

COLORADO ATTORNEY GENERAL'S OFFICE

ASSURANCE OF DISCONTINUANCE

IN THE MATTER OF DOLLAR GENERAL

This Assurance of Discontinuance ("Assurance") is entered into between Philip J. Weiser, Attorney General of Colorado, in his official law enforcement capacity ("Attorney General"), and DG Retail, LLC d/b/a Dollar General Stores ("Dollar General") (together with the Attorney General, hereinafter referred to collectively as the "Parties," and each a "Party") pursuant to the Attorney General's powers under Colo. Rev. Stat. § 6-1-110(2) and constitutes a complete settlement between the Attorney General and Dollar General (the "Parties") regarding allegations by the Attorney General that Dollar General has violated the Colorado Consumer Protection Act ("CCPA") due to pricing inaccuracies between the in-store shelf price and the point of sale register price at Dollar General's retail locations in Colorado.

1. PARTIES

1.1 Philip J. Weiser is the duly elected Attorney General of the State of Colorado and is authorized under § 6-1-103, C.R.S., to enforce the provisions of the CCPA.

1.2 DG Retail, LLC d/b/a Dollar General Stores ("Dollar General") is a Foreign Limited Liability Company with its principal place of business in Goodlettsville, Tennessee.

2. DEFINITIONS

2.1 Unless otherwise stated in this Assurance, all terms included herein shall have the same meaning as they do under the CCPA. If a term is undefined in this Assurance and undefined in the CCPA, it shall have the same meaning it has under Colorado law.

2.2 Unless context otherwise requires, these terms shall have these meanings:

- a. “Covered Conduct” means pricing discrepancies where shelf prices are different than the point-of-sale price charged to consumers.
- b. “Dollar General” means DG Retail, LLC d/b/a Dollar General Stores and its successors and assigns.
- c. “DG Price Audit” means a once-annual price accuracy inspection conducted by a Dollar General District Manager or an external third party retained by Dollar General and designated by Dollar General as the audit performed (in part) to fulfill the requirements set forth in this Assurance. For the sake of clarity, Dollar General District Managers’ routine inspections are not DG Price Audits. DG Price Audits must be of at least 50 randomly selected items and will result in a “fail” if more than 2% of the items checked have a register price that is higher than the item’s shelf price.
- d. “DG Price Re-Audit” means a follow-up audit of a Dollar General store that fails a DG Price Audit. For the sake of clarity, a DG Price Re-Audit is

not a DG Price Audit, including but not limited to for purposes of Dollar General reporting results to the Attorney General pursuant to paragraph 7.6 and 7.8 herein.

- e. "Effective Date" means the date upon which both Parties have executed this Assurance.
- f. "Enhanced Training" means that Dollar General will provide new hire training and annual retraining for all store-level employees with pricing responsibilities in the State of Colorado. At a minimum, such training will cover how to execute pricing responsibilities and the obligation to honor the lowest price in the event of any discrepancy between shelf price and register price.
- g. "Released Parties" or "Released Party" means Dollar General, its owner(s), parents, subsidiaries, and affiliates, and its and their successors, assigns, and past and present directors, officers, employees, representatives, agents, principals, operating companies, predecessors, divisions or other internal organizational units of any kind.
- h. "Releasor" means the Attorney General.

3. THE ATTORNEY GENERAL'S ALLEGATIONS

3.1 Dollar General operates retail locations where the prices of goods are displayed on shelves. Consumers are charged for these goods when they are scanned at the register.

3.2 Coloradans at Dollar General locations have been charged a higher price for goods at the register than the price displayed on the shelf.

3.3 The Colorado Department of Agriculture (the “CDA”) inspects retailers for pricing accuracy through its Measurement Standards program.

3.4 The CDA uses the National Institute of Standards and Technology (“NIST”) guidance for measuring pricing accuracy. Per this guidance, stores fail inspections if more than 2% of the shelf prices inspected are different than the point-of-sale price in a test of randomly selected items.

3.5 Between April 2023 and August 2023, the CDA conducted five separate inspections at Dollar General stores in Milliken and Loveland. Dollar General failed three of these inspections.

3.6 Between January 2024 and February 2025, the Attorney General conducted eighteen pricing inspections at Colorado Dollar General stores.

3.7 The Attorney General inspected stores in multiple Colorado municipalities including Greeley, Evans, Strasburg, Eaton, Colorado Springs, Pueblo, Commerce City, and Federal Heights.

