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Superior Court of California
County of Los Angeles

JUN 10 2015

Sheri R. Carter, Executive Officer/Clerk
By Steve Temblador, Deputy

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2 YEROUSHALMI & ASSOCIATES
9100 Wilshire Boulevard, Suite 240W
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5 Attorneys for Plaintiff
CONSUMER ADVOCACY GROUP, INC.

6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF LOS ANGELES

9 CONSUMER ADVOCACY GROUP, INC.,
in the public interest,

Case No. BC521623

10 Plaintiff,

~~[PROPOSED]~~ AMENDED CONSENT
JUDGMENT

11 v.

12 DOLGENCORP, LLC, a Kentucky Limited
13 Liability Company; DOLLAR GENERAL
CORPORATION, a Tennessee Corporation;
14 DOLGEN CALIFORNIA, LLC, a Tennessee
Corporation;
15 and DOES 1-20;

16 Defendants.

17 1. INTRODUCTION

18 1.1 This Consent Judgment is entered into by and between plaintiff, Consumer
19 Advocacy Group, Inc. (referred to as "CAG) acting on behalf of itself and in the interest of the
20 public and defendants Dolgencorp, LLC, Dollar General Corporation, and Dolgen California, LLC
21 (collectively, "Dollar General") with each a Party to the action and collectively referred to as
22 "Parties."

23 1.2 CAG is a California corporation that serves as a private enforcer of Proposition 65,
24 as described in Proposition 65 and the regulations of the Attorney General of California at 11 Cal.
25 Code Regs. § 3000 *et seq.*

26 1.3 Dollar General employs ten or more persons, is a person in the course of doing
27 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California
28

1 Health & Safety Code §§ 25249.6 et seq. ("Proposition 65"), and distributes and sells Kitchen
2 Tools, Hand Tools, Children's Sandals, and Children's Flip Flops.

3 1.4 Notices of Violation.

4 1.4.1 On November 30, 2012, CAG served Dollar General, and various public
5 enforcement agencies with a document entitled "60-Day Notice of Violation" that provided
6 the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for
7 failing to warn individuals in California of exposures to di(2-ethylhexyl)phthalate
8 ("DEHP") contained in Kitchen Tools, including but not limited to "trueliving® Swivel
9 Peeler Stainless Steel Blade K0344 SKU #0002062263" ("Kitchen Tool") (the "November
10 30, 2012 Notice"). No public enforcer has commenced or diligently prosecuted the
11 allegations set forth in the Notice.

12 1.4.2 On July 11, 2013, CAG served Dollar General, and various public
13 enforcement agencies with a document entitled "60-Day Notice of Violation" that provided
14 the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for
15 failing to warn individuals in California of exposures to di-n-butyl phthalate ("DBP")
16 contained in Footwear, including but not limited to "Dollar General® Children's Sandals,
17 Color: Blue, baseball themed SY13 DEPT 350, "Size S (5-6)" "4 30000 13135 8" Tracking
18 No. "3210B13", "Dollar General® Children's Sandals, Color: Blue, baseball themed
19 SY13 DEPT 350, "Size L (9-10)" "4 30000 13137 2" Tracking No. "3210B13" "SKU#
20 11408110", "Dollar General® Children's Sandals, Color: Purple, "SY13 DEPT 350,"
21 "Size M (7-8)" "4 30000 13173 0" Tracking No. "5432B13" "SKU#: 11408915", "Dollar
22 General® Children's Sandals, Color: Fuschia/Black, zebra print "SY13 DEPT 350," "Size
23 M (13-1)" "4 30000 12911 9: "6543B13" "SKU #: 11404806", "Dollar General®
24 Children's Sandals, Color: Pink, /Yellow, "SY 13 DEPT 350" "Size L (9-10)" "4 30000
25 13162. 4" Tracking NO. "5432B13" "SKU 11408904", Dollar General® Children's
26 Sandals, Color: Turquoise "SIZE-L (2/3)" "Tracking No. 7654B13" "SKU #: 11405610"
27 ("Children's Sandals") (the "July 11, 2013 Notice"). No public enforcer has commenced
28 or diligently prosecuted the allegations set forth in the Notice.

1 1.4.3 On July 29, 2013, CAG served Dollar General and various public
2 enforcement agencies with a document entitled "60-Day Notice of Violation" that provided
3 the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for
4 failing to warn individuals in California of exposures to DEHP contained in Hand Tools,
5 including but not limited to "DG™ hardware Long Nose Pliers, "Durable", Black "Matte
6 Grip", "Drop Forged", "6 in.", "N0050", "Made in China", barcode: 4 00006-07970 1"
7 ("Hand Tools") (the "July 29, 2013 Notice"). No public enforcer has commenced or
8 diligently prosecuted the allegations set forth in the Notice.

