

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

WANDA WOMACK, et al.)	
)	
Plaintiffs,)	
)	
v.)	Lead Case No.:
)	2:06-cv-00465-VEH-RRA
DOLGENCORP, INC., et al.)	
)	
Defendants.)	

TINA M. WOOD, et al.)	
)	
Plaintiffs,)	
)	
v.)	Member Case No.:
)	2:08-cv-01602-VEH-RRA
DOLGENCORP, INC., et al.)	
)	
Defendants.)	

SETTLEMENT AGREEMENT

Subject to approval by the United States District Court for the Northern District of Alabama, this Settlement Agreement (•Settlement Agreement••or •Agreement•) sets forth the full and final terms by which Plaintiffs and Defendants have settled and resolved this matter.

I. **Definitions.** In addition to terms identified and defined elsewhere in this Settlement Agreement and related documents, and

as used in this Settlement Agreement, the terms below shall have the following meanings:

1. •Administrative Expenses• means all administrative expenses of this Settlement Agreement, including the fees and costs of the Claims Administrator incurred in processing and implementing the settlement contemplated hereby.

2. Approval.

A. •Final Approval• means the order or orders entered by the Court granting final approval of the Settlement Agreement.

B. •Preliminary Approval• means the order or orders entered by the Court preliminarily approving the terms of this Settlement Agreement, preliminarily certifying the Settlement Class, and approving the form of Notice to be sent to Settlement Class Members.

3. Approval Date.

A. •Final Approval Date• means the date upon which all of the following events shall have occurred: (1) entry of the Final Approval order or orders by the Court of the Settlement Class

certification; (2) final approval by the Court of the Settlement Agreement after the fairness hearing and resolution of any objection(s) to such class or settlement; and (3) the later of the expiration of any approval period or resolution of any appeals of such order(s).

B. •Preliminary Approval Date• means the date of entry of the Preliminary Approval order or orders.

4. Award.

A. •Base Award• means an award share based on a Settlement Class Participant's Qualified Tenure as a Store Manager during an applicable Class Period as a proportion of the total Qualified Tenure of all Settlement Class Participants during the applicable Class Period.

B. •Non-Wage Damages Award• means non-wage damages awarded to Settlement Class Participants who submit timely claims forms. Non-Wage Damages Awards will be determined as set forth in Paragraph VIII.A.2.

5. •Charging Parties• means the following individuals: Nancy Cruso, Nancy Devery, Elizabeth M. Nicolei, Sylvia K. Veno, and Leila Anne Wakefield.

6. •Civil Action• means the above-captioned consolidated action.

7. •Claims Administrator• means Settlement Services Inc., 2032-D Thomasville Road, Tallahassee, Fl, 32308, which has been jointly designated by counsel for the Parties to administer the Settlement Fund pursuant to the provisions set forth herein and orders of the Court.

8. •Class Counsel• means the law firm of Wiggins Childs Quinn & Pantazis approved as Class Counsel by the Court. In the event Class Counsel or a designated attorney associated with Class Counsel becomes unable to continue serving in the role of Class Counsel during the term of this Agreement, Plaintiffs shall make application to the Court for the appointment of substituted Class Counsel.

9. •Class Period• means the period February 8, 2006, to April 1, 2012.

10. •Class Representatives• means the following individuals: Renita Bishop, Connie Butler, Valerie Hallstrom-Miller, Vicki Joy, Shirley Ledford, Ruby E. Sims, and Linda Stokes.

11. •Complaint• means the Complaint filed in *Womack et al. v. Dolgencorp, Inc., et al.*, Civil Action No. 2:06-cv-00465-VEH-RRA, on March 7, 2006 and all amendments thereto, including the Third Amended Complaint filed on August 11, 2008, and the Complaint filed in *Wood, et al. v. Dolgencorp, Inc., et al.*, Civil Action No. 2:08-cv-01602-VEH-RRA, consolidated into this action on December 22, 2008.

12. •Counsel for Dollar General• means the law firms of Morgan, Lewis & Bockius LLP and Ogletree, Deakins, Nash, Smoak & Stewart, P.C. To the extent either of these firms or a designated attorney with these firms becomes unable to continue serving in the role of Counsel for Dollar General during the term of this Agreement, Defendants shall promptly cause substitute Counsel for Dollar General to file an appearance in this Civil Action.

13. •Court• means the United States District Court for the Northern District of Alabama.

14. •Defendants• or •Dollar General• means collectively Dollar General, Dolgencorp, LLC (previously Dolgencorp, Inc.), DG Retail, LLC, Dolgencorp of New York, Inc., Dolgencorp of Texas, Inc.,

Dollar General Partners, Dollar General Corporation, and Dolgen Midwest, LLC.

15. Date.

A. •Effective Date• means the date upon which all of the following have occurred: (1) entry of the Preliminary Approval order; (2) entry of the Final Approval order and an order or orders by the Court approving the amount of attorneys' fees and costs and dismissing the Civil Action, with continuing jurisdiction limited to enforcing the terms of the Settlement Agreement per its terms herein; (3) withdrawal of pending EEOC charges per Paragraph V below; (4) expiration of any appeal period without an appeal of any Court order contemplated by this Agreement or, in the event of an appeal, the Parties' receipt of actual notice that the settlement has received Final Approval after completion of the appellate process and the final resolution of any appeals; and (5) April 1, 2012.

B. •Final Approval Date• means the date upon which all of the following events shall have occurred: (1) entry of the Final Approval order or orders by the Court of the Settlement Class certification; (2) final approval by the Court of the Settlement

Agreement after the fairness hearing and resolution of any objection(s) to such class or settlement; and (3) the later of the expiration of any approval period or resolution of any appeals of such order(s).

16. •EPA Named Plaintiffs• mean the following individuals: Wanda Womack, Linda Lockhart, Pam Hall, Tina Wood, Cynthia Williams, Barbara Vail, Ethelene Springer-Davis, and Cathy R. Johnson.

17. •Market Store• means a Dollar General Store that carries an expanded selection of grocery, dairy, and frozen items, along with fresh produce and meat. A list of Market Stores as of April 1, 2012 will be submitted as Attachment B for illustrative purposes. The Parties agree to consult on any inquiries regarding the classification of a store during a proposed class member's tenure.

18. •Notice• means the Notice of Class Action, Settlement Agreement and Settlement Hearing, substantially in the form attached hereto as Attachment C, which will be mailed directly to Settlement Class Members as set out in this Agreement.