3.8 Dollar General failed twelve of these eighteen inspections by charging a higher price at the point of sale than the price displayed on the shelf for multiple items in the store.

3.9 These failed inspections show that in the course of Dollar General's business, it has represented one price on the shelf and charged a different price at the point-of-sale.

3.10 These failed inspections show that Dollar General has made false or misleading statements concerning the price of the goods at its stores.

3.11 The price represented on the shelf is a false or misleading statement concerning the price of goods.

4. DOLLAR GENERAL'S DENIALS

Dollar General denies (a) the allegations above, and (b) that it has engaged in any violation of the CCPA as alleged by the Attorney General.

5. LEGAL AUTHORITY

C.R.S. § 6-1-110(2) authorizes the Attorney General to accept an assurance of discontinuance for any deceptive trade practice listed in the CCPA. Section 6-1-110(2) also allows the Attorney General to accept a voluntary payment from Dollar General of any amount necessary to restore to any person money acquired by such alleged violator by means of a deceptive trade practice.

6. GENERAL TERMS

6.1 Release of Claims. By execution of this Assurance, the Attorney General agrees that this Assurance constitutes a complete settlement and release of any and all claims, causes of action, damages, fines, costs, and penalties which were asserted or could have been asserted, or otherwise are based on or arising out of the Covered

Conduct prior to the Effective Date to the full extent of the Attorney General's power and authority to release Claims (the "Released Claims").

6.2 Preservation of Law Enforcement Action. Nothing herein precludes the Attorney General from enforcing the provisions of this Assurance, or from pursuing any law enforcement action with respect to acts or practices of Dollar General not covered by this Assurance, or any acts or practices of Dollar General conducted after the Effective Date, including those to ensure compliance with the Assurance.

6.3 Compliance with and Application of State Law. Nothing in this Assurance herein relieves Dollar General of its duty to comply with any federal, state, or local law, regulation, ordinance, or rule. Nothing in this Assurance constitutes authorization by the Attorney General to engage in acts or practices prohibited by such laws. This Assurance is governed by the laws of the State of Colorado.

6.4 No Approval of Conduct. Nothing herein constitutes approval by the Attorney General of Dollar General's conduct, or past or future business practices. Dollar General shall not make any representation contrary to this paragraph.

6.5 Third-Party Claims. Nothing herein shall be construed as a waiver of any rights of third parties including, but not limited to, the rights of consumers to seek restitution or other legal remedies through other actions or proceedings. This Assurance is for the benefit of the Parties only and does not create or confer rights or remedies upon any other person, including rights as a third-party beneficiary. This Assurance does not create a private right of action on the part of any person or

entity, whether to enforce this Assurance or otherwise, other than the Parties and their successors in interest.

6.6 Use of Settlement as Defense. Except as otherwise set forth herein, nothing herein shall prevent, or be interpreted to prevent, the Attorney General from taking enforcement action to address acts or conduct occurring after the Effective Date that the Attorney General believes to be in violation of the law. The fact that such acts or conduct were not expressly prohibited by this Assurance shall not be a defense to any such enforcement action.

6.7 Use of Settlement in Business Activity. Under no circumstances shall this Assurance, the name of the Attorney General, or the name of any employee of the Attorney General or his representatives be used by any Released Party as an endorsement of any past or present act or conduct of Dollar General.

6.8 Severability. If any provision(s) of this Assurance is found to be invalid, illegal, unenforceable, or in conflict with the laws of any jurisdiction, the remaining terms remain valid, legal, and enforceable.

6.9 Successors in Interest. The terms and provisions of this Assurance may be enforced by the Parties and by any of the Parties' authorized agents or representatives, as well as by any of the Parties' successors in interest and any of their agents or representatives.

6.10 Execution of Assurance. This Assurance may be executed in counterparts. Electronic signatures shall have the same effect as original signatures so long as the electronic signature otherwise complies with C.R.S. § 24-71.3-101, *et. seq.*

6.11 Attorneys' Fees and Costs. Each Party shall bear its own attorneys' fees, costs, and expenses in connection with this matter and the Assurance. In the event the Attorney General moves to and successfully enforces this Assurance, the Attorney General may be entitled to attorney's fees pursuant to C.R.S. § 6-1-113(4).

6.12 Amendment. This Assurance may only be amended by written agreement signed by the Parties.

6.13 Acknowledgment. Dollar General agrees and acknowledges that it has thoroughly reviewed this Assurance and has had the opportunity to confer with legal counsel of its choice regarding this Assurance. Dollar General understands and agrees to the terms of this Assurance, accepts the legal consequences involved in signing it, and that there are no other representations, agreements, or understandings between the Attorney General and Dollar General that are not stated in writing herein.