9 1.4.4 On December 10, 2013, CAG served Dollar General and various public
10 enforcement agencies with a document entitled "60-Day Notice of Violation" that provided
11 the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for
12 failing to warn individuals in California of exposures to DBP contained in Footwear,
13 including but not limited to "Solid Purple polymeric flip flops with diamond cross hatching
14 on the top of the soles and linear cross hatching on the bottom of the sole and opaque plastic
15 purple tongs (S), "SIZE (5-6) ALL MAN-MADE MATERIAL MADE IN CHINA"
16 "DOLLAR GENERAL S13 DEPT 350 SIZE S (5-6)" "bar code 4 3000 13340 6" "\$1"
17 "Distributed by: DOLGENCORP, LLC 100 MISSON RIDGE GOODLETTSVILLE, TN
18 37072-2170 MADE IN CHINA" ("Children's Flip Flops") (the "December 10, 2013
19 Notice"). No public enforcer has commenced or diligently prosecuted the allegations set
20 forth in the Notice.

21 1.4.5 On December 30, 2013, CAG served Dollar General and various public
22 enforcement agencies with a document entitled "60-Day Notice of Violation" that provided
23 the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for
24 failing to warn individuals in California of exposures to DBP contained in Footwear,
25 including but not limited to "Children's solid light blue polymeric flip flops with diamond
26 cross hatching on the top of the soles and linear cross hatching on the bottom of the sole
27 and translucent blue-tinted plastic tongs, "DOLLAR GENERAL® SY13 DEPT 350 SIZE
28 S(11-12) Bar Code: 4 30000 12973 7, SKU#11405614, TRACKING NO: 7654B13, "ALL

1 exposures to DEHP or DBP contained in Flip Flops, Hand Tools, and Children's Footwear;
2 as alleged in the July 11, 2013 Notice, July 29, 2013 Notice, December 10, 2013 Notice,
3 and December 30, 2013 Notice.

4 1.5.3 Upon entry of this Consent Judgment, the Complaint in Case No.
5 BC521623 and shall be deemed amended to include the allegations in Case No. BC548895,
6 and within five days of entry of this Consent Judgment, CAG shall file a dismissal without
7 prejudice of Case No. BC548895.

8 **1.6 Consent to Jurisdiction**

9 For purposes of this Consent Judgment, the Parties stipulate that this Court has jurisdiction
10 over the allegations of violations contained in the Operative Complaint and personal jurisdiction
11 over Dollar General as to the acts alleged in the Complaint, that venue is proper in the County of
12 Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a full settlement
13 and resolution of the allegations contained in the Operative Complaint and of all claims which
14 were or could have been raised by any person or entity based in whole or in part, directly or
15 indirectly, on the facts alleged therein or arising therefrom or related to the Notices.

16 **1.7 No Admission**

17 This Consent Judgment resolves claims that are denied and disputed. The Parties enter into
18 this Consent Judgment pursuant to a full and final settlement of any and all claims between the
19 parties for the purpose of avoiding prolonged litigation. This Consent Judgment shall not
20 constitute an admission with respect to any material allegation of the Operative Complaint, each
21 and every allegation of which Dollar General denies, nor may this Consent Judgment or
22 compliance with it be used as evidence of any wrongdoing, misconduct, culpability or liability on
23 the part of Dollar General.

24 **2. DEFINITIONS**

25 2.1 "Covered Products" means Private Label Kitchen Tools with plastic grips, Private
26 Label Hand Tools with plastic grips, and Private Label Children's Footwear.

27 2.2 "Exemplar Footwear" means the styles of Children's Flip Flops and Children's
28 Sandals listed in Sections 1.4.2, 1.4.4, 1.4.5, and 1.4.6.

1 2.3 "Effective Date" means the date that this Consent Judgment is approved by the
2 Court.

3 2.4 "Notices" means the November 30, 2012 Notice, the July 11, 2013 Notice, the July
4 29, 2013 Notice, the December 10, 2013 Notice, the December 30, 2013 Notice, and the September
5 16, 2014.

6 2.5 "Operative Complaint" means the First Amended Complaint in Case No.
7 BC521623, as amended by this Consent Judgment.

8 2.6 "Private Label" means a brand or trademark owned or licensed by Dollar General.

