

ATTORNEY GENERAL OF THE STATE OF NEW YORK  
ROCHESTER REGIONAL OFFICE

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In the Matter of

Assurance No. 26-064

**Investigation by LETITIA JAMES,  
Attorney General of the State of New York, of**

DOLGEN NEW YORK LLC  
(d/b/a DOLLAR GENERAL), AND  
DOLLAR GENERAL CORPORATION

Respondents.

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**ASSURANCE OF DISCONTINUANCE**

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to New York Executive Law § 63(12), New York General Business Law (“GBL”) Article 22-A, §§ 349 and 350, and New York Agriculture and Markets Law (“AML”) § 197-b against Dolgen New York, LLC, Dollar General Corporation (jointly “Respondents”), and their affiliates. This Assurance of Discontinuance (“Assurance”) contains the findings of the OAG’s investigation and the relief agreed to by the OAG and Respondents whether acting through their respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries, etc. (collectively, “Parties”).

## **OAG's FINDINGS**

1. Dolgen New York, LLC is a Kentucky limited liability company authorized to conduct business in New York State, where it operates over 623 stores as of February 27, 2026. It is a subsidiary of Dolgencorp of Texas, Inc., which is a Kentucky corporation and the sole member of Dolgen New York, LLC. Dolgencorp of Texas, Inc., is a corporation in which the sole shareholder is DG Strategic I, LLC. DG Strategic I, LLC is a Tennessee limited liability company of which DG Promotions, Inc., a Tennessee corporation, is the sole member.
2. DG Promotions, Inc., is a subsidiary of Dollar General Corporation, which is a Tennessee corporation with corporate offices located at 100 Mission Ridge, Goodlettsville, Tennessee.
3. Dollar General Corporation is the largest discount retailer in the United States by number of stores, with 20,959 stores located in 48 U.S. states and Mexico as of February 27, 2026. It offers its own store-brand items as well as national-brand items like food, home items, seasonal items, and apparel. Dollar General's merchandise is typically priced at \$10.00 or below. During its Fiscal Year ("FY") 2025, Dollar General Corporation had net sales of \$42.7 billion across all of its operations.
4. Dolgen New York, LLC, Dollar General Corporation, and all other affiliates are hereinafter collectively referred to as "Dollar General."
5. The period relevant to the OAG Investigation is from January 1, 2019, through the present date, hereinafter referred to as "Relevant Period."
6. Between 2022 and 2025, the OAG received multiple complaints from customers who reported that they were charged more by Dollar General than the advertised shelf price or

advertised prices in its weekly promotional flyers; that they were unable to use coupons; that they were not provided refunds following an alleged overcharge; or had other issues when seeking a price adjustment despite Dollar General's policy to honor the lowest price for the customer in the event of any difference between an item's advertised price, marked price, shelf-label price, and/or the price charged at the register.

### **Weights and Measures Inspection Failures**

7. Under AML § 197-b(2)(b), retail stores must assure that the price charged for an item is equivalent to the "retail price," meaning the lowest advertised, written, posted, or marked price for an item offered for sale.
8. AML § 197-b(3)(b), as well as many local laws in New York State, require that retail stores must score at least 98 percent on price accuracy inspections, which compare the price advertised on store shelves and the price scanned at checkout.
9. In January 2023, the director of the Wayne County Weights and Measures department raised concerns to the OAG about high failure rates for price accuracy inspections at Dollar General stores throughout 2022. It was noted that 13 of 14 inspections conducted between February 2, 2022 and January 18, 2023 resulted in failures.
10. The OAG also obtained 913 Weights and Measures inspection reports from across the state for Dollar General's FYs 2021, 2022, and 2023. While not all of New York's county or city-level Weights and Measures offices inspected pricing accuracy at Dollar General stores, 33 of them did. 287 unique stores were inspected, and 95,539 items were scanned by inspectors.

11. During FY 2021-2023, 43 percent of Dollar General Weights and Measures inspections resulted in price accuracy failures. In FY 2021, 42 percent of inspections failed. In FY 2022, 55 percent of inspections failed. In FY 2023, 28 percent of inspections failed.