19. •Objection Period• means the period during which Settlement Class Members who wish to object to the settlement must

deliver their written objections to the Claims Administrator. All Objections will be deemed received on the date they are postmarked. If the mailing date cannot be determined, as to any particular objection, it shall be deemed to have been mailed three (3) business days prior to the date on which it was received by the Claims Administrator. The objection period ends per this Settlement Agreement once the specified objection period of 21 days expires after the final mailing or remailing of the Notices per Para. IV, C. 6.

20. •Opt-in Plaintiffs• mean the individuals who filed a timely opt-in notice as to the EPA claims and who, as of September 30, 2011, were not dismissed and who fell within the time frames and conditions of the Order issued in this Civil Action regarding opt-ins. Attachment A is a complete and exclusive list of the Opt-in Plaintiffs.

21. •Parties• means the Plaintiffs and Defendants in the Civil Action.

22. •Pay Policy• means the Store Manager Pay Policy that will be effective no later than April 1, 2012, pursuant to this Settlement Agreement and which, subject to change and notice to the

Plaintiffs•• Class Counsel, will contain the elements described in Paragraph IX., entitled NON-MONETARY PROGRAMMATIC RELIEF.

23. •Plaintiffs•• means, collectively, the Title VII Named Plaintiffs, Class Representatives, EPA Named Plaintiffs, Opt-in Plaintiffs, and putative Title VII class members.

24. •Released Claims•• means any and all gender-based employment discrimination claims for injunctive, equitable and/or monetary relief of whatever nature, known or unknown, asserted or not, including but not limited to, all claims for back pay, front pay, or other make whole relief, and for liquidated, compensatory, or punitive damages, or attorneys•• fees and costs that Settlement Class Members may have against the Released Parties arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in *Womack et al. v. Dolgencorp, Inc., et al.*; Civil Action No. 2:06-cv-00465-VEH-RRA and related case of *Wood, et al. v. Dolgencorp, Inc., et al.*; Civil Action No. 2:08-cv-01602-VEH-RRA. The Released Claims include and cover, without limitation, all claims, known or unknown, for alleged gender-based employment

discriminatory actions or omissions (including claims for retaliation for complaints of gender-based employment discriminatory actions or omissions) through the Effective Date of this Agreement and all claims that were or could have been raised in *Womack et al. v. Dolgencorp, Inc., et al.*, Civil Action No. 2:06-cv-00465-VEH-RRA and/or the related case of *Wood, et al. v. Dolgencorp, Inc., et al.*, Civil Action No. 2:08-cv-01602-VEH-RRA. The Released Claims also include and cover, without limitation, any and all claims for gender-based pay discrimination or retaliation for complaints about gender-based pay discrimination, claims for employee benefits or claims for losses caused by any unpaid wages or compensation due to gender-based pay discrimination or complaints about gender-based pay discrimination, including but not limited to, claims of alleged employment discrimination or benefits claims whether arising under Title VII of the Civil Rights Act of 1964, as amended (~~•Title VII•~~), the Equal Pay Act, the Employee Retirement Income Security Act of 1974 (~~•ERISA•~~) (except for vested benefits otherwise entitled), and/or any other federal, state, or local statutes, common law, or regulations.

25. •Released Parties• means Dolgencorp, LLC (previously Dolgencorp, Inc.), DG Retail, LLC, Dolgencorp of New York, Inc., Dolgencorp of Texas, Inc., Dollar General Partners, Dollar General Corporation, and Dolgen Midwest, LLC, their subsidiaries and affiliated companies, and in the case of all such related entities, their respective past and present owners, representatives, officers, directors, attorneys, agents, employees, insurers, successors and assigns.

26. •Settlement Agreement• or •Agreement• means this Agreement and all Attachments to it.

27. •Settlement Class• has the definition set out at Paragraph III.A.1 of this Settlement Agreement, which is repeated below:

(a) All women employed between February 8, 2006, and April 1, 2012, by Dollar General for at least one day as a salaried Store Manager at a location other than a Market Store and who have not otherwise released their Released Claims against one or more of the Released Parties; and/or

(b) All Opt-In Plaintiffs whose names are listed on Attachment A by Agreement of the Parties and who have not otherwise released

their Released Claims against one or more of the Released Parties.

28. •Settlement Class Member• means any individual who is a member of the Settlement Class.

29. •Settlement Class Participants• means Settlement Class Members who do not opt-out of the Settlement

30. •Settlement Fund• or •Fund• means \$18.75 Million (\$18,750,000.00) Dollars, which is the total amount of money Dollar General will pay under this Settlement Agreement, whether, without limitation, for the resolution of this Civil Action, monetary awards to Class Members, claims, employer and employee payroll taxes, applicable federal, state or local income taxes and government-mandated withholdings, attorneys' fees, costs, and/or any other associated fees and costs (inclusive of any class administration, cost of notice, or class approval fees or costs).

31. •Settlement Hearing• means the hearing at which the Court will consider final approval of this Settlement Agreement and related matters.

32. •Title VII Named Plaintiffs• means Renita Bishop, Patricia Blackmon, Connie Butler, Patty A. Eberle, Mary Frazier, Candie Gamble, Vickie Joy, Vallerie Hallstrom-Miller, Patricia Howard, Peggy Jones, Shirley Ledford, Phyllis Nutt, Peggy Van Ostran, Ruby Sims, Andrey Spicer and Linda Stokes.

II. NATURE AND RESOLUTION OF THE CASE.

This is a consolidated action of two lawsuits (*Womack et al. v. Dolgencorp, Inc., et al.*; Civil Action No. 2:06-cv-00465-VEH-RRA and related case of *Wood, et al. v. Dolgencorp, Inc., et al.*; Civil Action No. 2:08-cv-01602-VEH-RRA) in which Plaintiffs assert claims of sex discrimination in pay in violation of Title VII of the Civil Rights Act of 1964 (•Title VII•) and/or the Equal Pay Act (•EPA•) (hereinafter collectively referred to as the •Civil Action•). The Court granted Plaintiffs•motion to issue notice under a conditional certification of the collective action under the EPA in the *Womack* lawsuit, and there are currently 2,079 EPA Plaintiffs and Opt-In Plaintiffs. The Class Representatives also seek Rule 23 class certification of the Title VII claims. At the time the Parties agreed to mediation, Plaintiffs•motion for class certification under Rule 23 was pending and Defendants•

motions for partial summary judgment as to the disparate impact claims, the timeliness of some of the Title VII claims, and improper venue were pending. The Court stayed consideration of Defendants' motion to decertify the EPA collective until it decided Plaintiffs' Rule 23 motion. The case has involved years of discovery, including extensive expert discovery, and is hotly contested.

