

**CA PAGA FORMER EMPLOYEES
CONFIDENTIAL SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS**

This Confidential Settlement Agreement and Release of Claims (the “Release”) is entered into by and between Claimant _____ (Dollar General Employee Identification No. _____) (“Claimant”) and Respondent¹ (referred to herein as “Respondent” or “Dollar General”). Claimant and Respondent are collectively referred to herein as the “Parties.”

WHEREAS, Claimant was previously employed by Dollar General;

WHEREAS, disputes have arisen between Claimant and Respondent relating to Claimant’s employment and separation therefrom alleging violations of the Fair Labor Standards Act, the California Labor Code, or local laws regulating wages, and claims at common law or equity related in any way to the amount of money paid by Dollar General to Claimant or claims for money owed to Claimant, including but not limited to misclassification, off the clock, failure to pay minimum wage or overtime, miscalculation of regular rate or overtime pay, wage statement violations, final pay violations, unpaid meal or rest breaks, and interrupted meal or rest breaks (including associated penalties and derivative claims) when Claimant was employed by Dollar General (“Claims”);

WHEREAS, disputes have arisen between Claimant and Respondent relating to any and all civil penalties under the California Labor Code Private Attorneys General Act, Labor Code §§ 2699 et seq. (“PAGA”) based upon all facts and theories alleged, including without limitation that Claimant is an aggrieved employee pursuing all civil penalties arising out of any violation of Labor Code §§ 226, 1197, 2802 and Wage Order 4-2001 (“PAGA Claims”);

¹ “Respondent” herein refers to the party-Respondent or affiliated entity that last employed Claimant during his/her tenure for Dollar General.

- **Dolgen California, LLC** is/was the employing entity for retail employees in California.
- **DG Strategic VII, LLC** is/was the employing entity for distribution center employees in California.

WHEREAS, Claimant and Respondent desire to compromise, settle, and forever resolve and dispose of outstanding controversies and claims including but not limited to those raised by the Claims and the PAGA Claims;

WHEREAS, all words used in this Release will have their plain meaning in ordinary English;

WHEREAS, all headings of the sections and paragraphs of this Release are intended solely for convenience and no provision of this Release is to be construed by reference to the heading of any section or paragraph; and

NOW, THEREFORE, in consideration of the foregoing and promises and other consideration contained hereinafter, the Parties agree as follows:

I. SETTLEMENT PAYMENTS

Dollar General agrees to pay to Claimant and Claimant's Attorneys a Gross Settlement Payment, which will be comprised of the settlement proceeds for Claimant related to the release of the Claims, settlement proceeds for Claimant and the LWDA related to the release of the PAGA Claims ("PAGA Settlement Amount"), and attorneys fees' negotiated between Claimant and Claimant's attorneys ("Attorneys' Fees Amount") and costs ("Attorneys' Costs Amount") to Claimant's Attorneys (as defined herein) (in total, the "Gross Settlement Payment"). The Gross Settlement Payment less the Attorneys' Fees Amount, the Attorneys' Costs Amount, and Seventy-Five Percent (75%) of the PAGA Settlement Amount shall be Claimant's settlement payment ("Net Settlement Payment").

The Gross Settlement Payment is \$ _____.

The PAGA Settlement Amount is \$ _____. One Hundred percent (100%) of the PAGA payments are considered penalties and will not be subject to local, state or federal tax

withholdings. Seventy-five percent (75%) of the PAGA Settlement Amount shall be distributed to the LWDA.

The total Net Settlement Payment to Claimant is \$_____.

If Claimant's Gross Settlement Payment and any final disbursement amount together are less than six-hundred dollars (\$600.00), then one hundred percent (100%) of Claimant's Net Settlement Payment will be allocated as non-wage miscellaneous income. Otherwise, fifty percent (50%) of Claimant's Net Settlement Payment will be allocated as taxable wages, subject to applicable withholdings at the applicable state and federal supplemental wage rates, for which an IRS Form W-2 will be issued; and the other fifty percent (50%) of Claimant's Net Settlement Payment will be considered non-wages, for which an IRS Form 1099 will be issued, and is inclusive of Claimant's Twenty-Five Percent (25%) share of the PAGA Settlement Amount. The receipt and sufficiency of the Net Settlement Payment is hereby acknowledged, as a full and complete settlement of any and all of Claimant's claims, PAGA Claims, or claims encompassed or referred to in this Release. In addition, for purposes of payroll tax reporting, the state in which Claimant last worked for Dollar General shall be considered Claimant's work state for the entire period covered by this Release.

Moreover, Claimant acknowledges that Claimant's attorneys² will be separately paid an Attorneys' Fees Amount of \$_____ and an Attorneys' Costs Amount not to exceed \$_____ related to Claimant's Claims and PAGA Claims, and in accordance with

² "Claimant's Attorneys" are defined to include the law firm Keller Lenkner LLC ("Keller Lenkner") and Troxel Law, LLP ("Troxel Law"), along with all of their agents, representatives, employees, and individual attorneys, and/or any attorney who is related, pursuant to any current or former joint representation agreement or other arrangement with Keller Lenkner or Troxel Law related to the Claims, PAGA Claims, or the claims released by this Release. Keller Lenkner and Troxel Law hereby represent that they have authority to acknowledge the sufficiency of the settlement proceeds for all of Claimant's Attorneys, and that they are not aware of any other attorneys who have rights not represented by Keller Lenkner and Troxel Law related to this Release and the settlement of all claims herein.

Claimant's agreements with Claimant's Attorneys, as compensation for their representation of Claimant in the Claims and the PAGA Claims, the payment of which Claimant acknowledges as additional consideration for the settlement of Claimant's claims against Dollar General.

Claimant has agreed, in return for these and other mutual promises, to the release and dismissal with prejudice of any and all claims Claimant has, or may have had, in the Claims and the PAGA Claims against Dollar General and Released Parties (as defined below), and to the other promises made by Claimant contained herein.

Claimant understands that Claimant is being offered the Payment as a result of an aggregate settlement of multiple Claimants represented by Claimant's Counsel. Certain terms and conditions must be met under the aggregate settlement before Dollar General is required to make any payments, including the Payment to Claimant contemplated in this Release. Claimant understands that if the terms and conditions of the aggregate settlement are not met, even if Claimant signs this Release, Dollar General is not obligated to pay, and Claimant and Claimant's Attorneys are not entitled to receive, any portion of the Gross Settlement Payment. If that is the case, Claimant will return to the position Claimant was in prior to signing the Release, and none of the terms or conditions set forth in the Release will be enforceable against Claimant or Respondent. Moreover, this Release shall not become binding and enforceable until signed by all Parties and approved by an arbitrator mutually selected by the Parties.

