

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI**

If You Bought Certain Dollar General DG Auto Brand Motor Oil Product(s) Between September 1, 2010 And December 31, 2017, You Could Get a Payment From A Class Action Settlement.

This is not a solicitation from a lawyer. A Court authorized this Notice.

- A Settlement has been reached with Dollar General Corporation, Dolgencorp, LLP, and DG Retail, LLC (“Dollar General”) in a Class Action Lawsuit claiming that Dollar General deceptively marketed, advertised, and sold DG Auto motor oils that were obsolete and potentially harmful to automobiles. Dollar General denies any wrongdoing.
- Under the Settlement, Dollar General agrees to provide up to a maximum of \$28,500,000 to Settlement Class Members who submit Valid Claims. Dollar General also agrees to refrain from selling certain motor oil and to add additional oversight measures.
- You are included in the Settlement Class if you live in the United States and purchased any of the following DG Auto motor oils for personal use, not for resale, between September 1, 2010 and December 31, 2017:
 - DG SAE 10W-30 (SF specification) for use in vehicles manufactured after 1988; and/or
 - DG SAE 10W-40 (SF specification) for use in vehicles manufactured after 1988; and/or
 - DG SAE 30 (SA specification) for use in vehicles manufactured after 1930.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

Submit a Claim Form	The only way to get a payment. Claims for Refund Benefits must be submitted no later than June 8, 2021. Claims for Property Damage Benefits must be submitted no later than August 23, 2021.
Do Nothing	Get no payment. Give up rights.
Exclude Yourself	Get out of the Settlement. Get no money. This is the only option that allows you to ever be part of any other lawsuit against Dollar General about the claims in this lawsuit. Requests to be excluded must be submitted no later than May 10, 2021.
Object	Write the Court and explain why you don’t think the Settlement should be approved. Objections must be submitted no later than May 10, 2021.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement. The Final Approval Hearing is scheduled for June 22, 2021, in Kansas City, Missouri

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

Basic Information Page 3

1. Why did I get this Notice?
2. What is this case about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know if I am included in the Settlement?

The Settlement Benefits Page 4

6. What does this Settlement provide?
7. What can I get from the Settlement?
8. How do I get a payment?
9. When will I receive my payment?
10. What am I giving up to get a payment or stay in the Settlement Class?
11. Will the Class Representatives receive compensation?

Exclude Yourself..... Page 7

12. How do I exclude myself from the Settlement?
13. If I do not exclude myself, can I sue later?
14. If I exclude myself, can I get money from the Settlement?

The Lawyers Representing You Page 8

15. Do I have a lawyer in the case?
16. How will the lawyers be paid?

Objecting to the Settlement Page 9

17. How do I tell the Court that I do not like the Settlement?
18. What is the difference between objecting and asking to be excluded?

The Final Approval Hearing Page 10

19. When and where will the Court decide whether to approve the Settlement?
20. Do I have to come to the hearing?
21. May I speak at the hearing?

Do Nothing Page 10

22. What happens if I do nothing at all?

Get More Information..... Page 10

23. How do I get more information about the Settlement?

BASIC INFORMATION

1. Why did I get this Notice?

You received this Notice because you may be a Settlement Class Member, meaning that you purchased certain Dollar General DG Auto motor oil Products between September 1, 2010 and December 31, 2017. The specific types of DG Auto motor oil are listed in Question 5 below.

The Court authorized this Notice because you have a right to know about the proposed Settlement and your rights and options before the Court decides whether to approve the Settlement.

This Notice explains the nature of the lawsuits and claims being settled, your legal rights, what Benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Western District of Missouri. The case is known as *In re: Dollar General Corp. Motor Oil Marketing and Sales Practices Litig.* The people who sued are called the “Plaintiffs,” and the companies they sued, Dollar General Corporation, Dolgencorp, LLC, and DG Retail, LLC, are called the “Defendants.”

2. What is this case about?

Plaintiffs claim that Dollar General’s DG Auto motor oil sold between 2010 and 2017 is considered “obsolete”, in that it is unsuitable, harmful, and ineffective as a motor oil for automotive engines made after 1988 in the case of DG Auto SAE 10W-30 and 10W-40 and after 1930 in the case of DG Auto SAE 30. The Plaintiffs allege that they were misled by Dollar General’s labeling and placement of the DG Auto motor oil in the store and this caused them to purchase the DG Auto motor oil Products believing they were suitable for use in their vehicles. Dollar General denies these claims.