Pursuant to motion by the Parties, this Court stayed all proceedings to permit a mediation of the matter. The mediation occurred over a period of several days. Through the mediation, the Parties have agreed to this Settlement Agreement.

The Parties wish to avoid the risks and uncertainties, as well as the consumption of time and resources, of further litigation through settlement pursuant to the terms and conditions of this Agreement. After careful review and consideration, the Class Representatives and Class Counsel are of the opinion that the settlement set forth in this Agreement is fair, reasonable, adequate, and provides prompt relief for the Settlement Class. Class Counsel and the Class Representatives believe that the settlement set forth in this Settlement Agreement is in the best interests of the proposed Settlement Class based on all the

facts and circumstances, including the risk of significant delay and the uncertainty of achieving and maintaining class certification that could preclude any recovery for the proposed Settlement Class.

It is the Parties' desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Civil Action, as stated in the Release of Claims in this Settlement Agreement, which exist between them and between the Released Parties and the Settlement Class, including, without limitation, gender-based Title VII pay and Equal Pay Act claims.

It is the intention of the Parties that this Settlement Agreement shall constitute a full and complete settlement and release by all Settlement Class Participants of all Released Claims against all Released Parties and a dismissal, with prejudice, of the Civil Action.

Dollar General denies all claims as to liability, wrongdoing, damages, penalties, interest, fees, injunctive relief and all other forms of relief, as well as the class and collective action allegations asserted in the Civil Action. Dollar General has agreed to resolve the Civil Action via this Settlement Agreement, but to the extent this Settlement Agreement is not executed, is deemed void, is not approved by the

Court, or the Effective Date does not occur, then the Settlement Agreement may not be used in any manner in any proceedings against the interests of Dollar General. Specifically, without limitation, Dollar General does not waive, but rather expressly reserves, now and in the future, all rights to challenge any and all claims and allegations asserted by any of the Plaintiffs in the Civil Action upon all procedural and substantive grounds, including without limitation the ability to challenge class or collective action treatment on any grounds and to assert any and all other potential defenses or privileges. The Class Representatives and Class Counsel agree that Dollar General retains and reserves these rights, and they agree not to take a position to the contrary. Specifically, the Class Representatives and Class Counsel agree that, if the Civil Action were to proceed, they will not argue or present any argument, and hereby waive any argument that, based on the settlement or this Settlement Agreement or any exhibit and attachment hereto, or any act performed or document executed pursuant to or in furtherance of the settlement or this Settlement Agreement, that Dollar General should be barred from contesting class action certification pursuant to Federal Rule of Civil Procedure 23 on

any grounds or from seeking decertification of the conditionally-certified collective (or contesting additional requests for certification) of the EPA claims on any grounds, or from asserting any and all other potential defenses and privileges. This Settlement Agreement shall not be deemed an admission by, or ground for estoppel or waiver against, Dollar General that class action treatment pursuant to Federal Rule of Civil Procedure 23 or collective action treatment pursuant to the EPA in the Civil Action is proper or cannot be contested on any grounds. Additionally, neither the Settlement Agreement nor the settlement, nor any act performed or document executed pursuant to, or in furtherance of, the Settlement Agreement or the settlement: (a) is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claim, or of any wrongdoing by or liability of the Released Parties, or any of them; or (b) is or may be deemed to be or may be used as an admission or evidence of any fault or omission of the Released Parties, or any of them, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

This Settlement Agreement is a compromise and shall not be construed as an admission of liability at any time or for any purpose, under any circumstances, by the Released Parties. The Class Representatives and Class Counsel further acknowledge and agree that neither this Settlement Agreement nor the settlement shall be used to suggest an admission of liability in any dispute the Parties and/or Settlement Class may have now or in the future with respect to any person or entity. Neither this Settlement Agreement nor anything in it, nor any part of the negotiations that occurred in connection with the creation of this settlement, shall constitute evidence with respect to any issue or dispute in any lawsuit, legal proceeding, or administrative proceeding, except for legal proceedings concerning the enforcement or interpretation of this Settlement Agreement, if approved.

III. GENERAL TERMS OF THE SETTLEMENT AGREEMENT.

A. Persons Covered by this Settlement Agreement.

1. Definition of •Settlement Class.• Solely for purposes of settlement and pursuant to judicial approval of this Settlement Agreement, the Parties stipulate to the definition of the following Settlement Class:

(a) All women employed between February 8, 2006, and April 1, 2012, by Dollar General for at least one day as a salaried Store Manager at a location other than a Market Store and who have not otherwise released their Released Claims against one or more Released Parties; and/or

(b) All Opt-In Plaintiffs whose names are listed on Attachment A to the Settlement Agreement and who have not otherwise released their Released Claims against one or more Released Parties.

Further, the parties stipulate that the Class Period is the period beginning February 8, 2006, and ending April 1, 2012, except as otherwise noted herein for computation of Awards.

2. Certification. The Settlement Class will be certified pursuant to Fed. R. Civ. P. 23(b)(3), and the settlement is contingent upon final approval of the Settlement Class.

B. Duration of the Settlement. The relief embodied in this Settlement Agreement regarding exception reporting pursuant to the Pay Policy, as discussed herein at Para. VII, shall remain binding on the Parties and their agents and successors for a three (3) year period following the Effective Date. There shall be no injunction or consent decree, but the Court will retain jurisdiction to enforce the terms of the Settlement Agreement. The confidentiality and

non-admission/reservation of rights provisions of this Agreement shall remain in effect indefinitely and shall survive the expiration or termination of this Agreement.

C. Cooperation. The Parties agree that they will cooperate in good faith to effectuate and implement the terms and conditions of this Settlement Agreement to accomplish the goals and purposes of this settlement.

IV. COURT APPROVAL, NOTICE AND FAIRNESS HEARING.

A. Jurisdiction and Venue. The Parties agree that the Court has jurisdiction over the Parties and the subject matter of this Civil Action and that, for purposes of settlement, venue for this Settlement Agreement is proper.

B. Preliminary Approval.

1. The Parties have agreed upon a form for written Notice of this Settlement Agreement to Settlement Class Members, subject to Court approval.