II. GENERAL RELEASE

A. General Release of Wage and Hour Claims

In exchange for the consideration set forth above in Section I. and other good and sufficient consideration set forth herein, Claimant, for and on behalf of Claimant individually and Claimant's heirs, executors, trustees, administrators, representatives, spouses, and assigns, if

any, hereby fully, finally, completely, and forever releases, discharges, acquits, and relinquishes Respondent and all its past, present or future predecessors, successors, parent entities, subsidiaries, sister entities, divisions, partners, joint venturers, licensees, related or affiliated companies (whether foreign or domestic), officers, directors, principals, employees, shareholders, owners, controlling persons, partners, contractors, consultants, general or limited partners, agents, servants, attorneys, indemnitors, insurers, reinsurers, representatives, fiduciaries, heirs, executors, agents and assignees (collectively the “Released Parties”), jointly and/or severally, from any and all claims, actions, demands, injuries, harm, damages, liabilities, penalties, costs, losses, expenses, attorneys’ fees, causes of action of whatever kind or character and/or other detriment, if any, whether now known or unknown, asserted or unasserted, that a Claimant ever had, now has, or which the Claimant shall, can, or may have through the Claimant’s execution of this Agreement under the Fair Labor Standards Act, state or local laws regulating wages, and claims at common law or equity related in any way to the amount of money paid by Dollar General to Claimant or claims for money owed to Claimant, including but not limited to misclassification, off the clock, failure to pay minimum wage or overtime, miscalculation of regular rate or overtime pay, wage statement violations, final pay violations, unpaid meal or rest breaks, and interrupted meal or rest periods (including associated penalties and derivative claims), regardless of the forum in which it might be brought, if any, arising from or in any way connected with Claimant’s employment with Dollar General and the termination thereof, including all claims that were or could have been brought with these Claims (“Released Claims”).

B. California General Release of Wage and Hour Claims

If Claimant presently resides in or worked for Dollar General in California, the following additional provisions apply: General Release Extends to Both Known and Unknown, Suspected and Unsuspected Released Wage and Hour Claims: Claimant irrevocably and unconditionally releases all the wage and hour claims Claimant now has and/or may have against any of the Released Parties through the date of execution of this Release. This release is intended to be effective as a general release of and bar to all wage and hour claims stated in this Release, including claims that Claimant does not know about or does not suspect. Claimant understands the significance of this release of unknown and unsuspected wage and hour claims, and Claimant expressly waives all statutory rights limiting the effect of a release of unknown or unsuspected wage and hour claims, including the protection of California Civil Code Section 1542, which states as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Claimant further acknowledges and agrees that California Labor Code Section 206.5 is not applicable to the resolution of this matter. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

C. Claimant Has Been Fully Paid; Claims Are Disputed

In connection with the foregoing Sections II.A. & B., Claimant acknowledges, agrees, represents and warrants to the Released Parties, and each of them, that at all times relevant to Claimant’s actual or alleged employment with the Company and/or any of the Released Parties, and upon the execution and performance of this Release, Claimant has been fully and properly

paid for all time worked, received all required breaks in accordance with state and federal laws, to the extent applicable, has been reimbursed for any business expenses incurred by Claimant during Claimant's employment, and that there is and has at all times been a genuine, reasonable and good faith dispute between the Parties with respect to the foregoing.

D. Release of the PAGA Claims and Approval of the PAGA Settlement

Claimant, for and on behalf of Claimant individually and Claimant's heirs, executors, trustees, administrators, representatives, spouses, and assigns, if any, hereby fully, finally, completely, and forever releases, discharges, acquits, and relinquishes Released Parties from any and all PAGA Claims ("PAGA Release").

The Claimant will send a written notice of alleged PAGA violations to the Labor Workforce Development Agency ("LWDA") pursuant to California Labor Code § 2699.3(a)(1) (a "PAGA Notice"). Thereafter, the Claimant's Counsel and Respondent's Counsel will jointly seek to obtain an order ("Order") approving of the payment of PAGA penalties as described in this Release by way of a stipulation or unopposed motion to be presented, as set forth below in Section IX., to the Arbitrator (defined below in Section IX.) and/or if necessary to a Court of competent jurisdiction. Thereafter, Claimant will submit to the LWDA, through any manner and/or means directed by that agency: copies of this Release; any stipulated or unopposed motion to the Arbitrator and/or if needed a Court of competent jurisdiction for approval of the settlement of PAGA penalties; and any Order approving the payment of PAGA penalties.

The Parties agree to use their best efforts to expedite, and fully cooperate in, the drafting and/or filing of any documents reasonably necessary to be prepared or filed, shall take all steps that may be requested by the LWDA and/or the Arbitrator, and/or if needed a Court of competent jurisdiction, relating to or that are otherwise necessary to the approval and implementation of the

payment of PAGA penalties as described in this Release.

III. DISMISSAL OF CLAIMS

Claimant agrees to dismiss with prejudice all claims or charges, if any, of any kind whatsoever under any federal or state wage and hour statute or law, which Claimant has filed against any and all of the Released Parties with any state or federal court, agency, tribunal, or department, or any private arbitration forum, including the American Arbitration Association, and including but not limited to these Claims. Claimant hereby authorizes Claimant's Attorneys to execute on Claimant's behalf any and all stipulations, motions or other documents to effectuate same. Claimant hereby covenants and promises that, except as may be provided herein, Claimant will not file any additional claims, arbitration proceedings, or lawsuits against the Released Parties, or any of them, for any alleged acts, omissions, and/or events, whether now known or unknown, which have or may have occurred prior to the date of execution of this Release by Claimant.

Claimant further agrees that any and all sums paid or provided to Claimant in consideration for this Release will be forfeited and become immediately due and payable to Dollar General in the event Claimant asserts any claim, demand, or cause of action, including any cause of action for indemnity and contribution or third-party action, arising out of, resulting from, or in any way related to any of the claims encompassed within this Release, or any action to set aside, invalidate, or void this Release, except as a result of Dollar General's alleged breach of this Release. Claimant further agrees that a breach of the covenant set forth in this Section will entitle Dollar General and/or Released Parties to a full recovery in an action for damages, including, but not limited to, recovery of its or their costs, expenses, and attorneys' fees for investigation, prosecution or defense of any action brought in breach of this covenant as allowed

by law. Such recovery of monies shall not otherwise affect the enforceability of this Release or of other individual promises contained in this Release.

Nothing in this Release shall limit Claimant's right to communicate with any investigative agency (including, but not limited to, asserting a complaint therewith), or participate in an investigation or proceeding conducted by any investigative agency. This Release does, however, waive and release any right by Claimant to recover damages under the Fair Labor Standards Act and any state or local wage and hour law with respect to any claim released hereby or arising out of Claimant's employment with Dollar General.

IV. CLAIMANT'S REPRESENTATION BY CLAIMANT'S ATTORNEYS

Claimant has been represented with regard to the Claims and the PAGA Claims by Keller Lenkner and Troxel Law. Keller Lenkner and Troxel Law acknowledge that they have authority to negotiate on behalf of and bind all of Claimant's Attorneys (as defined herein in footnote 2, *supra*) related to the Claims, the PAGA Claims, and/or the claims released by this Release. By signature to this Release, Keller Lenkner and Troxel Law acknowledge that all claims for attorneys' fees, costs, or other recoverable expenses that Keller Lenkner and Troxel Law (including, but not limited to attorneys Travis Lenkner, Warren Postman, Sean Duddy, and Jeremy Troxel) and Claimant's Attorneys may hold independently against the Released Parties, or any of them, are satisfied by the consideration paid, and Keller Lenkner and Troxel Law, on their behalves and the behalf of Claimant's Attorneys, hereby releases any claims they have or might have against the Released Parties, or any of them, for all such monies.

Claimant, Keller Lenkner, and Troxel Law also represent that no other attorney or firm is associated with or in joint-representation with Keller Lenkner and Troxel Law in connection with the Claims, the PAGA Claims, and the claims released by this Release, and that they have

no knowledge of any other firm representing Claimant in connection with the Claims, the PAGA Claims, and the claims released by this Release. Claimant hereby represents and warrants that Claimant has full authority to release all claims referenced herein against Released Parties, including but not limited to those claims associated with the Claims, the PAGA Claims, and the claims released by this Release, and that Claimant has not assigned or otherwise transferred to any other person or entity (other than Claimant's agreement with Claimant's Attorneys whose claims, if any, are fully and finally satisfied by this Release) any interest in any claim, demand, recovery, settlement proceeds, action and/or cause of action Claimant has, may have, or may claim to have against any Released Party. Claimant agrees to indemnify and hold harmless the Released Parties from any and all injuries, harm, damages, costs, losses, expenses, and/or liability, including reasonable attorneys' fees and costs, incurred as a result of any claims or demands which may hereafter be asserted against any Released Party by, through, or by virtue of an assignment or other transfer by Claimant and/or assignment to any of Claimant's Attorneys.