3. Why is this a class action?

In a class action, people called “Class Representatives” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a Settlement. By agreeing to a Settlement, both sides avoid the cost and risk of a trial, compensation will be made available to the Settlement Class Members, and Dollar General will no longer sell the Products and will add additional oversight measures. The Class Representatives, Defendants, and their attorneys believe the Settlement is in the best interest of the Settlement Class Members.

5. How do I know if I am included in the Settlement?

The Settlement Class includes all Persons in the United States who, between September 1, 2010 and December 31, 2017, for personal use and not for resale, purchased Defendants’ DG-branded motor oil, DG SAE 10W-30 (SF specification) and/or DG SAE 10W-40 (SF specification) for use in vehicles manufactured after 1988, and/or DG SAE 30 (SA specification) for use in vehicles manufactured after 1930. Excluded from the Settlement Class are: (a) Dollar General, its officers, directors, agents, trustees, corporations, trusts, representatives, employees, successors, assigns, or other Persons or entities related to or affiliated with Dollar General and/or their officers and/or directors; (b) Judges, justices, magistrates or judicial officers presiding over this matter and their immediate family members and staff; (c) Counsel for Plaintiffs in the lawsuits that comprise this MDL and their employees; and (d) any Settlement Class Member who files a valid, timely Opt-Out request.

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit www.DGmotoroilsettlement.com, or write with questions to the Settlement Administrator, In re Dollar General Corp., c/o Settlement Administrator, P.O. Box 559, Warminster, PA 18974-0559, or call toll free **1-833-326-0769**.

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The Settlement, if approved by the Court, will provide the following Benefits:

1. **Changed Business Practices:** Defendants have agreed to stop selling obsolete motor oil under its DG Auto label. Defendants have also agreed to add additional oversight to the quality and labeling and packaging requirements for its automotive Products.
2. **Cash Payments to individuals who submit Valid Claim Forms:** Defendants have agreed to pay a maximum of \$28,500,000 for valid Refund Benefits and Property Damage Benefits Claims (see Question 7) on a claims-made basis for Settlement Class Members who purchased the types of DG Auto motor oil involved in this case. Refund Benefits may be for either a partial or full refund, depending on whether you have Proof of Purchase. Property Damage Benefits are available to reimburse Settlement Class Members for property damage as a result of using the DG Auto motor oil in a motor vehicle built after 1988 if SF specification motor oil was used or after 1930 if SA specification motor oil was used. The amount available depends on many factors including vehicle age, vehicle mileage, damage sustained, and type of documentation provided.

In addition, Defendants will pay for the costs associated with this Notice and the administration of the Settlement, attorneys' fees and expenses for Class Counsel awarded by the Court (see Question 16), and Service Awards to the Class Representatives awarded by the Court (see Question 11). Payments for Notice, administration, attorneys' fees and expenses and Service Awards are made separate from the amounts to be paid to Settlement Class Members who submit Valid Claims for Refund Benefits and/or Property Damage Benefits.

Full details about the proposed Settlement are found in the Settlement Agreement, which is available at www.DGmotoroilsettlement.com.

7. What can I get from the Settlement?

Settlement Class Members may submit a Claim Form for Refund Benefits (Partial Refund Benefits or Full Refund Benefits) and for Property Damage Benefits.

Refund Benefits

Partial Refund Benefits	<p>Settlement Class Members who purchased the DG Auto motor oil Products but do not have Proof of Purchase may submit a Claim Form for Partial Refund Benefits.</p> <ul style="list-style-type: none"> • Settlement Class Members who submit a Valid Claim Form for Partial Refund Benefits Without Proof of Purchase may claim \$1.68 per quart of DG Auto motor oil purchased up to 10 quarts (a total of up to \$16.80). • Partial Refund Benefits are limited to 1 Claim Form per Household. • You must choose between Partial Refund Benefits and Full Refund Benefits. You may not submit a Claim Form for both Partial and Full Refund Benefits.
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Full Refund Benefits	<p>Settlement Class Members who purchased the DG Auto motor oil Products and have Proof of Purchase may submit a Claim Form for Full Refund Benefits.</p> <ul style="list-style-type: none"> • Settlement Class Members who submit a Valid Claim Form for Full Refund Benefits With Proof of Purchase may claim the actual amount paid for the DG Auto motor oil purchased for which you have proofs of purchase. • Proof of Purchase is a receipt, the original UPC code removed from the bottle with time and date stamped photos of the front and back label of each Product taken after removal of the UPC code, or other documentation that reasonably establishes the fact and date of purchase of the Product(s) during the Class Period in the United States. • You must choose between Partial Refund Benefits and Full Refund Benefits. You may not submit a Claim Form for both Partial and Full Refund Benefits.
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Property Damage Benefits