2. Within ten (10) days after the execution of this Settlement Agreement the Parties shall petition the Court for:

(a) Preliminary approval of this settlement; and

(b) Preliminary approval of the proposed Settlement Class;
and

(c) An order that, pending Final Approval, preliminarily enjoins each putative member of the Settlement Class from commencing, prosecuting or maintaining in any court other than this Court any claim, action or other proceeding that challenges or seeks review of or relief from any order, judgment, act, decision or ruling of this Court in connection with this Settlement Agreement.

C. Notice, Objections, and Settlement Hearing.

1. Within fifteen (15) business days after Preliminary Approval, Dollar General will make all good faith efforts to identify all Settlement Class Members, as reflected in Dollar General's Human Resources data base.

2. Not later than five (5) business days after the respective deadlines for identification set out in the previous paragraph, Dollar General will provide to the Claims Administrator the following Personal Identification Information for each Settlement Class Member: (1) name, (2) last four social security number digits, and (3) last known address as listed in the Human Resources Data base.

The Claims Administrator shall request, and Dollar General shall supply within twelve (12) business days after its receipt of such request, a Settlement Class Member's full social security number only if necessary for the purpose of locating and identifying that particular Settlement Class Member. The Class Administrator shall keep and use all such Personal Identification Information and social security numbers solely for purposes of claims administration.

3. After Preliminary Approval and within twenty one (21) calendar days of the Claims Administrator's receipt of the Personal Identification Information as to a particular Settlement Class Member, the Claims Administrator will mail the Notice (Attachment C) and the claims form (Attachment D) to such Settlement Class Member, in the form attached hereto as Attachments C and D, and as approved by the Court, by United States first class mail, postage prepaid.

4. If any envelope from the mailing of the Notice and claims form is returned with a forwarding address, the Claims Administrator will re-mail the Notice and claims form to the new address within three (3) business days of the Claims Administrator's receipt of such returned envelope. The Notice and claims form shall

be modified, if necessary, only to change the stated date that objections are due.

5. In the event that a Notice and claims form is returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender," the Claims Administrator shall perform a standard skip trace in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Notice and claims form within three (3) business days of receiving the newly ascertained address; if no updated address is obtained for that Settlement Class Member, the Notice and claims form shall be sent again to the Settlement Class Member's last known address. The Notice and claims form shall be modified, if necessary, only to change the stated date that objections are due.

6. Unless returned to the Claims Administrator as provided in paragraphs 4 and/or 5 above, the Notice and claims form shall be deemed received by a particular Settlement Class Member three (3) business days after it is mailed to such Settlement Class

Member. If returned to the Claims Administrator as provided in paragraphs 4 and/or 5 below, the Notice and claims form shall be deemed received by a particular Settlement Class Member three (3) business days after it is mailed to such Settlement Class Member for the second time.

7. The Claims Administrator shall provide to Class Counsel and Counsel for Dollar General a statement of the number of Settlement Class Members who have not been located. The Claims Administrator may engage third party vendors to locate such Settlement Class Members. Before any Personal Identification Information or the social security number of any Settlement Class Member is delivered to any such third party vendor, the third party vendor must sign and deliver to the Claims Administrator a Confidentiality Agreement agreeing to: (1) keep such Personal Identification Information and social security numbers confidential; (2) return such Personal Identification Information and social security numbers to the Claims Administrator upon completion of such third party vendor's services; and (3) consent to the jurisdiction of the Court to enforce the Confidentiality Agreement, including consenting to the

imposition of sanctions for contempt of court for willful failure to comply with the Confidentiality Agreement. The Claims Administrator will maintain a copy of all such third party vendor agreements to be bound by the Confidentiality Agreement and a log of the activities of it and any third party vendors in connection with the administration of the Settlement Fund.

8. The Parties shall provide the Court, at least fifteen (15) business days prior to the Settlement Hearing, a declaration by the Claims Administrator of due diligence and proof of mailing with regard to the mailing of the Notice and claims forms.

9. Objections to this Settlement Agreement must be submitted in writing to the Claims Administrator by a stated date in the Notice, which shall be no less than twenty-one (21) calendar days after the Notice is deemed received by a particular Settlement Class Member. No one may appear at the Settlement Hearing for the purpose of objecting to this Agreement without first having submitted her objection(s) in writing as set out herein.

10. No later than ten (10) business days prior to the hearing on Final Approval of the Settlement Agreement, the Claims

Administrator shall file with the Court, with copies to Class Counsel and Counsel for Dollar General, all objections timely received by it.

11. Settlement Class Members will be notified in the Notice of their right to opt out of the Settlement Class and will be given a date certain by which they must return their opt-out form to the Claims Administrator by U.S. mail, first class postage prepaid, or by private delivery service. Private delivery service shall be effective only if the date of the return is marked and a receipt is provided. Individuals who timely opt out of the Settlement Class are not entitled to any monetary award under this Settlement Agreement. Dollar General expressly retains all defenses with respect to any such opt-outs. The statute of limitations for an opt-out to assert any claims for individual relief will resume running three (3) business days after the postmark date when she mails the written, signed statement opting out of the Settlement Class or, if a private delivery service is used, on the date the Class Administrator receives delivery of the written, signed statement opting out of the Settlement Class.

12. Each calendar week, the Claims Administrator shall notify Counsel for Dollar General and Class Counsel by fax or email of

the number of individuals who have to that date submitted timely and complete requests to opt out and whether any of them are Class Representatives.

13. Class Counsel shall have an opportunity, for at least 14 business days from the date that Class Counsel receives notice from the Claims Administrator of any Class Member opt-out, to consult with Settlement Class Members who express an interest in opting out of the Settlement Class. Class Counsel shall provide Dollar General a written summary of the number of opt-outs, excluding those who have withdrawn their request to opt-out, no later than ten (10) business days before the hearing on Final Approval of the Settlement Agreement.

14. If, by the 10th business day before the hearing on Final Approval of the Settlement, more than four (4) percent of the Settlement Class Members submit timely and complete requests to opt out and do not withdraw the request to opt-out before Class Counsel's time to consult with them has expired, Dollar General shall have the absolute right, in its sole discretion and notwithstanding any other provision of this Settlement Agreement, to withdraw in writing from this

Settlement Agreement by notification to Class Counsel and the Court as provided below, or to modify this Settlement Agreement through further negotiations with Class Counsel. Any modifications to the Settlement Agreement must be approved by the Court.