Further, Keller Lenkner and Troxel Law represent and warrant that they have full authority to release all claims for attorneys' fees, costs and expenses incurred by Claimant and Claimant's Attorneys as associated with the Claims, the PAGA Claims, and the claims released by this Release, and that they have full authority to negotiate a settlement amount that provides for payment of attorneys' fees, costs, or expenses to Claimant's Attorneys, and that there is no interest in attorneys' fees, costs, or expenses on behalf of Claimant related to the Claims, the PAGA Claims, or the claims released by this Release that is not settled by this Release. Further Claimant's Attorneys represent and warrant that they have not assigned or otherwise transferred to any other person or entity any interest in any claim, demand, recovery, settlement proceeds, action and/or cause of action they have, may have, or may claim to have against any Released

Party that are not settled by this Release. Keller Lenkner and Troxel Law agree to indemnify and hold harmless the Released Parties from any and all injuries, harm, damages, costs, losses, expenses, and/or liability, including reasonable attorneys' fees, court costs, and expenses incurred as a result of any claims or demands which may hereafter be asserted against any Released Party by, through, or by virtue of a right to ownership, an assignment or other transfer by Claimant's Attorneys of the attorneys' fees, costs, and expenses that may be recovered based upon Claimant's claims in the Claims, the PAGA Claims, and/or the claims released by this Release.

V. CONFIDENTIALITY BY CLAIMANT

(a) Unless these provisions in this Section V.(a) are prohibited by applicable law: As an essential and material consideration to the payment of sums pursuant to this Release, Claimant represents and agrees that Claimant has not as of the date of this Release, and will not in the future, disclose this Release, its terms and conditions, or the settlement amount received by Claimant, or allude to any settlement range or description thereof, to any third person, entity, or government organization and that all such matters shall remain strictly confidential and shall not be disclosed or alluded to in any manner, except as provided in Sub-Section V.(b), other than to Claimant's spouse (if any), accountants, the IRS, and/or Claimant's Attorneys (the "Authorized Persons"). It is agreed that a breach of these covenants in Section V., through disclosure to a person to whom disclosure is not permitted shall constitute a breach of this entire Release and that any Authorized Person to whom this Release or its terms are disclosed shall be shown this Section and instructed to comply with its terms. Disclosure of this Release or its terms to any unauthorized person by an Authorized Person shall constitute a breach by Claimant. Claimant further represents that Claimant has not already disclosed this Release or its terms and conditions

to any third person, other than possibly those persons described above and that, in such an event, they have advised them of these covenants.

Damages for a Claimant's breach of this confidentiality provision of this Section V. shall be limited to the amount of Claimant's Gross Settlement Payment reference in Section I., plus the amount, if any, that Claimant received as an additional final distribution from Dollar General.

Further, Claimant agrees that neither Claimant nor Claimant's agents will, by actual name, fictitious name, or anonymously, post any comment about the resolution of this case or rulings in this case on any internet chat room, forum, blog, bulletin board, social media websites, or other public domain.

(b) Unless these provisions in this Section V.(b) are prohibited by applicable law: Except as noted in Sub-Section V.(a), the only authorized communication by Claimant relating to the settlement of the lawsuit to any third person, without written approval by Dollar General, will be the statement that "the matter was resolved."

(c) No provisions in Section V. are intended to impose upon Claimant the obligation to resist a court order, government order, or subpoena mandating disclosure of this Release or its terms. However, if this Release is intended to be offered for any purpose or pursuant to any compelled production, Claimant agrees to notify Dollar General in writing at least ten (10) business days in advance of the production of the Release to permit Dollar General to file protective motions, as necessary. Claimant agrees to notify Dollar General as follows: Attention: Melanie Cook, Vice President and Assistant General Counsel, Dollar General Corporation, 100 Mission Ridge, Goodlettsville, Tennessee 37072-2170.

VI. NON-DISPARAGEMENT

Claimant agrees Claimant will not make any statements or take any action calculated to be derogatory or harmful to the reputation, business, or affairs of any of the Released Parties as it relates to Claimant's employment, separation from employment, and these Claims. In return, Dollar General agrees to provide Plaintiff with a neutral job reference, by responding to any inquiries with only neutral information, such as the dates of Plaintiff's employment with Dollar General and the position(s) held. This agreement is conditioned upon the requirement that Plaintiff refer any inquiries regarding a job reference to The Work Number at 1-800-367-5690, Company code 11010.

VII. NO ADMISSION OF WRONGDOING OR LIABILITY

This Release, the offer of this Release, and compliance with this Release shall not constitute or be construed as an admission by the Respondent or Released Parties, or any of them individually, of any wrongdoing or liability of any kind or an admission of any violation of the rights of Claimant, but rather, such liability or wrongdoing is expressly denied. This Release shall not be admissible in any judicial, administrative or other proceeding or cause of action as an admission of liability or for any purpose other than to enforce the terms of this Release, and then, any such submission shall be tendered confidentially, *in camera*, or under seal.

VIII. TAX CONSEQUENCES

Claimant acknowledges and agrees that Dollar General, Dollar General's Counsel, Released Parties, and Claimant's Attorneys have not made any representations to Claimant regarding the tax consequences of any amounts received by Claimant pursuant to this Release. Claimant may consult with Claimant's tax advisors regarding the tax consequences of this Releases, including but not limited to any payments provided or tax reporting obligations

resulting therefrom. Claimant agrees that Claimant shall be solely responsible for payment of all (and that Respondent, Dollar General's Counsel, Released Parties, and Claimant's Attorneys shall have no liability or responsibility whatsoever for payment) of Claimant's personal tax liabilities due, including federal, state and local taxes, interest and penalties, which are or may become due, on: Claimant's portion of any and all tax consequences applicable to any amounts Claimant is paid as wages, for which the Settlement Administrator will issue an IRS Form W-2 to Claimant; and the portion of the Claimant's settlement amount considered non-wages, for which the Settlement Administrator will, where appropriate, issue an IRS Form 1099 to Claimant. Claimant agrees to indemnify, defend, and hold harmless the Released Parties from any claims, demands, deficiencies, assessments, executions, judgments, or recoveries by any governmental entity against any of the Released Parties for any amounts claimed due with respect to the payment referenced above in Section I. or pursuant to claims made under any federal, state or local tax laws, and any costs, expenses or damages sustained by the Released Parties, or any of them, as a result of the payments referenced above in Section I., including attorney's fees and costs, in the event the Released Parties, or any of them individually, are required to file suit or take other legal action to enforce this Section VIII. Claimant agrees to comply with reasonable requests for information or documents needed by Claimant's Attorneys or Respondent to report payments related to this Release to the appropriate tax authorities as required by law.