6.14 Representations and Warranties. Dollar General represents that it is financially solvent as of the Effective Date and has the present ability to comply with all of its obligations under this Assurance. The Attorney General relies on these representations as a material inducement to resolve this matter and enter into this Assurance.

6.15 Notice. Dollar General is responsible for ensuring that any Released Party subject to the terms of this Assurance receive sufficient notice of the Assurance. Whenever Dollar General is to provide notice or any other documents to the Attorney General under this Assurance, that requirement shall be satisfied by sending notice to:

Conor A. Kruger
Assistant Attorney General
Consumer Fraud Unit
Colorado Department of Law
1300 Broadway, 9th Floor
Denver, CO 80203
conor.kruger@coag.gov

Any notice or other documents to be provided by the Colorado Attorney General to Dollar General pursuant to this Assurance shall be sent in hard copy by Certified Mail, return receipt requested, or other reputable overnight delivery service to:

Jason Bates
Vice President, Business Law
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072
jbates@dollargeneral.com

7. INJUNCTIVE RELIEF

7.1 Within 60 days of the Effective Date and continuing for at least three years following the Effective Date, Dollar General will post signage in all Colorado stores alerting customers of Dollar General's policy to honor the lowest price in the event of a discrepancy between an item's shelf price and its register price.

7.2 Dollar General will conduct or have conducted at least one DG Price Audit of each Colorado store in each of Dollar General's 2025, 2026, and 2027 fiscal years.

7.3 Dollar General will automatically conduct a DG Price Re-Audit of any store in Colorado that fails its DG Price Audit.

7.4 Beginning no later than 60 days following the Effective Date and continuing for at least three years following the Effective Date, Dollar General will provide a targeted retraining on price accuracy to the employees of any store in Colorado that fails its DG Price Audit.

7.5 Beginning no later than 60 days following the Effective Date and continuing for at least three years following the Effective Date, Dollar General will implement Enhanced Training on price accuracy for all stores in Colorado.

7.6 Beginning in the fiscal quarter in which the Effective Date falls and continuing through the fourth quarter of Dollar General's 2027 fiscal year, Dollar General will provide the Attorney General with a copy of all DG Price Audit results from such fiscal quarter if more than six (6) stores in Colorado fail their DG Price Audit in such Dollar General fiscal quarter. If required to provide the Attorney General with a copy of any DG Price Audit results pursuant to this paragraph, Dollar General shall do so within sixty (60) days of the end of the applicable fiscal quarter.

7.7 Beginning in the fiscal quarter in which the Effective Date falls and continuing through the fourth quarter of Dollar General's 2027 fiscal year, Dollar

General will provide the Attorney General with a copy of the DG Price Audit results and the DG Price Re-Audit results for any store in Colorado that fails its DG Price Re-Audit in that Dollar General fiscal quarter. If required to provide the Attorney General with a copy of any DG Price Audit and/or DG Price Re-Audit results pursuant to this paragraph, Dollar General shall do so within sixty (60) days of the end of the applicable fiscal quarter.

7.8 Within 60 days of the end of Dollar General's 2025, 2026, and 2027 fiscal years, Dollar General will provide the Attorney General with a signed certification that contains:

- a. The number of stores in Colorado that received a DG Price Audit during the Dollar General fiscal year just ended;
- b. The number of stores in Colorado that received a DG Price Re-Audit during the Dollar General fiscal year just ended;
- c. The number of DG Price Audits that occurred in Colorado during the Dollar General fiscal year just ended;
- d. The number of DG Price Re-Audits that occurred in Colorado during the Dollar General fiscal year just ended; and
- e. The number of stores that failed a DG Price Audit during the Dollar General fiscal year ended.

7.9 To the full extent permitted by law, the Attorney General shall treat all documents produced by Dollar General pursuant to this Assurance confidentially and as exempt from disclosure under the Colorado Open Records Act.