### **OAG Investigative Visits**

12. From March 2023 through June 2023, two OAG undercover investigators made purchases of items advertised in Dollar General's weekly ad/flyer at 11 distinct Dollar General stores in the counties of Monroe, Wayne, Ontario and Erie of upstate New York to check Dollar General's compliance with the AML as well as local pricing and false advertising laws.
13. In accordance with AML requirements, county Weights and Measures inspections assess the accuracy of shelf prices as compared to register prices but do not examine the accuracy of advertised promotional prices as compared to register prices. The OAG investigation included a comparison of weekly ad/flyer prices to shelf, register, and receipt prices in order to conduct a more holistic assessment of Dollar General's compliance with pricing accuracy-related laws.
14. During investigative visits to Dollar General stores, investigators purchased 114 total items with a range of nine-12 items per store.
15. Of those 114 items, investigators were overcharged for 16 items, representing 14 percent of the 114 items purchased. The four highest overcharges of the lowest advertised price for a specific item were: 39 percent, 38 percent, 26 percent, and 22 percent.
16. The investigators found multiple instances in which prices advertised on shelf tags were inconsistent with prices at checkout; prices advertised on digital and print weekly

ad/flyers were inconsistent with prices at checkout; and prices advertised on digital coupons were inconsistent with prices at checkout.

17. Investigators also found in the 11 stores they visited in 2023 that there was no signage posted in a conspicuous place stating the store's policy in the event of an overcharge. For example, on March 17, 2023, during an investigative visit made by an OAG investigator to the Dollar General store located at 7463 Route 5 & 20 in Bloomfield, New York (Ontario County), there was no signage posted in a conspicuous place stating the store's policy in the event of an overcharge.
18. In a follow-up visit to the above-referenced Bloomfield store on April 11, 2025, an OAG investigator found that there was still no signage posted in a conspicuous place stating the store's policy in the event of an overcharge.
19. When reviewing the investigators' shopping receipts, the OAG found it difficult to ascertain whether the investigators received the benefit of the sales, discounts, and promotions being offered by Dollar General at the time and point of purchase for a variety of reasons including, but not limited to, that receipts contained various confusing formats which required customers to interpret the information displayed and typically have to mathematically calculate the price paid for a particular product after applying promotions and discounts. For example, some receipts only displayed the full price for a product, others only displayed the net price paid after promotions and discounts were applied, and others displayed neither. In order to determine the prices investigators paid for individual items with certainty, the OAG created multiple spreadsheets to determine what each line item of each receipt represented. As a result, the OAG determined that the receipts were confusing to customers.

### **Further Investigative Steps**

20. The OAG also found that the March 4, 2024 Terms and Conditions for customers' usage of Dollar General's DG mobile app were inconsistent with Dollar General's policy to honor the lowest price for the customer in the event of any difference between an item's advertised price, marked price, shelf-label price, and/or the price charged at the register. The Terms and Conditions stated that "in the event that you and any Dollar General employee calculate different totals for your purchase, the calculation confirmed by the Dollar General employee shall be the amount payable by you."
21. On February 6, 2024, OAG issued a Cease-and-Desist Letter and a Subpoena Duces Tecum to Respondents.

### **Price Accuracy Failures and False Advertising**

22. Executive Law § 63(12) authorizes the OAG to take action against any person who engages in "repeated fraudulent or illegal acts or otherwise demonstrate[s] persistent fraud or illegality in the carrying on, conducting or transaction of business."
23. GBL § 349 prohibits deceptive acts and practices in the conduct of any business.
24. GBL § 350 prohibits false advertising; specifically, GBL § 350-a states that false advertising means advertising, including labeling, of a commodity if such advertising is misleading in a material respect.
25. AML § 197-b(2)(d) states a retail store shall post "in a conspicuous place, the refund policy of such retail store in the event of an overcharge."
26. AML § 197-b(3)(b) states that a retail store shall be deemed in compliance with the law if 98 percent of the items in the sample selected are accurately priced.