IX. ARBITRATOR APPROVAL OF RELEASE AND MODIFICATIONS TO ARBITRATION AGREEMENT

The Parties entered into a mutual binding arbitration agreement, the Dollar General Employee Arbitration Agreement (herein "Arbitration Agreement"), pursuant to which Claimant's Claims and PAGA Claims have been asserted, and for purpose of this Release, the

Parties agree the Claims and the PAGA Claims are covered by the Arbitration Agreement. **To the extent that the Parties have not entered into an Arbitration Agreement, the Parties agree to the terms and provisions of the Arbitration Agreement as amended herein for the limited purpose of the approval of this Release, including the release of the Claims and the PAGA Claims, by the appointed Arbitrator as set forth herein.** The Parties incorporate the terms of the Arbitration Agreement into this Release as though set forth fully herein, and further, by mutual assent and agreement, amend the Arbitration Agreement, for the purpose of this Release only, as follows:

1. The Parties agree to waive the requirements under the Arbitration Agreement for either Party to file a written notice of intent to arbitrate ("Demand") with the American Arbitration Association ("AAA"), and that the AAA administer any arbitration, with respect to the approval of the Release.
2. The Parties will select an arbitrator ("Arbitrator") by mutual agreement for the sole and limited purposes of determining:
 - a. Whether this Release is entitled to approval to the extent otherwise required or allowed to be determined by a court or agency of competent jurisdiction under the Fair Labor Standards Act and any other applicable state or local law, including as to any specified award of attorneys' fees and costs, and to deliver a decision and award on this limited issue; and,
 - b. As referenced in Section II.D., whether the payment of PAGA penalties is entitled to approval to the extent otherwise required or allowed to be determined by a court or agency of competent jurisdiction under PAGA, and to deliver a decision and award on this issue.
 - c. Without limiting the foregoing in any way, and by way of clarification only, the Parties agree that the Arbitrator does not have any jurisdiction or authority other than as expressly set forth herein, including without limitation no jurisdiction or authority to rule on the underlying merits of Claimant's allegations, and that the Arbitrator is appointed for the sole and limited issues set forth herein.
 - d. The Parties agree that for the purpose of the determinations to be made by the Arbitrator as set forth herein in relation to the approval of the payment of PAGA penalties, the Arbitrator will follow and apply the California Labor Code Private Attorneys General Act, Labor Code §§ 2699 et seq.

(“PAGA”). Moreover, the Parties agree that for the purpose of the determination to be made by the Arbitrator as set forth herein in relation to the approval of the Release, the Arbitrator will follow and apply the Federal Rules of Civil Procedure and the Federal Rules of Evidence. The Parties agree that for the purpose of the determinations to be made by the Arbitrator as set forth herein no administrative or procedural rules promulgated by the AAA or any other organization will be applied or followed.

3. The Parties agree to be bound by the Arbitrator’s decision in relation to the approval of the release of Claims, and waive any challenge to the authority or enforceability of the Arbitrator’s decision and award, and any such decision and award will be given the same force and effect as if rendered as an order and judgment by a court or agency of competent jurisdiction. The Parties further agree that confirmation of the Arbitrator’s decision and award by a court or any agency in relation to the approval of the release of Claims is not required for it to have such force and effect. However, if the Arbitrator does not approve the payment of PAGA penalties, or the LWDA does not accept the Arbitrator’s approval of the payment of PAGA penalties and demands the approval by a Court of competent jurisdiction, the Parties will cooperate in obtaining through written stipulation or unopposed motion such an Order from a Court of competent jurisdiction as outlined in Section II.D, *supra*.
4. The Parties agree that the Arbitrator may not award attorneys' fees and/or costs different than those separately negotiated by the Parties, and that the Arbitrator’s jurisdiction and authority related to attorneys’ fees and costs is limited to deciding whether the negotiated amounts are approved to the extent required under applicable law. Similarly, the Parties agree that the Arbitrator may not award the payment of PAGA penalties different than those separately negotiated by the Parties, and that the Arbitrator’s jurisdiction and authority related to the payment of PAGA penalties is limited to deciding whether the negotiated amounts are approved to the extent required under applicable law.
5. The Parties agree that no discovery of any type is permitted and that the Arbitrator has no jurisdiction or authority to allow any type of discovery to be conducted.
6. The Parties agree that Respondent alone shall bear the arbitrator and/or judicial costs and fees incurred for the approval process set forth in paragraphs 2 & 3 of this Section IX.

**X. CHOICE OF LAW AND SEVERANCE OF INVALID,
ILLEGAL OR UNENFORCEABLE TERMS**

The Parties agree that the terms of this Release are contractual in nature and not merely recitals and shall be governed and construed in accordance with the laws of the State of Tennessee, without regard to conflicts of law. The Parties further agree that should any part of this Release be declared or determined to be illegal, invalid, or unenforceable, the Parties intend the legality, validity, and enforceability of the remaining parts and Sections shall not be affected thereby, and said illegal, invalid or unenforceable part or Sections shall be deemed not to be a part of this Release.

XI. BINDING ON SUCCESSORS AND ASSIGNS

This Release shall be binding upon and the benefits shall inure to Claimant and Claimant's heirs and to the Released Parties, and their successors and assigns.

XII. ACKNOWLEDGMENT OF AUTHORITY

Each party hereto represents and warrants that they have full authority to bind the party represented.

XIII. NO WAIVER

No waiver of any of the terms of this Release shall be valid unless in writing and signed the party to this Release against whom such waiver is sought to be enforced. The waiver by any party hereto of any provision of this Release shall not operate or be construed as a waiver of any subsequent breach by any party, nor shall any waiver operate or be construed as a rescission of this Release.

XIV. ENTIRE AGREEMENT

Claimant agrees that in executing this Release Claimant does not rely and has not relied on any document, representation, or statement, whether written or oral, other than those

specifically set forth in this written Release. Claimant and Respondent agree that this Release constitutes the entire agreement between Claimant and Respondent, and supersedes any and all prior agreements or understandings, written or oral, pertaining to the subject matter of this Release. No oral understandings, statements, promises, or inducements contrary to the terms of this Release exist. This Release cannot be changed or terminated orally, but may be changed only through written addendum executed by the Parties.

XV. NO PARTY TO BE DEEMED THE DRAFTER

This Release is the product of arm's length negotiations between the Parties and their counsel, and no party shall be deemed to be the drafter of any provision or the entire Release. The wording in this Release was reviewed and accepted by all Parties after reasonable time to review with legal counsel, and no Party shall be entitled to have any wording of this Release construed against the other Party as the drafter of the Release in the event of any dispute in connection with this Release.

XVI. VOLUNTARY INFORMED ACCEPTANCE OF TERMS

The Parties declare that the terms of this Release have been completely read, are fully understood, and are voluntarily accepted, after complete consideration of all facts and their legal rights, of which they have been fully advised by their respective attorneys for the purpose of making a full and final compromise, adjustment, and settlement of any and all claims, disputed or otherwise, that each may have against the other.

IN WITNESS WHEREOF, the Parties have executed this Release as follows:

Claimant _____

Last Four digits of Claimant's Social Security No. _____

Date: _____

APPROVED AS TO FORM AND SUBSTANCE, INCLUDING BUT NOT LIMITED TO
AND SPECIFICALLY AGREED TO, FOOTNOTE 2 AND AS TO SECTIONS: IV. and XII.

By: _____
Travis Lenkner
Keller Lenkner LLC
150 North Riverside Plaza, Suite 4270
Chicago, IL 60606

On behalf of Keller Lenkner LLC
Attorneys for Claimant

Date: _____

AND

By: _____
Jeremy Troxel
Troxel Law, LLP
195 Montague Street, 14th Floor
Brooklyn, NY 11201

On behalf of Troxel Law, L.P.
Attorneys for Claimant

Date: _____

AGREED ON BEHALF OF DOLLAR GENERAL CORPORATION:

By: _____
Melanie Cook
Vice President and Assistant General Counsel
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Date: _____

APPROVED AS TO FORM AND SUBSTANCE

Joel S. Allen
Amy Turk
McGuireWoods LLP
Attorneys for Respondent

Date: _____

**CA PAGA CURRENT EMPLOYEES
CONFIDENTIAL SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS**

This Confidential Settlement Agreement and Release of Claims (the “Release”) is entered into by and between Claimant _____ (Dollar General Employee Identification No. _____) (“Claimant”) and Respondent¹ (referred to herein as “Respondent” or “Dollar General”). Claimant and Respondent are collectively referred to herein as the “Parties.”