15. Within five (5) business days following receipt from Class Counsel as provided above of the number of Settlement Class Members who have opted out, Dollar General may withdraw from this Settlement Agreement in a writing, delivered to Class Counsel by email or by U.S. Mail, first class postage prepaid, and filed with the Court no later than five (5) business days prior to the hearing on Final Approval of the Settlement. If Dollar General withdraws, this Settlement Agreement will be null and void for all purposes as further set out in Section II. of this Settlement Agreement.

16. Upon Preliminary Approval, a hearing date for Final Approval of the settlement will be set at the Court's convenience at a time to permit notice, objections, resolution of objections, notice of opt-outs, and an opportunity for Dollar General to withdraw. Such hearing date may not be earlier than one hundred (100) days after the Preliminary Approval order. The Parties' Motion for Final Approval and

for Certification of the Settlement Class will be due no later than ten (10) business days following the close of the Objection Period, and the hearing will be held no earlier than ten (10) business days after the filing of the Motion for Final Approval and for Certification of the Settlement Class.

17. Final approval of the Settlement Class certification is a condition of this settlement. Failure to achieve final approval or reversal on appeal, if any, of the Settlement Class certification shall render this Settlement Agreement void *ab initio* and it shall not be used or referenced in any court or administrative proceeding. The confidentiality and non-admission/reservation of rights provisions of this Settlement Agreement shall remain in effect indefinitely and shall survive the termination or voiding of this Settlement Agreement.

V. CONSIDERATION.

In return for the monetary and non-monetary relief from Dollar General, the Settlement Class Participants shall be bound by the terms of the Settlement Agreement and agree not to file suit or accept other benefits for claims released herein. In addition, after execution of this Settlement Agreement but before Preliminary Approval and before the

Notice is sent, Class Counsel shall withdraw the related EEOC charges of Nancy Cruso, Nancy Devery, Elizabeth M. Nicolei, Sylvia K. Veno, and Leila Anne Wakefield. Further each of these Charging Parties shall request that the EEOC end its investigation, take no further action based on their inclusion in this Settlement Agreement and relief, and dismiss their EEOC charges. By agreement executed by authorized officials of the EEOC, the EEOC has agreed to terminate its investigation of pending charges by individuals who are also Settlement Class Members under this Settlement Agreement, including the charges noted above, and has agreed not to pursue any class investigation or otherwise use any such charges as the jurisdictional basis for a civil action under Title VII or the Equal Pay Act.

VI. SETTLEMENT FUND CREATION AND ADMINISTRATION.

A. Creation of Settlement Fund. In full and complete satisfaction of this Settlement Agreement, and the claims released pursuant hereto, Dollar General shall pay \$18.75 million (the •Settlement Fund•) inclusive of, without restriction, payment of any monies to Settlement Class Participants, employer taxes and government mandated withholdings, class administration costs, costs

of notice, class approval fees or costs, and attorney fees and costs. Dollar General shall not be required to pay any funds beyond \$18.75 million. No later than fourteen (14) business days after the Preliminary Approval Date, Dollar General will cause the sum of \$18.75 million to be delivered, by wire transfer, to the Claims Administrator. The Settlement Fund will be placed in an interest-bearing account approved by Class Counsel. The account shall have a unique Tax Payer Identification Number. The account will constitute a qualified settlement fund and it will be created, managed, and disbursed by the Claims Administrator under the supervision of the Parties strictly in accordance with this Agreement. No distributions may be made to the Settlement Class Participants until Final Approval of the Settlement Agreement. The Settlement Fund, plus all interest accrued thereon, will be allocated for the payment of all costs of administration of the Class Notice, individual monetary awards to Settlement Class Participants, including the Title VII and EPA Named Plaintiffs, representing back pay, or non-wage damages, and including employer and employee shares of any local, state and federal payroll taxes and government-mandated

withholdings for back wages, attorneys' fees, and costs. Except as provided herein, Dollar General will have no responsibilities with respect to the administration of the Settlement Fund account, including any distribution there from. Upon Final Approval of the Settlement Agreement, the Settlement Fund shall be divided and distributed as set out below.

B. Administrative Expenses. Class Counsel agrees that all administrative expenses of this settlement, including the fees and costs of the Claims Administrator and the costs of Notice (the "Administrative Expenses"), shall be paid out of the Settlement Fund.

C. Administration by the Claims Administrator.

1. Qualified Settlement Fund.

The Claims Administrator shall serve as trustee of the Settlement Fund and shall act as a fiduciary with respect to the handling, management and distribution of the Settlement Fund. The Claims Administrator shall act in a manner necessary to qualify the Settlement Fund as a "qualified settlement fund" under Section 468B of the Internal Revenue Code.

2. Taxes and Government Mandated Withholdings.

The Claims Administrator shall ensure that employer and employee shares of federal, state, and local taxes and government mandated withholdings are reserved in the Settlement Fund and paid to the appropriate authorities for each Settlement Class Participant who receives an individual award as a Base Award or from the redistribution of the Remaining Funds (as defined in Paragraph VIII.D. below). The Claims Administrator will issue IRS Forms W-2 for Base Awards and any redistribution awards, and Form 1099 for Service Awards and Non-Wage Damages Awards. The Claims Administrator may seek Dollar General's assistance in calculating payroll taxes on Base Awards proposed to be paid to Settlement Class Participants, but Dollar General is not required to perform such calculations nor is it responsible for their accuracy.

3. Distribution of Awards.

The Claims Administrator shall distribute individual payments, minus applicable taxes and withholdings for both employee and employer, under the terms of this Settlement Agreement to the eligible Settlement Class Participants as soon as practicable but no later than

sixty (60) days after the Final Approval Date and/or as applicable the expiration of any applicable opt-out period.

4. Notice of Time Limitations and Release.

The face of each check sent to Settlement Class Participants shall clearly state that the check must be cashed within one hundred and twenty (120) calendar days of the date on the check. All payments distributed by the Claims Administrator must be accompanied by a cover letter stating words in bold to the effect that •this check must be cashed within one hundred and twenty (120) calendar days of the date of the check or it will become void.• The claims form and the cover letters distributing award checks will contain a statement of the release under this Settlement Agreement. The back of each check will contain a legend stating: "By negotiating this check and accepting payment, I agree that I have waived and released the Released Parties from all Released Claims as defined in the Settlement Agreement and in the Notice in this matter , which exist between me and between the Released Parties and the Settlement Class, including, without limitation, gender-based Title VII pay and Equal Pay Act claims." Settlement Class Participants must sign the

check in the space below such legend; however, as stated in the cover letter, **the release of claims outlined in this Agreement shall be deemed effective by the presentation of the check from the Claims Administrator even if any Settlement Class Members are permitted to negotiate a check without a signature or fail to negotiate such check. Notwithstanding the above language on the Checks, no cash payment is required to bind the Class Participants to the Settlement Agreement per the terms of this Settlement Agreement, Para V.**

5. Named Plaintiff Releases.

All Title VII and EPA Named Plaintiffs, as a condition of receiving a monetary payment in conjunction with this Settlement Agreement, will be required to execute and deliver to Dollar General, via Class Counsel, a Named Plaintiff Release in the form agreed to by counsel for the Parties.