9 **3. INJUNCTIVE RELIEF/REFORMULATION**

10 3.1 To the extent that it has not already done so, on or before the Effective Date, Dollar
11 General shall destroy or remove from California any inventory of the exemplar Covered Products
12 identified in the Notices remaining in its California stores.

13 3.2 As of the Effective Date, Dollar General shall not manufacture, purchase, or import
14 for sale in the State of California any Exemplar Footwear that contains DBP or DEHP in
15 concentrations of more than 1000 parts per million by weight in any component.

16 3.3 As of June 1, 2015, or the Effective Date, whichever is later, Dollar General shall
17 not manufacture, purchase, or import for sale in the State of California any Private Label Kitchen
18 Tool with a plastic grip or Private Label Hand Tool with a plastic grip and that contains DEHP in
19 concentrations of more than 1000 parts per million by weight in any component.

20 3.4 As of December 31, 2015, Dollar General shall not manufacture, purchase, or
21 import for sale in the State of California any Private Label Children's Footwear that contains DBP
22 or DEHP in concentrations of more than 1000 parts per million by weight in any component.

23 **4. SETTLEMENT PAYMENTS**

24 4.1 Within 14 business days of the Effective Date or receipt of Forms W-9 from CAG,
25 whichever is later, Dollar General shall pay a total of \$180,000 as complete settlement of all
26 monetary claims by CAG related to the Notices, as follows.

27 4.2 Payment In Lieu of Civil Penalties: Dollar General shall pay \$10,000 in lieu of
28 civil penalties to "Consumer Advocacy Group, Inc." CAG will use this payment for investigation

1 of the public's exposure to Proposition 65 listed chemicals through various means, laboratory fees
2 for testing for Proposition 65 listed chemicals, expert fees for evaluating exposures through various
3 mediums, including but not limited to consumer product, occupational, and environmental
4 exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retained experts
5 who assist with the extensive scientific analysis necessary for those files in litigation, in order to
6 reduce the public's exposure to Proposition 65 listed chemicals by notifying those persons and/or
7 entities believed to be responsible for such exposures and attempting to persuade those persons
8 and/or entities to reformulate their products or the source of exposure to completely eliminate or
9 lower the level of Proposition 65 listed chemicals, thereby addressing the same public harm as
10 alleged in the instant Action. Further, should the court require it, CAG will submit under seal, an
11 accounting of these funds as described above as to how the funds were used.

12 **4.3 Reimbursement of Attorney's Fees and Costs:** Dollar General shall pay
13 \$150,000 to "Yeroushalmi & Associates" as reimbursement for the investigation fees and costs,
14 testing costs, expert fees, attorney fees, and other litigation costs and expenses for all work
15 performed through the approval of this Consent Judgment.

16 **4.4 Civil Penalty:** Dollar General shall issue two separate checks for a total amount of
17 \$20,000 as penalties pursuant to Health & Safety Code § 25249.12: (a) one check made payable
18 to the State of California's Office of Environmental Health Hazard Assessment (OEHHA) in the
19 amount of \$15,000, representing 75% of the total penalty; and (b) one check to Consumer
20 Advocacy Group, Inc. in the amount of \$5,000 representing 25% of the total penalty. Two separate
21 1099s shall be issued for the above payments: The first 1099 shall be issued to OEHHA, P.O. Box
22 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of \$15,000. The second 1099
23 shall be issued in the amount of \$5,000 to CAG and delivered to: Yeroushalmi & Associates, 9100
24 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

25 **4.5** All payments to CAG and Yeroushalmi & Associates under this Consent Judgment
26 shall be delivered to: Yeroushalmi & Associates, 9100 Wilshire Blvd., Suite 240W, Beverly Hills,
27 CA 90212.

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1 5. MATTERS COVERED BY THIS CONSENT JUDGMENT

2 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on
3 behalf of itself and in the public interest and Dollar General and its officers, directors, insurers,
4 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister
5 companies and their successors and assigns ("Defendant Releasees") and all other persons and
6 entities who sell or distribute the Covered Products ("Downstream Defendant Releasees"), for all
7 claims for violations of Proposition 65 up through the Effective Date based on exposure to DEHP
8 and DBP in Private Label Children's Footwear, and DEHP in the Private Label Kitchen Tools with
9 plastic grips and Private Label Hand Tools with plastic grips as set forth in the Notices, through
10 the Effective Date. Dollar General's and Defendant Releasees' compliance with this Consent
11 Judgment shall constitute compliance with Proposition 65 with respect to DBP and DEHP for
12 Private Label Children's Footwear, and DEHP in the Private Label Kitchen Tools with plastic
13 grips and Private Label Hand Tools with plastic grips, as set forth in the Notices.