Settlement Class Members seeking reimbursement for property damage as a result of using the DG Auto motor oil in a motor vehicle built after 1988 if 10W-30 or 10W-40 specification motor oil was used or after 1930 if SAE 30 motor oil was used may submit a Claim Form for Property Damage Benefits. You may seek Property Damage Benefits in addition to either Partial Refund or Full Refund Benefits.

You must complete the Property Damage Benefits Claim Form and include the following documentation with your Property Damage Claim Form:

- proof of ownership of the vehicle at the time you claim it was damaged
- contemporaneous repair receipts, estimates, or work orders
- affidavit from the mechanic or other person who diagnosed your vehicle's damage
 - If your vehicle damage was diagnosed by an ASE-certified mechanic, you must include an affidavit with the following information:
 - that s/he personally repaired or diagnosed the damage to your vehicle through physical inspection of the vehicle at the time the engine damage occurred,
 - a statement that no other obvious cause of damage was identified, and
 - a narrative explanation as to how s/he is able to make the diagnosis and how s/he is able to assert that it was the use of the DG Auto motor oil that caused the damage rather than other causes.
 - If your vehicle damage was diagnosed by someone other than an ASE-certified mechanic, you must include an affidavit with the following information:
 - a statement that no other obvious cause of damage was identified,
 - a list of relevant experience supporting his/her ability to make the diagnosis, and
 - a narrative explanation as to how s/he is able to make the diagnosis and how s/he is able to assert that it was the use of the DG Auto motor oil that caused the damage rather than other causes.

Property Damage Benefits with ASE-Certified Mechanic Affidavit	<p>Settlement Class Members who submit a Property Damage Benefits Claim Form with the required information including an affidavit from an ASE-certified mechanic may be entitled to a one-time cash payment as follows, depending on the vehicle damage:</p> <ul style="list-style-type: none"> • Up to \$2,250 if the vehicle was (a) model year 2010 or later and (b) had less than 100,000 miles on it at the time of the engine damage; • Up to \$1,250 if the vehicle was (a) model year 2000-2009 or (b) had between 100,001 and 200,000 miles on it at the time of the engine damage or (c) meets one of the criteria of the above but not both; or • Up to \$750 if the Claim otherwise qualifies but does not meet the criteria for the first two groups.
Property Damage Benefits without ASE-Certified Mechanic Affidavit	<p>Settlement Class Members who submit a Property Damage Benefits Claim Form with the required information including an affidavit from someone other than an ASE-certified mechanic may be entitled to a one-time cash payment as follows, depending on the vehicle damage:</p> <ul style="list-style-type: none"> • Up to \$500 if the vehicle was (a) model year 2010 or later and (b) had less than 100,000 miles on it at the time of the engine damage; • Up to \$350 if the vehicle was (a) model year 2000-2009 or (b) had between 100,001 and 200,000 miles on it at the time of the engine damage or (c) meets one of the criteria above but not both; or • Up to \$250 if the Claim otherwise qualifies but does not meet the criteria for the first two groups.

8. How do I get a payment?

To receive a payment you must submit a Claim Form. You can download a Claim Form for Refund Benefits and/or for Property Damage Benefits at www.DGmotoroilsettlement.com or you can call the Settlement Administrator, at **1-833-326-0769**.

Refund Benefits Claim Forms must be submitted online by **June 8, 2021 at 11:59 p.m. Central Time** or mailed to In re Dollar General Corp., c/o Settlement Administrator, P.O. Box 559, Warminster, PA 18974-0559, postmarked no later than **June 8, 2021**. For Full Refund Benefits, you must submit Proof(s) of Purchase with your Claim Form and mail them to In re Dollar General Corp., c/o Settlement Administrator P.O. Box 559, Warminster, PA 18974-0559 via first class mail.