6. Additional Rights or Benefits Not Created.

Payments made under this Settlement Agreement are not intended to and will not: (1) form the basis for additional contributions to, benefits under, or any other monetary entitlement under; (2) count

as earnings or compensation with respect to; or (3) be considered to apply to, or be applied for purposes of, any Dollar General bonus, worker's compensation, pension, Executive Compensation, long term incentive, and/or 401(k) and/or other retirement plans or similar programs. Dollar General retains the right, but is not obligated, to modify the language of its benefit plans and pension, bonus and other programs, if necessary, to make clear that any amounts paid pursuant to this Settlement Agreement are not for hours worked, hours paid or any similar measuring term as defined by any plans and programs for purposes of eligibility, vesting, benefit accrual, or any other purpose.

VII. DISTRIBUTIONS FROM SETTLEMENT FUND.

A. Attorneys Fees and Costs. Within fifteen (15) business days after Final Approval, \$3.25 Million will be paid to Class Counsel for attorneys fees and costs, including, but not limited to, expert fees and costs. Plaintiffs may petition the Court for an additional \$2 Million to be paid to Class Counsel for attorneys fees and costs out of the Settlement Fund (in addition to the \$3.25 Million to be paid pursuant to this Paragraph). Dollar General will neither support nor oppose such petition. Finally, Plaintiffs may petition the Court for up to an

additional \$1 Million to be paid to Class Counsel for attorneys' fees and costs out of the Settlement Fund, such that there may be a total maximum award of \$6.25 Million for attorneys' fees and costs paid to Class Counsel. However, Dollar General may oppose any request for attorneys' fees and costs above \$5.25 Million. In no circumstances will Plaintiffs or Class Counsel request attorneys' fees and costs, including without limitation, expert fees and costs, that in total exceed \$6.25 Million, nor will any such award be accepted by Plaintiffs or Class Counsel.

The amount of any award for attorneys' fees and costs is left to the discretion of the Court. Pursuant to the terms of this Settlement Agreement however, Dollar General has only agreed to pay a total of \$18.75 million to resolve this matter, to include all payments to any person or entity for whatever purpose. Moreover, in no respect is the settlement of this matter contingent upon an award of any requested amount of fees or costs above the agreed \$3.25 Million amount for attorneys' fees or costs, including expert fees, as identified above.

B. Service Awards. Within fifteen (15) business days after Final Approval of the Settlement, the Claims Administrator shall

distribute service awards from the Settlement Fund to the Class Representatives in the amount of \$10,000.00 each and to the other remaining Title VII and EPA Named Plaintiffs in the amount of \$5,000 each.

C. Determination of Available Settlement Funds.

The Claims Administrator will determine the amount of individual awards (other than Service Awards) to Settlement Class Participants from the Settlement Fund after the Court determines the appropriate award of attorneys' fees to be paid from the Settlement Fund under Paragraph VI.A.2., above, and after determining an appropriate reserve to cover the budgeted costs of administering the settlement and employer share of taxes and government-mandated withholdings. The funds remaining after the payment of Service Awards, the award of attorneys' fees and budgeted administration costs, and after employer taxes and required withholdings from the Settlement Class Participants' taxable awards (the "Available Settlement Funds") shall be designated for distribution to Settlement Class Participants as set out below.

D. Distributions to Settlement Class Participants.

The Claims Administrator shall distribute the Settlement Class Participant Awards, including the Service Awards, the Base Awards, the Non-Wage Damages Awards, and the Remaining Funds Awards, to the Settlement Participants in the manner, and subject to the limitations, set out in Paragraphs VI, VII, and VIII.

VIII. SETTLEMENT CLASS PARTICIPANT AWARDS

The Claims Administrator will award the Available Settlement Funds as follows.

A. Awards to Settlement Class Participants.

1. Base Awards to Settlement Class Participants.

The Claims Administrator will distribute to each Settlement Class Participant a Base Award based on her tenure (excluding periods as a Store Manager in a •Market Store•) (•Qualified Tenure•) during the Class Period as a proportion of the total Qualified Tenure of all Settlement Class Participants during the Class Period. Qualified Tenure will be calculated in increments of no less than one month, except for those who opted into the suit pursuant to the EPA, whose Qualified Tenure will be calculated based on length of service as a

Store Manager from 2003 forward (and then again calculated as a proportion of the total Qualified Tenure of all Settlement Class Participants). This process will establish the pro rata share for all with at least one month's worth of Qualified Service to be applied against the funds designated for Base Awards by the Claims Administrator. The Base Award constitutes alleged back-pay and the Claims Administrator will adjust each award to withhold for applicable employee taxes and necessary government withholdings from the Base Award.

2. Non-Wage Damages Awards to Settlement Class Participants.

The Claims Administrator will determine an appropriate allocation of non-wage damages among those Settlement Class Participants who are determined by the Claims Administrator to be eligible to receive a Non-Wage Damages Award. As to each Settlement Class Participant, each Non-Wage Damage Award shall be based on the information contained in the particular Settlement Class Participant's claims form regarding alleged comparables, other types of claimed harm and verification of same, and Qualified Tenure during

the Class Period. Qualified Tenure will be calculated in increments of no less than one month except for those who opted into the suit pursuant to the EPA, whose Qualified Tenure will be based on length of service from 2003 forward. Non-Wage Damages Awards shall be subject to a cap of three (3) times the agreed-upon differential for each of the following two groups. For those promoted to the Store Manager position, the agreed-upon calendar year annual differential for settlement purposes is \$710.00. For those hired into the Store Manager position, the agreed-upon calendar year annual differential for settlement purposes is \$1,519.00. For Settlement Class Participants who worked less than a full year, the differential will be adjusted by dividing the number of months worked by 12 months, e.g., 6/12ths for a Settlement Class Participant who worked 6 months. These Non-Wage Damages Awards represent non-wage damages which are not subject to tax or government mandated withholding. The Non-wage damages award fund shall be established prior to the setting of the Base Award funds for allocation per the methods set in Para. VIII A. 1

B. Limitation on Awards.

The total award (excluding any Service Award) to any Settlement Class Participant, *i.e.*, the aggregate award from the Available Settlement Fund to any Settlement Class Participant, whether as a Base Award, a Non-Wage Damages Award or as a result of the redistribution of Remaining Funds (as set out below), shall not exceed four (4) times the applicable agreed differential for each of the groups of Settlement Class Participants either promoted or hired into the Store Manager position as stated in Paragraphs VIII.A.2 and B.2, utilizing the same methodology for adjustments related to Settlement Class Participants whose Qualified Tenure contains a partial year. No Cash Awards shall be made to Class Participants serving less than one month's worth of Qualified Service.