14 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
15 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
16 indirectly, any form of legal action and releases all claims, including, without limitation, all
17 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,
18 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert
19 fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or
20 contingent (collectively "Claims"), against Dollar General, Defendant Releasees, and Downstream
21 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or
22 common law regarding the failure to warn about exposure to DEHP and DBP in Private Label
23 Children's Footwear, and DEHP in the Private Label Kitchen Tools with plastic grips and Private
24 Label Hand Tools with plastic grips, as set forth in the Notices, through the Effective Date. In
25 furtherance of the foregoing, as to alleged exposures to Covered Products, CAG hereby waives
26 any and all rights and benefits which it now has, or in the future may have, conferred upon it with
27 respect to the Claims by virtue of the provisions of section 1542 of the California Civil Code,
28 which provides as follows:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
2 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT
3 THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM,
MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE
DEBTOR.

4 CAG understands and acknowledges that the significance and consequence of this waiver of
5 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
6 resulting from, or related directly or indirectly to, in whole or in part, the Covered Products,
7 including but not limited to any exposure to, or failure to warn with respect to exposure to, DEHP
8 or DBP from Private Label Children's Footwear, and DEHP from the Private Label Kitchen Tools
9 with plastic grips and Private Label Hand Tools with plastic grips, CAG will not be able to make
10 any claim for those damages against Dollar General the Defendant Releasees, or Downstream
11 Defendant Releasees. Furthermore, CAG acknowledges that it intends these consequences for any
12 such Claims as may exist as of the date of this release but which CAG does not know exist, and
13 which, if known, would materially affect their decision to enter into this Consent Judgment,
14 regardless of whether their lack of knowledge is the result of ignorance, oversight, error,
15 negligence, or any other cause.

16 **6. ENFORCEMENT OF JUDGMENT**

17 6.1 The terms of this Consent Judgment shall be enforced exclusively by the parties
18 hereto. The parties may, by noticed motion or order to show cause before the Superior Court of
19 California, Los Angeles, giving the notice required by law, enforce the terms and conditions
20 contained herein. A Party may enforce any of the terms and conditions of this Consent Judgment
21 only after that Party first provides 30 days' notice to the Party allegedly failing to comply with the
22 terms and conditions of this Consent Judgment and attempts to resolve such Party's failure to
23 comply in an open and good faith manner.

24 6.2 Notice of Violation. Prior to bringing any motion, order to show cause, or other
25 proceeding to enforce Section 3 of this Consent Judgment, CAG shall provide a Notice of Violation
26 ("NOV") to Dollar General. The NOV shall include for each Covered Product: the date(s) the
27 alleged violation(s) was observed and the location at which the Covered Product was offered for
28 sale, and shall be accompanied by all test data obtained by CAG regarding the Covered Product.

1 6.2.1 Non-Contested NOV. CAG shall take no further action regarding the
2 alleged violation if, within 30 days of receiving such NOV, Dollar General serves a Notice
3 of Election ("NOE") that meets one of the following conditions:

4 (a) The Covered Product was manufactured, purchased, or imported by
5 Dollar General for sale in California before the Effective Date or June 1, 2015, whichever
6 is later, or

7 (b) Since receiving the NOV Dollar General has taken corrective action
8 by removing the Covered Product identified in the NOV from sale in California, or (ii)
9 providing a clear and reasonable warning for the Covered Product identified in the NOV
10 pursuant to 27 Cal. Code Regs. § 25603.

11 6.2.2 Contested NOV. Dollar General may serve an NOE informing CAG of its
12 election to contest the NOV within 30 days of receiving the NOV.

13 (a) In its election, Dollar General may request that the same sample(s)
14 of Covered Product(s) tested by CAG be subject to confirmatory testing at an accredited
15 laboratory.

16 (b) If the confirmatory testing establishes that the Covered Product does
17 not contain DBP or DEHP in excess of the level allowed in Section 3 CAG shall take no
18 further action regarding the alleged violation. If the testing does not establish compliance
19 with Section 3, Dollar General may withdraw its NOE to contest the violation and may
20 serve a new NOE pursuant to Section 6.2.1.

21 (c) If Dollar General does not withdraw an NOE to contest the NOV,
22 the Parties shall meet and confer for a period of no less than 30 days before CAG may seek
23 an order enforcing the terms of this Consent Judgment.

24 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the
25 prevailing party shall be entitled to recover its attorney's fees and costs.