WHEREAS, Claimant is employed by Dollar General;

WHEREAS, disputes have arisen between Claimant and Respondent relating to Claimant’s employment alleging violations of the Fair Labor Standards Act, the California Labor Code, or local laws regulating wages, and claims at common law or equity related in any way to the amount of money paid by Dollar General to Claimant or claims for money owed to Claimant, including but not limited to misclassification, off the clock, failure to pay minimum wage or overtime, miscalculation of regular rate or overtime pay, wage statement violations, final pay violations, unpaid meal or rest breaks, and interrupted meal or rest breaks (including associated penalties and derivative claims) when Claimant was employed by Dollar General (“Claims”);

WHEREAS, disputes have arisen between Claimant and Respondent relating to any and all civil penalties under the California Labor Code Private Attorneys General Act, Labor Code §§ 2699 et seq. (“PAGA”) based upon all facts and theories alleged, including without limitation that Claimant is an aggrieved employee pursuing all civil penalties arising out of any violation of Labor Code §§ 226, 1197, 2802 and Wage Order 4-2001 (“PAGA Claims”);

WHEREAS, Claimant and Respondent desire to compromise, settle, and forever resolve

¹ “Respondent” herein refers to the party-Respondent or affiliated entity that last employed Claimant during his/her tenure for Dollar General.

- **Dolgen California, LLC** is/was the employing entity for retail employees in California.
- **DG Strategic VII, LLC** is/was the employing entity for distribution center employees in California.

and dispose of outstanding controversies and claims including but not limited to those raised by the Claims and the PAGA Claims;

WHEREAS, all words used in this Release will have their plain meaning in ordinary English;

WHEREAS, all headings of the sections and paragraphs of this Release are intended solely for convenience and no provision of this Release is to be construed by reference to the heading of any section or paragraph; and

NOW, THEREFORE, in consideration of the foregoing and promises and other consideration contained hereinafter, the Parties agree as follows:

I. SETTLEMENT PAYMENTS

Dollar General agrees to pay to Claimant and Claimant's Attorneys a Gross Settlement Payment, which will be comprised of the settlement proceeds for Claimant related to the release of the Claims, settlement proceeds for Claimant and the LWDA related to the release of the PAGA Claims ("PAGA Settlement Amount"), and attorneys fees' negotiated between Claimant and Claimant's attorneys ("Attorneys' Fees Amount") and costs ("Attorneys' Costs Amount") to Claimant's Attorneys (as defined herein) (in total, the "Gross Settlement Payment"). The Gross Settlement Payment less the Attorneys' Fees Amount, the Attorneys' Costs Amount, and Seventy-Five Percent (75%) of the PAGA Settlement Amount shall be Claimant's settlement payment ("Net Settlement Payment").

The Gross Settlement Payment is \$ _____.

The PAGA Settlement Amount is \$ _____. One Hundred percent (100%) of the PAGA payments are considered penalties and will not be subject to local, state or federal tax

withholdings. Seventy-five percent (75%) of the PAGA Settlement Amount shall be distributed to the LWDA.

The total Net Settlement Payment to Claimant is \$_____.

If Claimant's Gross Settlement Payment and any final disbursement amount together are less than six-hundred dollars (\$600.00), then one hundred percent (100%) of Claimant's Net Settlement Payment will be allocated as non-wage miscellaneous income. Otherwise, fifty percent (50%) of Claimant's Net Settlement Payment will be allocated as taxable wages, subject to applicable withholdings at the applicable state and federal supplemental wage rates, for which an IRS Form W-2 will be issued; and the other fifty percent (50%) of Claimant's Net Settlement Payment will be considered non-wages, for which an IRS Form 1099 will be issued, and is inclusive of Claimant's Twenty-Five Percent (25%) share of the PAGA Settlement Amount. The receipt and sufficiency of the Net Settlement Payment is hereby acknowledged, as a full and complete settlement of any and all of Claimant's claims, PAGA Claims, or claims encompassed or referred to in this Release. In addition, for purposes of payroll tax reporting, the state in which Claimant currently works for Dollar General shall be considered Claimant's work state for the entire period covered by this Release.

Moreover, Claimant acknowledges that Claimant's attorneys² will be separately paid an Attorneys' Fees Amount of \$_____ and an Attorneys' Costs Amount not to exceed \$_____ related to Claimant's Claims and PAGA Claims, and in accordance with

² "Claimant's Attorneys" are defined to include the law firm Keller Lenkner LLC ("Keller Lenkner") and Troxel Law, LLP ("Troxel Law"), along with all of their agents, representatives, employees, and individual attorneys, and/or any attorney who is related, pursuant to any current or former joint representation agreement or other arrangement with Keller Lenkner or Troxel Law related to the Claims, PAGA Claims, or the claims released by this Release. Keller Lenkner and Troxel Law hereby represent that they have authority to acknowledge the sufficiency of the settlement proceeds for all of Claimant's Attorneys, and that they are not aware of any other attorneys who have rights not represented by Keller Lenkner and Troxel Law related to this Release and the settlement of all claims herein.

Claimant's agreements with Claimant's Attorneys, as compensation for their representation of Claimant in the Claims and the PAGA Claims, the payment of which Claimant acknowledges as additional consideration for the settlement of Claimant's claims against Dollar General.

Claimant has agreed, in return for these and other mutual promises, to the release and dismissal with prejudice of any and all claims Claimant has, or may have had, in the Claims and the PAGA Claims against Dollar General and Released Parties (as defined below), and to the other promises made by Claimant contained herein.

Claimant understands that Claimant is being offered the Payment as a result of an aggregate settlement of multiple Claimants represented by Claimant's Counsel. Certain terms and conditions must be met under the aggregate settlement before Dollar General is required to make any payments, including the Payment to Claimant contemplated in this Release. Claimant understands that if the terms and conditions of the aggregate settlement are not met, even if Claimant signs this Release, Dollar General is not obligated to pay, and Claimant and Claimant's Attorneys are not entitled to receive, any portion of the Gross Settlement Payment. If that is the case, Claimant will return to the position Claimant was in prior to signing the Release, and none of the terms or conditions set forth in the Release will be enforceable against Claimant or Respondent. Moreover, this Release shall not become binding and enforceable until signed by all Parties and approved by an arbitrator mutually selected by the Parties.