C. Remaining Funds.

1. Remaining Funds Awards.

To the extent there are any funds remaining in the Settlement Fund after: (1) the Claims Administrator has completed the administration and payment of all awards (including Service Awards, Base Awards, and Non-Wage Damages Awards), including payment

of all tax withholdings and payroll taxes to the appropriate taxing authorities; (2) all Administrative Expenses have been paid; and (3) the payments to Class Counsel have been paid in accordance with the Court's order or orders relating to Class Counsel fees and costs (the •Remaining Funds•), then such Remaining Funds shall be redistributed to the Settlement Class Participants. Subject to the limitation set out in Paragraph VIII.C. above, each Remaining Funds Award will be based on each particular Settlement Class Participant's pro rata share, determined as a percentage of that particular Settlement Class Participant's Qualified Tenure during the Class Period compared to the total of all Settlement Class Participants' Qualified Tenure during the Class Period, of the total Remaining Funds. The Remaining Funds Awards constitute alleged back-pay and the Claims Administrator will adjust each such award to withhold for applicable employee taxes and necessary government withholdings

2. Funds Remaining after Remaining Funds Awards; Uneconomical Distributions.

If any funds remain after the Remaining Funds Awards are distributed, or if the Claims Administrator in its discretion determines that the Remaining Funds amount is so small that Remaining Funds Awards are impractical, the Claims Administrator shall distribute the balance of the Remaining Funds to the Dollar General Literacy Foundation, a 501(c) charitable entity.

IX. NON-MONETARY PROGRAMMATIC RELIEF.

Dollar General shall institute, effective April 1, 2012, a new Store Manager pay policy (~~•Pay Policy•~~) that is intended to be objective, transparent, and self-executing and less discretionary than prior policies. The new Pay Policy will be designed to incorporate labor market and geographic data to set initial pay rates and will take into account certain store and individual specific criteria. The new Pay Policy will require written explanation and documentation for any exceptions to the Policy and will require that exceptions must be reviewed on an individual basis by a designated representative or team including responsible HR management. The new Pay Policy shall be provided to Class Counsel on a confidential basis and may be presented to this Court for *in camera* review under seal. Due to

competitive issues, the Parties agree that the Pay Policy is considered a confidential business matter and will not be attached to the Settlement Agreement. The Pay Policy may be changed and such changes will be provided to Class Counsel during the three year annual reporting period from the Effective Date of the settlement.

Dollar General shall provide annual reports to Class Counsel for three (3) years from the Effective Date of settlement certifying Dollar General's compliance with its new Pay Policy and providing information on any approved exceptions. Information regarding approved exceptions shall include the amount of the exception, the gender of the Store Manager for whom the exception was approved, whether the salary included payment for experience and the reason for the exception in the form of an Excel spreadsheet. In order to understand or confirm reasons for exceptions, Class Counsel may sample 15% of approved exception documentation or an additional 10% (for a total of 25%) of approved exception documentation if the approved exception rate for female Store Managers is less than 80% of the approved exception rate for male Store Managers (*i.e.*, the 4/5ths test).

X. ENFORCEMENT.

A. No Third Parties. Enforcement of this Settlement Agreement shall be prosecuted by Class Counsel or Counsel for Dollar General only, not third parties. Class Counsel shall meet and confer with Counsel for Dollar General prior to commencement of any enforcement proceedings and provide reasonable opportunity to correct any alleged non-compliance.

B. Dispute Resolution. The Parties will work diligently and in good faith to resolve all disputes, including any disputes that may arise regarding Dollar General's compliance under the terms of this Settlement Agreement or that may arise during the term of this Settlement Agreement concerning the rights, obligations and duties of the Parties to this Settlement Agreement. In the event the Parties cannot agree on compliance with the Settlement, the Parties will first attempt to resolve the dispute with the facilitation of the mediator used by the parties to resolve this matter before presenting the dispute to the Court. The Parties shall split 50-50 the fees and expenses of the mediator in the event of such a dispute.

C. Other Suits or Actions. Upon the Effective Date of this Settlement and Class Certification, the Court shall enter an Order dismissing the Civil Action with prejudice. Class Counsel shall support and join any motion to dismiss and bar any claims that are related to claims under the Class Action Settlement.

XI. ATTORNEYS' FEES AND EXPENSES OF CLASS COUNSEL.

No later than seven (7) business days following the Final Approval Date, including the approval of Class Counsel's attorneys' fees and costs, the Claims Administrator will pay Class Counsel the amount to be finally determined by the Court pursuant to Paragraph VII. A. as attorneys' fees and costs, directly from the Settlement Fund. At least five (5) business days prior to the date of payment, Class Counsel will provide the Claims Administrator with tax-payer identification numbers for Class Counsel and executed Form W-9s.

XII. PARTIES' AUTHORITY.

The Title VII and EPA Named Plaintiffs hereby represent that they are fully authorized to enter into this agreement and to bind the Parties and the Settlement Class Members to the terms and conditions hereof.

XIII. NOTICES.

Unless otherwise specifically provided herein, or modified by the Court during the term of this Agreement on the application of a party, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Class Representatives or to any Settlement Class member:

WIGGINS CHILDS QUINN & PANTAZIS

Robert L. Wiggins, Jr.

Rocco Calamusa, Jr

Kevin W. Jent

The Kress Building

301 19th Street, North

Birmingham, AL 35203-3204

To Defendants:

MORGAN, LEWIS & BOCKIUS LLP

Ronald E. Manthey

1717 Main Street, Suite 3200

Dallas, TX 75201

XIV. MODIFICATION

This Settlement Agreement and its attachments may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court.