26 **7. ENTRY OF CONSENT JUDGMENT**

27 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
28 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and

1 Dollar General waive their respective rights to a hearing or trial on the allegations of the
2 Complaints.

3 7.2 If this Consent Judgment is not approved by the Court in its entirety, (a) this
4 Consent Judgment and any and all prior agreements between the parties merged herein shall
5 terminate and become null and void, and the actions shall revert to the status that existed prior to
6 the execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
7 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
8 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
9 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
10 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

11 **8. SUBSEQUENT MODIFICATION OF APPROVED CONSENT JUDGMENT**

12 8.1 Subsequent to entry of this Consent Judgment, should a Party seek modification of
13 this Consent Judgment, such modification shall be in writing and approved by the Court.

14 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
15 meet and confer with the other Party prior to filing a motion to modify the approved Consent
16 Judgment.

17 **9. RETENTION OF JURISDICTION**

18 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms
19 of this Consent Judgment.

20 **10. DUTIES LIMITED TO CALIFORNIA**

21 10.1 This Consent Judgment shall have no effect on Covered Products sold by Dollar
22 General outside the State of California.

23 **11. SERVICE ON THE ATTORNEY GENERAL**

24 11.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
25 California Attorney General so that the Attorney General may review this Consent Judgment prior
26 to its submittal to the Court for approval. No sooner than forty five (45) days after the Attorney
27 General has received the aforementioned copy of this Consent Judgment, and in the absence of
28

1 any written objection by the Attorney General to the terms of this Consent Judgment, the parties
2 may then submit it to the Court for approval.

3 **12. ATTORNEY'S FEES**

4 **12.1** Except as specifically provided in this Consent Judgment, each Party shall bear its
5 own costs and attorney fees in connection with this action.

6 **13. ENTIRE AGREEMENT**

7 **13.1** This Consent Judgment contains the sole and entire agreement and understanding
8 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
9 negotiations, commitments and understandings related hereto. No representations, oral or
10 otherwise, express or implied, other than those contained herein have been made by any party
11 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
12 to exist or to bind any of the Parties.

13 **14. GOVERNING LAW**

14 **14.1** The validity, construction and performance of this Consent Judgment shall be
15 governed by the laws of the State of California, without reference to any conflicts of law provisions
16 of California law.

17 **14.2** The Parties, including their counsel, have participated in the preparation of this
18 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
19 Consent Judgment was subject to revision and modification by the Parties and has been accepted
20 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
21 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
22 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
23 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
24 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
25 this regard, the Parties hereby waive California Civil Code § 1654.

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1 **15. EXECUTION IN COUNTERPARTS**

2 15.1 This Consent Judgment may be executed in counterparts and by means of facsimile
3 or portable document format (pdf), which taken together shall be deemed to constitute one
4 document.

5
6 **16. NOTICES**

7 16.1 Any notices under this Consent Judgment shall be by personal delivery or First
8 Class Mail.

If to CAG:	If to Dollar General:
Reuben Yeroushalmi, Esq. Yeroushalmi & Yeroushalmi 9100 Wilshire Boulevard, Suite 240W Beverly Hills, CA 90212 (310) 623-1926	Legal Department Dollar General Corporation 100 Mission Ridge Goodlettsville, TN 37072 With a copy to: Jeffrey B. Margulies Norton Rose Fulbright US LLP 555 South Flower Street 41st Floor Los Angeles, California 90071

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19 **17. AUTHORITY TO STIPULATE**

20 17.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
21 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
22 the party represented and legally to bind that party.

23
24 **AGREED TO:**
25 Date: May 20, 2015
26 
27 Name: Matthew Sokolow
28 Title: Executive Director
CONSUMER ADVOCACY GROUP, INC.

AGREED TO:
Date: 6/4/2015

Name: EMILY TAYLOR
Title: SVP General Merch Mgr
DOLLAR GENERAL CORPORATION

1 AGREED TO:

2 Date: 6/4/2015

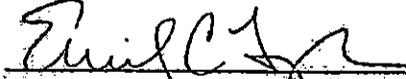
3 

4 Name: Emily Taylor

5 Title: SVP General Merch Mgr.
6 DOLGENCORP, LLC

AGREED TO:

Date: 6/4/2015



Name: Emily Taylor

Title: SVP General Merch. Mgr.
DOLGEN CALIFORNIA, LLC

7 IT IS SO ORDERED.

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9 Date: JUN 10 2015

Ernest M. Hiroshige

10 JUDGE OF THE SUPERIOR COURT
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