

SETTLEMENT AGREEMENT

The Maine Department of Labor, Bureau of Labor Standards ("the Bureau" or "BLS"), and DG Retail LLC ("DG") hereby agree to the following settlement ("Agreement") in order to resolve BLS Inspection #s 484713, 484716, 484717, 484721, 484724, 484725, 484726, 484735, 484736, 484738, 484739, 484740, 484741, 484744, 484742, 484753, 484778, 484779, 484780, 484782, 484783, 484851, 484853, 484855, 484857, 484858, 484891, 484892, 484956, 484998, 485001, as set forth in the citation dated November 14, 2023 ("Citation"), and BLS Inspection #473631.

1. Solely for the purpose of avoiding the expense, distraction and risks of possible or continued enforcement or litigation related to the November 14 Citation and BLS Inspection #473631, DG agrees to make back pay and liquidated damages payments in the following amounts to the following current and/or former employees:

- (a) ██████████ - \$54.88 (wages) plus \$109.76 (liquidated damages), less applicable state and federal deductions, for which a Form W2 will be issued;
- (b) ██████████ - \$254.31 (wages) plus \$508.62 (liquidated damages), less applicable state and federal deductions, for which a Form W2 will be issued;
- (c) ██████████ - \$47.75 (wages) plus \$95.50 (liquidated damages), less applicable state and federal deductions, for which a Form W2 will be issued;
- (d) ██████████ - \$298.44 (wages) plus \$596.88 (liquidated damages), less applicable state and federal deductions, for which a Form W2 will be issued;

DG will make payment to the above-listed employees no later than 21 calendar days following the signing of this Agreement and will send proof of payment to the Bureau no later than 7 calendar days after payment.

2. By entering this Agreement, DG does not admit any liability or fault and does not waive any defenses to the matters referenced in the Agreement or to any other pending matter before the Bureau.

3. In exchange for the payments set for in Paragraph 1 of this Agreement, the Bureau will withdraw the November 14, 2023 Citation, and all associated penalties and fines listed therein, upon receipt of proof of payment set for in Paragraph 1 of this Agreement. DG agrees that it will withdraw its November 28, 2023 appeal of the Citation upon the Bureau's withdrawal of the Citation and penalties. The Bureau further agrees that (a) the payments set forth in Paragraph 1 resolve any and all equal pay complaints or violations arising at DG's Wilton store for the period between April 17, 2020, and May 27, 2023, and (b) the Bureau will not issue any additional citations or penalties associated with equal pay claims or violations arising from the Wilton store and its employees for the period between April 17, 2020, and May 27, 2023. This Agreement does not preclude the Bureau from investigating and taking enforcement action as to any equal pay violations arising from the Wilton store outside of the time period set forth in this Paragraph 2, or any non-equal pay labor law violations arising from the Wilton store including the designated time period, nor does it preclude the Bureau from investigating and taking enforcement action as to any labor law violations at any Dollar General store in Maine for the designated time period or any other time period.

4. The Bureau agrees that after the signing of this Agreement, it will direct all future requests for information of any nature and for any reason to DG's corporate office by contacting [REDACTED] in the legal department via electronic mail at [REDACTED] or by telephone at [REDACTED]. DG agrees to update the Bureau at [REDACTED] and [REDACTED] should the contact person change. DG agrees that in the event of information requests involving fewer than 5 stores or fewer than 50 employees, DG will provide the requested information no later than 10 business days after the request; in the event of information requests involving more than 5 stores or more than 50 employees, DG will provide the requested information no later than 30 calendar days after the request. Any extension to these deadlines must be agreed to by both parties in

writing. DG agrees to provide the requested information in writing and in a format maintained by Dollar General.

5. DG acknowledges that this Agreement constitutes final Bureau action and waives any right to appeal the Citation or BLS Inspection #473631, including an appeal pursuant to Maine Rule of Civil Procedure 80(c). DG acknowledges and understands that this Agreement is a public document.

IN WITNESS THEREOF, the parties have read the foregoing Settlement Agreement carefully, and having received the advice of counsel or declined to seek such advice, knowing and understanding its contents, sign their names as their free acts and deeds this ___ day of _____ 2024.

STATE OF MAINE, DEPARTMENT OF
LABOR, BUREAU OF LABOR
STANDARDS

Dated: _____

By: [REDACTED]
Dr. Jason Moyer-Lee
Director, Bureau of Labor
Standards

DG Retail LLC

Dated: _____

By: [REDACTED]
Melanie Cook
SVP Assistant General Counsel-
Employment