7.10 If (a) in any fiscal quarter, Dollar General must provide the Attorney General with a copy of all DG Price Audit results from such fiscal quarter pursuant to paragraph 7.6 herein, (b) in any fiscal quarter, Dollar General must provide the Attorney General with a copy of DG Price Audits and DG Price Re-Audit results for more than three (3) Dollar General stores pursuant to paragraph 7.7 herein, or (c) in any annual report following the close of the 2025, 2026, or 2027 fiscal years, pursuant to paragraph 7.8 herein, Dollar General discloses that more than a quarter of its store locations in Colorado failed its DG Price Audit during the fiscal year just ended, the Parties agree that Dollar General and the Attorney General will meet and confer on reasonable and appropriate remedial measures for Dollar General to take. Such meet and confer shall include:

- a. A discussion of the results of the inspections described above;
- b. A discussion of the details of any corrective action plans implemented or other remedial steps already taken by Dollar General;
- c. The Attorney General providing a copy of any pricing accuracy consumer complaints that it receives against Dollar General; and

d. A discussion of any concerns the Attorney General has regarding Dollar General's compliance with this Assurance, pricing accuracy, and remedial measures.

8. MONETARY RELIEF

8.1 Dollar General shall pay to the Attorney General the sum of \$400,000. This amount shall be paid within thirty (30) days of the Effective Date.

8.2 Payment shall be in the form of a wire transfer with wire payment instructions to be provided by the Attorney General to Dollar General.

8.3 Any payment Dollar General makes pursuant to this Assurance to the Colorado Department of Law is to be held, along with any interest thereon, in trust by the Attorney General to be used in the Attorney General's sole discretion for reimbursement of the State's actual costs and attorneys' fees, the payment of restitution, if any, and for future consumer fraud or antitrust enforcement, consumer education, or public welfare purposes.

9. ENFORCEMENT

9.1 A violation of any of the terms of this Assurance shall constitute a prima facie violation of the CCPA under C.R.S. § 6-1-110(2). If the Attorney General believes that Dollar General has violated any term of this Assurance, the Attorney General shall be entitled to file a civil action under the CCPA and to seek an injunction or other appropriate order from such court to enforce the provisions of this Assurance. In any such action, Dollar General agrees to waive any counterclaims that it may

have had with respect to the subject matter of this Assurance, and agrees to waive any challenge to the enforceability of this agreement.

9.2 If the Attorney General has a reasonable basis to believe that Dollar General has engaged in any conduct that may have violated the terms of this Assurance , the Attorney General shall notify Dollar General of the specific objection or concern, and identify with particularity the Covered Conduct and/or provision of this Assurance that the practice appears to violate. No later than 28 days after receiving the notice the Attorney General sends pursuant to this paragraph, Dollar General shall provide a written response to the notification that includes either:

- a. Dollar General's explanation for why it has not engaged in any Covered Conduct and/or why it is in compliance with the Assurance; or
- b. a detailed explanation of how the alleged violation occurred and a statement explaining how Dollar General intends to remedy the Covered Conduct and/or alleged breach, an explanation of efforts undertaken to cure the potential violation, and a schedule for completing the efforts to cure.

Following receipt of Dollar General's written response, either Party may request that the Parties confer regarding the alleged violation. If the Parties confer, they shall do so in good faith to reach a resolution about the alleged breach. If Dollar General does not agree to a conferral requested by the Attorney General, or if

the Parties confer in good faith but fail to reach a resolution, the Attorney General may seek legal recourse including enforcement the Assurance.

9.3 The preceding paragraph does not apply to Dollar General's obligations to make a monetary payment pursuant to this Assurance. The Attorney General may enforce a failure to comply with the terms of paragraph 8.1 without notice to Dollar General.

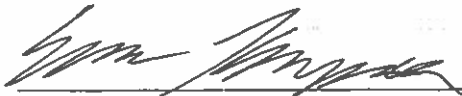
9.4 Nothing in this Section limits the Colorado Attorney General's Civil Investigative Demand or investigative subpoena authority, and Dollar General reserves all rights in responding to a Civil Investigative Demand or investigative subpoena issued pursuant to such authority.

9.5 This Section 9 does not apply if the Attorney General determines, in his sole discretion, that the specific violation at issue threatens the health, safety, or welfare of the public.

9.6 In any action brought by the Attorney General to enforce this Assurance, Dollar General consents to the exercise of personal and subject matter jurisdiction in the Adams County District Court. Dollar General further consents to domestication of any judgment related to violations of this Assurance in any State Court within the United States.

[SIGNATURES TO FOLLOW]

For the Attorney General:

 DATE: 10/14/25

Conor A. Kruger, 54111
Assistant Attorney General
Consumer Fraud Unit
Colorado Department of Law
1300 Broadway, 9th Floor
Denver, CO 80203
conor.kruger@coag.gov

For Dollar General:

 DATE: 10/13/25

Name: Zachary J. Brining
Title: SVP Corporate Store Operations
Email: zbrining@dollargeneral.com