XV. ENTIRE AGREEMENT.

This Settlement Agreement, its terms and the Class Participants' Releases, and its attachments constitute the entire agreement of the Parties and supersede all prior agreements between the Parties and the Settlement Class concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Agreement. In the event of any conflict between this Settlement Agreement and any other settlement-related document, the Parties and Class Members intend that this Settlement Agreement shall be controlling. No injunction, consent decree, monitoring or continuing judicial oversight, except as to jurisdiction to enforce the terms of the contractual settlement as outlined in Paragraph II.B.infra, will be included in the final settlement. The agreements of the Parties shall be contractual only in a settlement agreement to be approved by the Court.

XVI. CHOICE OF LAW/JURISDICTION.

This Settlement Agreement shall be subject to, governed by, construed, enforced, and administered in The United States District Court for the Northern District of Alabama in accordance with Alabama law on Contracts. and federal rules and shall be subject to the continuing jurisdiction of the Court. This Settlement Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Settlement Agreement or any specific term or condition thereof.

XVII. COUNTERPARTS.

This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all Parties and Settlement Class Members.

XVIII. CONFIDENTIALITY.

1. All proprietary and confidential documents or information that have previously been provided to Class Counsel as of the date this Settlement Agreement is executed, or which are produced by Dollar General, pursuant to the Agreed Protective Order Agreement previously executed by the Parties and entered by the Court, or any provision of this Settlement Agreement shall, unless otherwise agreed, be treated as, and thereafter remain, confidential. Said documents and information shall not be disclosed to anyone other than the mediator or the Court in connection with any proceeding to enforce any provision of this Settlement Agreement. If such disclosure is deemed necessary by Class Counsel or Dollar General, Class Counsel or Dollar General shall identify and disclose to the other party such documents and information deemed necessary to disclose at least ten (10) business days prior such disclosure and/or filing such documents with the Court, and, if a party so requests, shall seek permission to disclose and/or file said documents with this Court under seal and will not file such documents until the Court has ruled on that motion.

2. After the Effective Date of this Agreement, all proprietary and confidential documents or information provided to Class Counsel by Dollar General and designated as •Confidential• or a similar designation pursuant to this Settlement Agreement or the prior Confidentiality Agreement executed by the Parties, or that have been produced in confidence pursuant to any provision of this Settlement Agreement, and all copies of such documents or information shall be returned to Counsel for Dollar General or be destroyed within thirty (30) days of the expiration of the three (3) year term of this Settlement Agreement. Certification of such destruction shall be provided to Counsel for Dollar General.

3. Nothing in the preceding paragraphs shall preclude any party from responding to a lawful discovery request, subpoena, or court order; provided, however, that the party against whom such discovery is sought or such subpoena or order is directed agrees to provide notice within forty-eight (48) hours of receipt of such a request or demand and a copy of same to counsel for the other Parties to this Settlement Agreement. The Party receiving the request shall not produce documents or information until the other Parties have at least

ten (10) business days to file objections or otherwise in writing agree to the production.

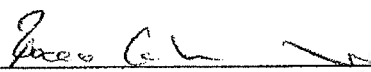
4. Other than necessary disclosures made to the Court, the fact of Settlement, the contents of this Agreement and the attachments hereto, the Parties' settlement negotiations and all related information shall be held strictly confidential by Dollar General, Counsel for Dollar General, Class Counsel, Class Representatives and Settlement Class Members, and shall not be disclosed to any third parties (including the media), subject only to the following exceptions: (a) Class Counsel and the Class Representatives may communicate with Settlement Class Members for purposes of implementing, administering and enforcing the Settlement as provided herein, and Class Counsel may respond to inquiries they respectively receive from Settlement Class Members; (b) Dollar General may communicate with those persons, including Dollar General employees, Board of Director members, as well as internal or outside auditors, necessary for the administration, implementation, and enforcement of the Settlement, to inform them of the Settlement and its terms; (c) Class Counsel, Class Representatives, Settlement Class Members and Dollar General

agree that no press release will be released nor will any of the Counsel for Parties respond to inquiries except pursuant to the text of a jointly issued and agreed upon statement. If Dollar General, Class Counsel, any of the Class Representatives or a Settlement Class Member is contacted by the media thereafter, they shall only respond in a manner that is consistent with the mutually agreed upon press release, if any, referenced above. If Dollar General, Class Counsel, any of the Class Representatives or a Settlement Class Member is contacted by the media prior to the Preliminary Approval hearing or the issuance of the agreed upon press release, they shall only respond in a manner that is consistent with the mutually agreed upon statement referenced above, if any.

IN WITNESS WHEREOF, the undersigned have duly executed
this Agreement as of the date indicated below:

Dated: April 6, 2012

WIGGINS CHILDS QUINN & PANTAZIS

By: 

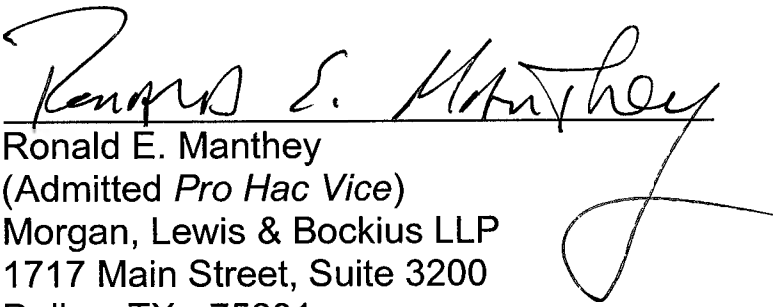
Robert L. Wiggins, Jr.
Rocco Calamusa, Jr
Kevin W. Jent
The Kress Building
301 19th Street, North
Birmingham, AL 35203-3204

Dated: April
October 6, 2012

Counsel for Class Representatives
and Class Members

Dated: April 6, 2012

MORGAN, LEWIS & BOCKIUS LLP

By: 

Ronald E. Manthey
(Admitted *Pro Hac Vice*)
Morgan, Lewis & Bockius LLP
1717 Main Street, Suite 3200
Dallas, TX 75201
Tel: 214-466-4000
Fax: 214-466-4001

Dated: April 6, 2012

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: _____
Elizabeth S. Washko
401 Commerce Street, Suite 1200
Nashville, TN 37219
Tel: 615-254-1900
Fax: 615-254-1908

Counsel for Defendants