Ohio Attorney General**

/s/ Lisa M. Treleven  
*Counsel for Plaintiff*  
Lisa M. Treleven, Assistant Attorney General  
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Christopher Belmarez, Assistant Attorney General  
Melissa Smith, Assistant Section Chief

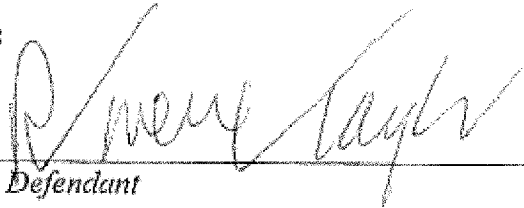
**DEFENDANT  
DOLLAR GENERAL CORPORATION**



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Corp Rep.


**As to form:**



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*Counsel for Defendant*

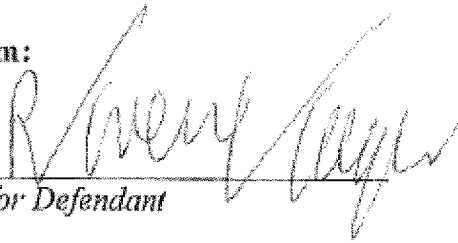
**DEFENDANT  
DOLGEN MIDWEST, LLC**



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Corp Rep.

**As to form:**



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*Counsel for Defendant*