II. GENERAL RELEASE

A. General Release of Wage and Hour Claims

In exchange for the consideration set forth above in Section I. and other good and sufficient consideration set forth herein, Claimant, for and on behalf of Claimant individually and Claimant's heirs, executors, trustees, administrators, representatives, spouses, and assigns, if

any, hereby fully, finally, completely, and forever releases, discharges, acquits, and relinquishes Respondent and all its past, present or future predecessors, successors, parent entities, subsidiaries, sister entities, divisions, partners, joint venturers, licensees, related or affiliated companies (whether foreign or domestic), officers, directors, principals, employees, shareholders, owners, controlling persons, partners, contractors, consultants, general or limited partners, agents, servants, attorneys, indemnitors, insurers, reinsurers, representatives, fiduciaries, heirs, executors, agents and assignees (collectively the “Released Parties”), jointly and/or severally, from any and all claims, actions, demands, injuries, harm, damages, liabilities, penalties, costs, losses, expenses, attorneys’ fees, causes of action of whatever kind or character and/or other detriment, if any, whether now known or unknown, asserted or unasserted, that a Claimant ever had, now has, or which the Claimant shall, can, or may have through the Claimant’s execution of this Agreement under the Fair Labor Standards Act, state or local laws regulating wages, and claims at common law or equity related in any way to the amount of money paid by Dollar General to Claimant or claims for money owed to Claimant, including but not limited to misclassification, off the clock, failure to pay minimum wage or overtime, miscalculation of regular rate or overtime pay, wage statement violations, final pay violations, unpaid meal or rest breaks, and interrupted meal or rest periods (including associated penalties and derivative claims), regardless of the forum in which it might be brought, if any, arising from or in any way connected with Claimant’s employment with Dollar General, including all claims that were or could have been brought with these Claims (“Released Claims”).

B. California General Release of Wage and Hour Claims

If Claimant presently resides in or worked for Dollar General in California, the following additional provisions apply: General Release Extends to Both Known and Unknown, Suspected

and Unsuspected Released Wage and Hour Claims: Claimant irrevocably and unconditionally releases all the wage and hour claims Claimant now has and/or may have against any of the Released Parties through the date of execution of this Release. This release is intended to be effective as a general release of and bar to all wage and hour claims stated in this Release, including claims that Claimant does not know about or does not suspect. Claimant understands the significance of this release of unknown and unsuspected wage and hour claims, and Claimant expressly waives all statutory rights limiting the effect of a release of unknown or unsuspected wage and hour claims, including the protection of California Civil Code Section 1542, which states as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Claimant further acknowledges and agrees that California Labor Code Section 206.5 is not applicable to the resolution of this matter. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

C. Claimant Has Been Fully Paid; Claims Are Disputed

In connection with the foregoing Sections II.A. & B., Claimant acknowledges, agrees, represents and warrants to the Released Parties, and each of them, that at all times relevant to Claimant’s actual or alleged employment with the Company and/or any of the Released Parties, and upon the execution and performance of this Release, Claimant has been fully and properly paid for all time worked, received all required breaks in accordance with state and federal laws, to the extent applicable, has been reimbursed for any business expenses incurred by Claimant during Claimant’s employment, and that there is and has at all times been a genuine, reasonable

and good faith dispute between the Parties with respect to the foregoing.

D. Release of the PAGA Claims and Approval of the PAGA Settlement

Claimant, for and on behalf of Claimant individually and Claimant's heirs, executors, trustees, administrators, representatives, spouses, and assigns, if any, hereby fully, finally, completely, and forever releases, discharges, acquits, and relinquishes Released Parties from any and all PAGA Claims ("PAGA Release").

The Claimant will send a written notice of alleged PAGA violations to the Labor Workforce Development Agency ("LWDA") pursuant to California Labor Code § 2699.3(a)(1) (a "PAGA Notice"). Thereafter, the Claimant's Counsel and Respondent's Counsel will jointly seek to obtain an order ("Order") approving of the payment of PAGA penalties as described in this Release by way of a stipulation or unopposed motion to be presented, as set forth below in Section IX., to the Arbitrator (defined below in Section IX.) and/or if necessary to a Court of competent jurisdiction. Thereafter, Claimant will submit to the LWDA, through any manner and/or means directed by that agency: copies of this Release; any stipulated or unopposed motion to the Arbitrator and/or if needed a Court of competent jurisdiction for approval of the settlement of PAGA penalties; and any Order approving the payment of PAGA penalties.

The Parties agree to use their best efforts to expedite, and fully cooperate in, the drafting and/or filing of any documents reasonably necessary to be prepared or filed, shall take all steps that may be requested by the LWDA and/or the Arbitrator, and/or if needed a Court of competent jurisdiction, relating to or that are otherwise necessary to the approval and implementation of the payment of PAGA penalties as described in this Release.

III. DISMISSAL OF CLAIMS

Claimant agrees to dismiss with prejudice all claims or charges, if any, of any kind whatsoever under any federal or state wage and hour statute or law, which Claimant has filed against any and all of the Released Parties with any state or federal court, agency, tribunal, or department, or any private arbitration forum, including the American Arbitration Association, and including but not limited to these Claims. Claimant hereby authorizes Claimant's Attorneys to execute on Claimant's behalf any and all stipulations, motions or other documents to effectuate same. Claimant hereby covenants and promises that, except as may be provided herein, Claimant will not file any additional claims, arbitration proceedings, or lawsuits against the Released Parties, or any of them, for any alleged acts, omissions, and/or events, whether now known or unknown, which have or may have occurred prior to the date of execution of this Release by Claimant.

Claimant further agrees that any and all sums paid or provided to Claimant in consideration for this Release will be forfeited and become immediately due and payable to Dollar General in the event Claimant asserts any claim, demand, or cause of action, including any cause of action for indemnity and contribution or third-party action, arising out of, resulting from, or in any way related to any of the claims encompassed within this Release, or any action to set aside, invalidate, or void this Release, except as a result of Dollar General's alleged breach of this Release. Claimant further agrees that a breach of the covenant set forth in this Section will entitle Dollar General and/or Released Parties to a full recovery in an action for damages, including, but not limited to, recovery of its or their costs, expenses, and attorneys' fees for investigation, prosecution or defense of any action brought in breach of this covenant as allowed by law. Such recovery of monies shall not otherwise affect the enforceability of this Release or

of other individual promises contained in this Release.

Nothing in this Release shall limit Claimant's right to communicate with any investigative agency (including, but not limited to, asserting a complaint therewith), or participate in an investigation or proceeding conducted by any investigative agency. This Release does, however, waive and release any right by Claimant to recover damages under the Fair Labor Standards Act and any state or local wage and hour law with respect to any claim released hereby or arising out of Claimant's employment with Dollar General.

IV. CLAIMANT'S REPRESENTATION BY CLAIMANT'S ATTORNEYS

Claimant has been represented with regard to the Claims and the PAGA Claims by Keller Lenkner and Troxel Law. Keller Lenkner and Troxel Law acknowledge that they have authority to negotiate on behalf of and bind all of Claimant's Attorneys (as defined herein in footnote 2, *supra*) related to the Claims, the PAGA Claims, and/or the claims released by this Release. By signature to this Release, Keller Lenkner and Troxel Law acknowledge that all claims for attorneys' fees, costs, or other recoverable expenses that Keller Lenkner and Troxel Law (including, but not limited to attorneys Travis Lenkner, Warren Postman, Sean Duddy, and Jeremy Troxel) and Claimant's Attorneys may hold independently against the Released Parties, or any of them, are satisfied by the consideration paid, and Keller Lenkner and Troxel Law, on their behalves and the behalf of Claimant's Attorneys, hereby releases any claims they have or might have against the Released Parties, or any of them, for all such monies.

Claimant, Keller Lenkner, and Troxel Law also represent that no other attorney or firm is associated with or in joint-representation with Keller Lenkner and Troxel Law in connection with the Claims, the PAGA Claims, and the claims released by this Release, and that they have no knowledge of any other firm representing Claimant in connection with the Claims, the PAGA

Claims, and the claims released by this Release. Claimant hereby represents and warrants that Claimant has full authority to release all claims referenced herein against Released Parties, including but not limited to those claims associated with the Claims, the PAGA Claims, and the claims released by this Release, and that Claimant has not assigned or otherwise transferred to any other person or entity (other than Claimant's agreement with Claimant's Attorneys whose claims, if any, are fully and finally satisfied by this Release) any interest in any claim, demand, recovery, settlement proceeds, action and/or cause of action Claimant has, may have, or may claim to have against any Released Party. Claimant agrees to indemnify and hold harmless the Released Parties from any and all injuries, harm, damages, costs, losses, expenses, and/or liability, including reasonable attorneys' fees and costs, incurred as a result of any claims or demands which may hereafter be asserted against any Released Party by, through, or by virtue of an assignment or other transfer by Claimant and/or assignment to any of Claimant's Attorneys.