27. As a result of its investigation, the OAG finds that Dollar General violated these statutes and regulations by:

- a) repeatedly and persistently charging customers a higher price for items at checkout registers than Dollar General advertised on its shelf labels, signs, advertising circulars, website or mobile app, thereby overcharging customers;
- b) failing to accurately price items at a rate of at least 98 percent as evidenced by pricing accuracy inspections conducted pursuant to AML Law § 197-b(3);
- c) failing to conspicuously post the refund policy in the event of an overcharge at its retail stores as required by AML § 197-b(2);
- d) falsely advertising prices at its registers, on its shelves, online in its “DG” app, and online with its weekly ad/flyer of sale prices published on its website;
- e) including terms and conditions for the DG app Cart Calculator that were inconsistent with Dollar General’s pricing policy which honors the lowest price for the customer in the event of any price discrepancy; and
- f) utilizing a confusing receipt design that had the effect of misleading customers.

28. Overall, the OAG finds that Respondents’ actions violate Executive Law § 63(12), GBL § 349 and 350, and AML § 197-b.

29. Respondents neither admit nor deny the OAG’s Findings set forth in Paragraphs 1-28. By entering this Assurance, Respondents make no admission as to liability, violation of any law, or the accuracy of any of the OAG’s factual assertions as stated herein.

30. Respondents have agreed to this Assurance in settlement of the violations described herein and to avoid the time, expense, and distraction of litigation.

31. The OAG finds the relief and agreements contained in this Assurance are appropriate and in the public interest. THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of Executive Law § 63(12), GBL §§ 349 and 350, and AML § 197-b based on the conduct described herein during the Relevant Period.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

**RELIEF**

32. General Injunction: Respondents shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to Executive Law § 63(12), GBL §§ 349 and 350, and AML § 197-b.

**Programmatic Relief**

33. Pricing Accuracy Policy: Dollar General shall maintain a policy of honoring the lowest price for the customer in the event of any difference between an item's advertised price, marked price, shelf-label price, and/or the price charged at the register.
34. Shelf Tag Pricing Compliance: Dollar General shall allocate sufficient labor coverage to ensure shelf tags are updated to ensure pricing accuracy in connection with a price change or promotional activity. Additionally, Respondents shall create and maintain records sufficient to show that each week each of Respondents' retail locations in New York received updated shelf tags and, in the case of shelf tags to be printed by employee(s), that such updated shelf tags were printed by employee(s).
35. Training: All Dollar General employees working in New York State who have not previously participated in price accuracy training within the 12 months preceding the date

of the execution of this Assurance shall participate in price accuracy training within ninety days of the execution of this Assurance.

- a. On a going forward basis after the initial price accuracy training set forth above, Dollar General shall ensure that all newly hired or rehired store employees in New York State complete a price accuracy training within the first 30 days of employment after their hire date.
- b. The training shall provide employees information concerning:
  1. that accurate pricing is a requirement of Weights and Measures laws; and
  2. that Dollar General's policy to honor the lowest price for all items regardless of whether the lowest price is an advertised price, a marked price, the shelf label price, or the price charged at the register.
- c. Employees shall receive a three-question knowledge check at end of the training module. At least one of the questions shall elicit that Dollar General's policy is that customers should be charged the lowest advertised price for an item in the event of any difference between an item's shelf label price, and/or the price charged at the register.
- d. Annual retraining on pricing accuracy shall be conducted for every store employee in New York State.
- e. Dollar General shall obtain and keep written evidence of compliance with these training requirements.
- f. Dollar General shall keep records of the training sessions for a period of three years.

36. Receipt Reform: Respondents shall reform their customer receipts to resolve the current

composition of the receipts that is confusing.