Property Damage Benefits Claim Forms must be submitted online by **August 23, 2021 at 11:59 p.m. Central Time** or mailed to In re Dollar General Corp., c/o Settlement Administrator, P.O. Box 559, Warminster, PA 18974-0559, postmarked no later than **August 23, 2021**. For Property Damage Benefits, you must include the required documentation listed on the Claim Form, including an affidavit from a mechanic or the person who diagnosed your vehicle damage as from the use of the DG Auto motor oil. Sample affidavits are available for download at www.DGmotoroilsettlement.com.

9. When will I receive my payment?

The Court will hold a Final Approval Hearing on **June 22, 2021**, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. Settlement payments will be made if and when the Court grants approval to the Settlement and any appeals are resolved. The process can take time. Please be patient.

10. What am I giving up to get a payment or stay in the Settlement Class?

Unless you exclude yourself, you will be included in the Settlement Class. If the Settlement is approved, all of the Court’s orders will apply to you and will legally bind you. By staying in the Settlement Class, you will be eligible to receive Benefits of the Settlement, but you won’t be able to sue, continue to sue, or be part of any lawsuit against the Defendants for the issues and claims resolved by the Settlement. The “Release” section in the Settlement Agreement describes the legal claims that you release if you remain in the Settlement Class. The Settlement Agreement can be found at www.DGmotoroilsettlement.com.

11. Will the Class Representatives receive compensation?

Yes. Plaintiffs will request a Service Award of up to a maximum total amount of \$135,000 in the aggregate, to compensate them for their services as Class Representatives and their efforts in bringing the Lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

EXCLUDE YOURSELF

12. How do I exclude myself from the Settlement?

If you do not want any of the Benefits from the Settlement, and you want to keep the right to sue or continue to sue the Defendants on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement. This is sometimes referred to as “opting out” of the Settlement Class.

To exclude yourself from the Settlement Class, you must complete the online exclusion form at the Settlement Website no later than **May 10, 2021 by 11:59 p.m.**, or download and submit the exclusion form or a written request for exclusion, postmarked no later than **May 10, 2021** to:

In re Dollar General Corp.
c/o Settlement Administrator
P.O. Box 559
Warminster, PA 18974-0559

Instructions on how to submit a request for exclusion are available at www.DGmotoroilsettlement.com or from the Settlement Administrator by calling **1-833-326-0769**.

13. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Defendants for the claims this Settlement resolves.

14. If I exclude myself, can I get money from the Settlement?

No. If you exclude yourself, you may not send in a Claim Form to ask for any money.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

Yes. The Court has appointed the following Counsel (together, "Class Counsel") to represent the interests of all Settlement Class Members:

Lead Class Counsel
Allan Kanner
Cynthia G. St. Amant
KANNER & WHITELEY, LLC

Liaison Counsel
Kenneth B. McClain
Kevin D. Stanley
HUMPHREY FARRINGTON &
MCCLAIN, P.C.

Mitchell Breit
SIMMONS HANLY
CONROY

Esther E. Berezofsky
Michael J. Quirk
MOTLEY RICE, LLC

Gillian Wade
Sara D. Avila
Marc Castaneda
MILSTEIN JACKSON
FAIRCHILD & WADE

M. Ryan Casey
THE CASEY LAW FIRM

David Futscher
FUTSCHER LAW PLLC

Stephen J. Nolan
SMITH, GILDEA & SCHMIDT,
LLC

John P. Zuccarini
LAW OFFICES OF JOHN P.
ZUCCARINI

Gerald H. Clark
Mark W. Morris
CLARK LAW FIRM, P.C.

Shpetim Ademi
Mark A. Eldridge
ADEMI LLP

Jed Chronic
MASCHKA, RIEDY, RIES &
FRENTZ LAW FIRM

A. Craig Eiland
THE LAW OFFICES OF A.
CRAIG EILAND, P.C.

Walter Daniels
THE DANIELS LAW FIRM,
P.C.

Brian Ku
Louis Mussman
KU & MUSSMAN, P.A.

Settlement Class Members will not be separately charged for these lawyers.

If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys' fees and Litigations expenses in an amount not to exceed \$10,000,000. The Court will make the final decision as to the amounts to be paid to Class Counsel and may award less than the amount requested by Class Counsel. Defendants will pay this amount separately and it will not reduce the amount of Benefits available to Settlement Class Members. Defendants have agreed not to oppose Class Counsel's application for fees and expenses that does not exceed this amount.

