

IN THE SUPERIOR COURT OF WHITE COUNTY  
STATE OF GEORGIA

MIKE ALLEN and MONTE POMROY,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

-v.-

DOLGENCORP, LLC and DOLLAR GENERAL  
CORPORATION,

Defendants.

Case No. SUCV2020000385

**ORDER FINALLY APPROVING CLASS ACTION SETTLEMENT AND CERTIFYING  
THE SETTLEMENT CLASS**

This matter comes before the Court on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement, filed on June 17, 2021. Plaintiffs Mike Allen and Monte Pomroy and Defendants Dolgencorp, LLC and Dollar General Corporation ("Dollar General") (collectively "Parties") have agreed to settle this action under the terms and conditions set forth in the Settlement Agreement ("Settlement"), which was executed between the Parties. On April 1, 2021, the Court entered an Order Preliminarily Approving Class Action Settlement and Certifying the Settlement Class. The Parties reached the Settlement through arm's-length negotiations. Pursuant to the Settlement, subject to the terms and conditions therein and subject to final Court approval, Plaintiffs and the proposed Settlement Class will fully, finally, and forever resolve, discharge, and release their claims.

The Settlement has been filed with the Court, and Plaintiffs and Class Counsel have filed an Unopposed Motion for Final Approval of Class Settlement. Upon considering the Motion, the Settlement and all exhibits thereto, the record in these proceedings, the representations and

recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court currently has jurisdiction over the subject matter and the Parties to this Action; (2) the proposed Settlement Class meets the requirements of O.C.G.A. § 9-11-23 and should be certified for settlement purposes only; (3) the persons and entities identified below should be appointed Class Representatives and Class Counsel; (4) the Settlement is the result of informed, good- faith, arm's-length negotiations between the Parties and their capable and experienced counsel, and is not the result of collusion; (5) the Settlement is within the range of reasonableness and should be finally approved; and (6) the Notice program and forms of Notice satisfy O.C.G.A. § 9-11-23 and constitutional due process requirements, and were reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, Class Counsel's application for an award of attorneys' fees and expenses ("Fee Application"), and their rights to opt-out of the Settlement Class or object to the Settlement and/or Class Counsel's Fee Application. The Court conducted a Final Approval Hearing on July 1, 2021, to determine whether to finally approve the Settlement.

Based on the foregoing, IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. As used in this Final Approval Order, unless otherwise noted, capitalized terms shall have the definitions and meanings accorded to them in the Settlement.
2. The Court currently has jurisdiction over the subject matter and Parties to this proceeding.
3. Venue is proper in this Court.

**Class Certification and Appointment of Class Representatives and Class Counsel.**

1. In considering whether to certify a settlement class for final approval, a court must consider the same factors that it would consider in connection with a proposed litigation class—

*i.e.* all O.C.G.A. § 9-11-23(a) factors and at least one of the requirements under O.C.G.A. § 9-11-23(b) must be satisfied—except that the court need not consider the manageability of a potential trial, since the settlement if approved, would obviate the need for a trial. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

2. The Court finds, for settlement purposes, that the O.C.G.A. § 9-11-23 factors are present, and thus certification of the final Settlement Class is appropriate. The Court, therefore, certifies the following Settlement Class: All persons who purchased any Product<sup>1</sup> in the United States during the Class Period.<sup>2</sup> Excluded from the Settlement Class are the following: (a) Persons who purchased or acquired any Products for resale; (b) the Released Parties; (c) all Persons who file a timely and valid Opt-Out; (d) Plaintiffs' Counsel and Defendants' Counsel; (e) federal, state, and local governments (including all agencies and subdivisions, but excluding employees not otherwise excluded hereunder); and (f) the judicial officers and courtroom staff overseeing the Action.

3. The Court specifically determines that, for settlement purposes, the Settlement Class meets all the requirements of O.C.G.A. § 9-11-23(a) and O.C.G.A. § 9-11-23(b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the Settlement Class, as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action; that questions of law or fact common to the members of the Settlement Class predominate over questions affecting

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<sup>1</sup> The Products are listed in Exhibit C to the Parties' Settlement Agreement.

<sup>2</sup> The Class Period means the period of time commencing January 1, 2015, and ending on the date of the entry of the Preliminary Approval Order.

only individual members; and that a class action is superior to other methods available for the fair and efficient adjudication of the Action.

4. The Court appoints Named Plaintiffs Mike Allen and Monte Pomroy as class representatives.

5. The Court appoints Irby Law, LLC; Lober & Dobson; and Law Office of Todd L. Lord as Class Counsel.

6. The Court recognizes that Dollar General reserves all of its defenses and objections against and rights to oppose any request for class certification in the event that the proposed Settlement does not become Final for any reason. Dollar General also reserves its defenses to the merits of the claims asserted in the event the Settlement does not become Final for any reason.

7. The Court finally approves the Settlement, together with all exhibits thereto, as fair, reasonable, and adequate. The Court finds that the Settlement was reached in the absence of collusion, is the product of informed, good-faith, arm's-length negotiations between the Parties, and their capable and experienced counsel, and was not the result of collusion. The Court further finds that the Settlement, including the exhibits thereto, is within the range of reasonableness and possible judicial approval.

8. When assessing whether to grant final approval, the Court should consider: (1) the plaintiffs' likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved. *See Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984)

9. In assessing these factors, the Court finds that absent settlement, this litigation would have likely continued for years, requiring decisions on dispositive and other motions, and ultimately tried to verdict. These hurdles carry significant risk, cost, and complexity for the Parties and the Court. The range of potential outcomes for Plaintiffs would be wide. The ultimate recovery by the class falls within that range. By settling at this early juncture, the Parties and the Court avoid the time and expense, and settlement provides class members with an avenue of recovery without the risk. Moreover, to date, no class members have objected, and none have opted out.

10. The Release provided in the Settlement Agreement is approved.

11. As of the Effective Date of the Settlement Agreement, the terms of the Settlement Agreement, and of this Final Order and Judgment, shall be forever binding on, and shall have res judicata and preclusive effect for the Released Claims in, all pending and future lawsuits maintained by Plaintiffs and all Settlement Class Members who did not timely exclude themselves from the Settlement Class, as well as any Person claiming by or through him/her/it as his/her/its spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns, representative of any kind, shareholder, partner, director, employee, or affiliate.

WHEREFORE, for the reasons set forth above and for the reasons stated more particularly on the record at the Final Fairness Hearing, the Court hereby:

- a. GRANTS Plaintiffs' Unopposed Motion for Final Approval;
- b. CERTIFIES the settlement class for final settlement purposes only;
- c. APPOINTS the named Plaintiffs as Class Representatives and their counsel as Class Counsel;

d. DIRECTS the Parties to proceed to fulfill the terms of the Settlement Agreement;

The Court retains jurisdiction to enforce the terms of the Settlement Agreement.

SO ORDERED. This 1<sup>st</sup> day of July, 2021.



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JUDGE JOY R. PARKS