Further, Keller Lenkner and Troxel Law represent and warrant that they have full authority to release all claims for attorneys' fees, costs and expenses incurred by Claimant and Claimant's Attorneys as associated with the Claims, the PAGA Claims, and the claims released by this Release, and that they have full authority to negotiate a settlement amount that provides for payment of attorneys' fees, costs, or expenses to Claimant's Attorneys, and that there is no interest in attorneys' fees, costs, or expenses on behalf of Claimant related to the Claims, the PAGA Claims, or the claims released by this Release that is not settled by this Release. Further Claimant's Attorneys represent and warrant that they have not assigned or otherwise transferred to any other person or entity any interest in any claim, demand, recovery, settlement proceeds, action and/or cause of action they have, may have, or may claim to have against any Released Party that are not settled by this Release. Keller Lenkner and Troxel Law agree to indemnify and

hold harmless the Released Parties from any and all injuries, harm, damages, costs, losses, expenses, and/or liability, including reasonable attorneys' fees, court costs, and expenses incurred as a result of any claims or demands which may hereafter be asserted against any Released Party by, through, or by virtue of a right to ownership, an assignment or other transfer by Claimant's Attorneys of the attorneys' fees, costs, and expenses that may be recovered based upon Claimant's claims in the Claims, the PAGA Claims, and/or the claims released by this Release.

V. CONFIDENTIALITY BY CLAIMANT

(a) Unless these provisions in this Section V.(a) are prohibited by applicable law: As an essential and material consideration to the payment of sums pursuant to this Release, Claimant represents and agrees that Claimant has not as of the date of this Release, and will not in the future, disclose this Release, its terms and conditions, or the settlement amount received by Claimant, or allude to any settlement range or description thereof, to any third person, entity, or government organization and that all such matters shall remain strictly confidential and shall not be disclosed or alluded to in any manner, except as provided in Sub-Section V.(b), other than to Claimant's spouse (if any), accountants, the IRS, and/or Claimant's Attorneys (the "Authorized Persons"). It is agreed that a breach of these covenants in Section V., through disclosure to a person to whom disclosure is not permitted shall constitute a breach of this entire Release and that any Authorized Person to whom this Release or its terms are disclosed shall be shown this Section and instructed to comply with its terms. Disclosure of this Release or its terms to any unauthorized person by an Authorized Person shall constitute a breach by Claimant. Claimant further represents that Claimant has not already disclosed this Release or its terms and conditions to any third person, other than possibly those persons described above and that, in such an event,

they have advised them of these covenants.

Damages for a Claimant's breach of this confidentiality provision of this Section V. shall be limited to the amount of Claimant's Gross Settlement Payment reference in Section I., plus the amount, if any, that Claimant received as an additional final distribution from Dollar General.

Further, Claimant agrees that neither Claimant nor Claimant's agents will, by actual name, fictitious name, or anonymously, post any comment about the resolution of this case or rulings in this case on any internet chat room, forum, blog, bulletin board, social media websites, or other public domain.

(b) Unless these provisions in this Section V.(b) are prohibited by applicable law: Except as noted in Sub-Section V.(a), the only authorized communication by Claimant relating to the settlement of the lawsuit to any third person, without written approval by Dollar General, will be the statement that "the matter was resolved."

(c) No provisions in Section V. are intended to impose upon Claimant the obligation to resist a court order, government order, or subpoena mandating disclosure of this Release or its terms. However, if this Release is intended to be offered for any purpose or pursuant to any compelled production, Claimant agrees to notify Dollar General in writing at least ten (10) business days in advance of the production of the Release to permit Dollar General to file protective motions, as necessary. Claimant agrees to notify Dollar General as follows: Attention: Melanie Cook, Vice President and Assistant General Counsel, Dollar General Corporation, 100 Mission Ridge, Goodlettsville, Tennessee 37072-2170.

VI. STATEMENT

Claimant, as a current employee of Defendant, is required to execute a statement related to Claimant's current job position for Dollar General, as attached hereto as Appendix A, which

Claimant confirms is a true and correct statement.

VII. NO ADMISSION OF WRONGDOING OR LIABILITY

This Release, the offer of this Release, and compliance with this Release shall not constitute or be construed as an admission by the Respondent or Released Parties, or any of them individually, of any wrongdoing or liability of any kind or an admission of any violation of the rights of Claimant, but rather, such liability or wrongdoing is expressly denied. This Release shall not be admissible in any judicial, administrative or other proceeding or cause of action as an admission of liability or for any purpose other than to enforce the terms of this Release, and then, any such submission shall be tendered confidentially, *in camera*, or under seal.

VIII. TAX CONSEQUENCES

Claimant acknowledges and agrees that Dollar General, Dollar General's Counsel, Released Parties, and Claimant's Attorneys have not made any representations to Claimant regarding the tax consequences of any amounts received by Claimant pursuant to this Release. Claimant may consult with Claimant's tax advisors regarding the tax consequences of this Releases, including but not limited to any payments provided or tax reporting obligations resulting therefrom. Claimant agrees that Claimant shall be solely responsible for payment of all (and that Respondent, Dollar General's Counsel, Released Parties, and Claimant's Attorneys shall have no liability or responsibility whatsoever for payment) of Claimant's personal tax liabilities due, including federal, state and local taxes, interest and penalties, which are or may become due, on: Claimant's portion of any and all tax consequences applicable to any amounts Claimant is paid as wages, for which the Settlement Administrator will issue an IRS Form W-2 to Claimant; and the portion of the Claimant's settlement amount considered non-wages, for which the Settlement Administrator will, where appropriate, issue an IRS Form 1099 to

Claimant. Claimant agrees to indemnify, defend, and hold harmless the Released Parties from any claims, demands, deficiencies, assessments, executions, judgments, or recoveries by any governmental entity against any of the Released Parties for any amounts claimed due with respect to the payment referenced above in Section I. or pursuant to claims made under any federal, state or local tax laws, and any costs, expenses or damages sustained by the Released Parties, or any of them, as a result of the payments referenced above in Section I., including attorney's fees and costs, in the event the Released Parties, or any of them individually, are required to file suit or take other legal action to enforce this Section VIII. Claimant agrees to comply with reasonable requests for information or documents needed by Claimant's Attorneys or Respondent to report payments related to this Release to the appropriate tax authorities as required by law.