A copy of Class Counsel’s Application for Attorneys’ Fees and Expenses will be posted on the Settlement Website, www.DGmotoroilsettlement.com, before the Final Approval Hearing.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member and you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an Objection to the Court telling them why you do not think the Settlement should be approved.

Your Objection must be in writing and include all the following information:

- (i) The case name and number: *In re: Dollar General Corp. Motor Oil Marketing and Sales Practices Litig.*, Case No. 16-02709-MD-W-GAF, filed in the United States District Court for the Western District of Missouri.
- (ii) Your name, address, telephone number and, if available, your email address, and if represented by counsel, of your counsel.
- (iii) A statement that you have reviewed the definition of the Settlement Class and that you are a Settlement Class Member.
- (iv) The type of DG Auto motor oil purchased and the date (or approximate date) and location (city and state) of your purchase of DG Auto motor oil.
- (v) A written statement of all grounds for the Objection, accompanied by any legal support for such Objection.
- (vi) Whether you intend to appear at the Final Approval Hearing, either with or without counsel.
- (vii) All information required by the Claim Form.
- (viii) A detailed description of any and all evidence that you may offer at the Final Approval Hearing, including photocopies of any and all exhibits which you may introduce at the Final Approval Hearing, and the names and address of any witnesses you expect to testify.
- (ix) A detailed list of any other objections submitted by you or your counsel to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If neither you nor your counsel has objected to any other class action settlement in any court in the United States in the previous 5 years, you should affirmatively state so in the written materials provided in connection with the Objection to the Settlement.
- (x) Your signature.

Your Objection must be mailed to the three different addresses listed below and postmarked no later than **May 10, 2021**:

COURT	DEFENSE COUNSEL	CLASS COUNSEL
Clerk of Court United States District Court for the Western District of Missouri, Western Division Charles Evans Whittaker U.S. Courthouse 400 E. 9 th Street Kansas City, MO 64106	R. Trent Taylor, Esq. McGuire Woods LLP Gateway Plaza 800 East Canal Street Richmond, VA 23219 rtaylor@mcguirewoods.com	Cynthia St. Amant, Esq. Kanner & Whiteley, LLC 701 Camp Street New Orleans, LA 70130 c.stamant@kanner-law.com

If you do not submit your Objection with all requirements, or if your Objection is not postmarked by **May 10, 2021**, you will be considered to have waived all Objections and will not be entitled to speak at the Final Approval Hearing.

18. What is the difference between objecting and asking to be excluded?

Questions? Call **1-833-326-0769** or visit www.DGmotoroilsettlement.com

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class.

Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at 10:00 a.m. on **June 22, 2021**, at the United States District Court for the Western District of Missouri, Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, Missouri 46106, Courtroom 8A. The hearing may be moved to a different date, time or location without additional notice, so it is recommended that you periodically check www.DGmotoroilsettlement.com for updated information.

At the Hearing, the Court will consider whether the Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid, timely Objections, the Court will consider them and will listen to people who have asked to speak at the Hearing if the request was made properly. The Court will also consider the award of Attorneys' Fees and Expenses to Class Counsel and the request for Service Awards to the Class Representatives.

20. Do I have to come to the Hearing?

No, you are not required to come to the Final Approval Hearing. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Hearing at your own expense.

If you submit an Objection, you do not have to come to the Hearing to talk about it. If your Objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary.

21. May I speak at the Hearing?

Yes, you can speak at the Final Approval Hearing, but you must ask the Court for permission. To request permission to speak, you must file an Objection according to the instructions in Question 17, including all the information required.

You cannot speak at the Hearing if you exclude yourself from the Settlement Class.

DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case and you release the claims against Defendants discussed in Question 10.

GET MORE INFORMATION

23. How do I get more information about the Settlement?

This is only a summary of the Settlement. If you want additional information about this Lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees and Expenses, and more, please visit www.DGmotoroilsettlement.com or call 1-833-326-0769.

You may also contact the Settlement Administrator at In re Dollar General Corp., c/o Settlement Administrator, P.O. Box 559, Warminster, PA 18974-0559.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO
THE CLERK OF THE COURT OR THE JUDGE.**