IX. ARBITRATOR APPROVAL OF RELEASE AND MODIFICATIONS TO ARBITRATION AGREEMENT

The Parties entered into a mutual binding arbitration agreement, the Dollar General Employee Arbitration Agreement (herein "Arbitration Agreement"), pursuant to which Claimant's Claims and PAGA Claims have been asserted, and for purpose of this Release, the Parties agree the Claims and the PAGA Claims are covered by the Arbitration Agreement. **To the extent that the Parties have not entered into an Arbitration Agreement, the Parties agree to the terms and provisions of the Arbitration Agreement as amended herein for the limited purpose of the approval of this Release, including the release of the Claims and the PAGA Claims, by the appointed Arbitrator as set forth herein.** The Parties incorporate the terms of the Arbitration Agreement into this Release as though set forth fully herein, and further, by mutual assent and agreement, amend the Arbitration Agreement, for the purpose of this Release only, as follows:

1. The Parties agree to waive the requirements under the Arbitration Agreement for either Party to file a written notice of intent to arbitrate ("Demand") with the American Arbitration Association ("AAA"), and that the AAA administer any arbitration, with respect to the approval of the Release.
2. The Parties will select an arbitrator ("Arbitrator") by mutual agreement for the sole and limited purposes of determining:
 - a. Whether this Release is entitled to approval to the extent otherwise required or allowed to be determined by a court or agency of competent jurisdiction under the Fair Labor Standards Act and any other applicable state or local law, including as to any specified award of attorneys' fees and costs, and to deliver a decision and award on this limited issue; and,
 - b. As referenced in Section II.D., whether the payment of PAGA penalties is entitled to approval to the extent otherwise required or allowed to be determined by a court or agency of competent jurisdiction under PAGA, and to deliver a decision and award on this issue.
 - c. Without limiting the foregoing in any way, and by way of clarification only, the Parties agree that the Arbitrator does not have any jurisdiction or authority other than as expressly set forth herein, including without limitation no jurisdiction or authority to rule on the underlying merits of Claimant's allegations, and that the Arbitrator is appointed for the sole and limited issues set forth herein.
 - d. The Parties agree that for the purpose of the determinations to be made by the Arbitrator as set forth herein in relation to the approval of the payment of PAGA penalties, the Arbitrator will follow and apply the California Labor Code Private Attorneys General Act, Labor Code §§ 2699 et seq. ("PAGA"). Moreover, the Parties agree that for the purpose of the determination to be made by the Arbitrator as set forth herein in relation to the approval of the Release, the Arbitrator will follow and apply the Federal Rules of Civil Procedure and the Federal Rules of Evidence. The Parties agree that for the purpose of the determinations to be made by the Arbitrator as set forth herein no administrative or procedural rules promulgated by the AAA or any other organization will be applied or followed.
3. The Parties agree to be bound by the Arbitrator's decision in relation to the approval of the release of Claims, and waive any challenge to the authority or enforceability of the Arbitrator's decision and award, and any such decision and award will be given the same force and effect as if rendered as an order and judgment by a court or agency of competent jurisdiction. The Parties further agree that confirmation of the Arbitrator's decision and award by a court or any agency in relation to the approval of the release of Claims is not required for it to have

such force and effect. However, if the Arbitrator does not approve the payment of PAGA penalties, or the LWDA does not accept the Arbitrator's approval of the payment of PAGA penalties and demands the approval by a Court of competent jurisdiction, the Parties will cooperate in obtaining through written stipulation or unopposed motion such an Order from a Court of competent jurisdiction as outlined in Section II.D, *supra*.

4. The Parties agree that the Arbitrator may not award attorneys' fees and/or costs different than those separately negotiated by the Parties, and that the Arbitrator's jurisdiction and authority related to attorneys' fees and costs is limited to deciding whether the negotiated amounts are approved to the extent required under applicable law. Similarly, the Parties agree that the Arbitrator may not award the payment of PAGA penalties different than those separately negotiated by the Parties, and that the Arbitrator's jurisdiction and authority related to the payment of PAGA penalties is limited to deciding whether the negotiated amounts are approved to the extent required under applicable law.
5. The Parties agree that no discovery of any type is permitted and that the Arbitrator has no jurisdiction or authority to allow any type of discovery to be conducted.
6. The Parties agree that Respondent alone shall bear the arbitrator and/or judicial costs and fees incurred for the approval process set forth in paragraphs 2 & 3 of this Section IX.

X. CHOICE OF LAW AND SEVERANCE OF INVALID, ILLEGAL OR UNENFORCEABLE TERMS

The Parties agree that the terms of this Release are contractual in nature and not merely recitals and shall be governed and construed in accordance with the laws of the State of Tennessee, without regard to conflicts of law. The Parties further agree that should any part of this Release be declared or determined to be illegal, invalid, or unenforceable, the Parties intend the legality, validity, and enforceability of the remaining parts and Sections shall not be affected thereby, and said illegal, invalid or unenforceable part or Sections shall be deemed not to be a part of this Release.

XI. BINDING ON SUCCESSORS AND ASSIGNS

This Release shall be binding upon and the benefits shall inure to Claimant and Claimant's heirs and to the Released Parties, and their successors and assigns.

XII. ACKNOWLEDGMENT OF AUTHORITY

Each party hereto represents and warrants that they have full authority to bind the party represented.

XIII. NO WAIVER

No waiver of any of the terms of this Release shall be valid unless in writing and signed the party to this Release against whom such waiver is sought to be enforced. The waiver by any party hereto of any provision of this Release shall not operate or be construed as a waiver of any subsequent breach by any party, nor shall any waiver operate or be construed as a rescission of this Release.

XIV. ENTIRE AGREEMENT

Claimant agrees that in executing this Release Claimant does not rely and has not relied on any document, representation, or statement, whether written or oral, other than those specifically set forth in this written Release and Claimant's Statement attached hereto as Appendix A. Claimant and Respondent agree that this Release and Claimant's Statement attached hereto as Appendix A constitute the entire agreements between Claimant and Respondent, and supersedes any and all prior agreements or understandings, written or oral, pertaining to the subject matter of this Release. No oral understandings, statements, promises, or inducements contrary to the terms of this Release exist. This Release and Claimant's Statement attached hereto as Appendix A cannot be changed or terminated orally, but may be changed only through written addendum executed by the Parties.

XV. NO PARTY TO BE DEEMED THE DRAFTER

This Release is the product of arm's length negotiations between the Parties and their counsel, and no party shall be deemed to be the drafter of any provision or the entire Release.

The wording in this Release was reviewed and accepted by all Parties after reasonable time to review with legal counsel, and no Party shall be entitled to have any wording of this Release construed against the other Party as the drafter of the Release in the event of any dispute in connection with this Release.

XVI. VOLUNTARY INFORMED ACCEPTANCE OF TERMS

The Parties declare that the terms of this Release have been completely read, are fully understood, and are voluntarily accepted, after complete consideration of all facts and their legal rights, of which they have been fully advised by their respective attorneys for the purpose of making a full and final compromise, adjustment, and settlement of any and all claims, disputed or otherwise, that each may have against the other.

IN WITNESS WHEREOF, the Parties have executed this Release as follows:

Claimant _____

Last Four digits of Claimant's Social Security No. _____

Date: _____

APPROVED AS TO FORM AND SUBSTANCE, INCLUDING BUT NOT LIMITED TO
AND SPECIFICALLY AGREED TO, FOOTNOTE 2 AND AS TO SECTIONS: IV. and XII.

By: _____
Travis Lenkner
Keller Lenkner LLC
150 North Riverside Plaza, Suite 4270
Chicago, IL 60606

On behalf of Keller Lenkner LLC
Attorneys for Claimant

Date: _____

AND

By: _____
Jeremy Troxel
Troxel Law, LLP
195 Montague Street, 14th Floor
Brooklyn, NY 11201

On behalf of Troxel Law, L.P.
Attorneys for Claimant

Date: _____

AGREED ON BEHALF OF DOLLAR GENERAL CORPORATION:

By: _____
Melanie Cook
Vice President and Assistant General Counsel
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Date: _____

APPROVED AS TO FORM AND SUBSTANCE

Joel S. Allen
Amy Turk
McGuireWoods LLP
Attorneys for Respondent

Date: _____