- a. Respondents shall reform their customer receipts so that all discounts that apply to specific items purchased shall be displayed on the receipts directly below each of the items listed on the receipt.
- b. If there is a single promotion that applies to multiple items, but not all items, such as buy-one-get-one-free promotions, the discounts will be divided proportionally below each item included in that promotion.
- c. Promotions that apply to multiple eligible items in a customer's basket, such as a \$5 off coupon for a purchase of \$25 or more of eligible items, shall be displayed at the bottom of a receipt and may be divided proportionally below each eligible item subject to the promotion.
- d. Receipts shall clearly display in one place to consumers the total savings applied to the total purchase price due to all applicable promotional pricing, including when there is a combination of promotions that are applied to the consumer's entire basket or apply only to specific items.
- e. Receipt reform shall be completed within 18 months of the Effective Date of this Assurance.
- f. *Judgment by Confession*: To secure the receipt reform described by this section, Dolgen New York LLC will execute and deliver, at the time of the execution and delivery of this Assurance, the accompanying Affidavit for Judgment by Confession (attached hereto as Exhibit A), confessing judgment for the monetary relief amount of no more than \$381,265.00, consisting solely of: (i) \$312,500.00 (the "Receipt Monetary Relief Amount"); (ii) \$68,750.00 in collection fees

(representing 22% of the Receipt Monetary Relief Amount); and (iii) \$15.00 in statutory costs pursuant to Section 3218 of the Civil Practice Law and Rules of the State of New York.

- g. The OAG shall forgive the Judgment by Confession if Respondents complete the receipt reform within 18 months of the Effective Date of this Assurance.
- h. In the event the OAG has reason to believe that Dollar General has violated the provisions of this Assurance to complete the receipt reform, the provisions set forth in Paragraph 56 below shall apply.
- i. Respondents represent and warrant that the signatory below has been duly authorized, and has the authority, to sign an Affidavit for Judgment by Confession on behalf of Respondents, as per the Secretary's Certificate attached hereto as Exhibit B.

37. Price Overcharge Policy Signage: Respondents will post signage in all New York State stores alerting customers of its policy of honoring the lowest price in the event of any difference between an item's advertised price, marked price, shelf-label price, and/or the price charged at the register. Such signage will be posted in a conspicuous location near each register/point-of-sale system.

38. Weekly Ad/Flyer Price Accuracy Compliance Program: For Dollar General's 2027, 2028, and 2029 FYs, Respondents shall engage an independent third-party auditor to conduct 15 random audits per FY to ensure that their weekly ad/flyer advertised prices match register prices and in-store shelf prices.

- a. The audit shall consist of a price check of 25 items.
- b. The weekly ad/flyer must be the weekly circular for the store being audited.

- c. The stores must be in New York.
- d. The audits must be conducted on a Monday, Tuesday, or Wednesday of the week in which the weekly ad/promotion being audited is in effect.
- e. Dollar General will direct its third-party auditor to conduct the audits in 15 different stores in multiple counties spread throughout New York.
- f. Dollar General will direct its third-party auditor to select a variety of offer types (e.g. everyday low prices, coupons, buy two and get one free, etc.) during each audit.
- g. Dollar General will direct its third-party auditor to make reasonable efforts to ensure that the 25 items checked from the weekly ad/flyer include a variety of item types.
- h. Auditors will check to make sure that the advertised price, the shelf price, and the register price all match.
- i. For items found to have incorrect pricing between the weekly ad/flyer and the shelf price or register price, Dollar General will take reasonable steps to correct any such discrepancy including, if feasible, by updating pricing in stores at the register or on the shelf or by sending updated signage to stores.

39. *Dollar General Weekly Ad/Flyer Pricing Validation*: Dollar General shall conduct a vetting process to ensure that register prices match prices in its weekly ad/flyer. Appropriate Dollar General personnel or delegates will review the pricing of all items in Dollar General's weekly ad/flyer, even those that are advertised at an "everyday low price," and validate the accuracy of every item advertised in the weekly ad/flyer. Dollar General employees or delegates will proofread and validate the weekly ad/flyer during

the week preceding the effective date of the weekly ad/flyer so that all necessary corrections are made, either by updating pricing in stores at the register or on the shelf or by sending updated signage to stores prior to the effective date of the weekly ad/flyer.

40. Dollar General "DG" App Terms and Conditions: Dollar General has deleted the Cart Calculator functionality in its DG App, which resolves the discrepancy between its Terms and Conditions and its policy that the lowest price will be charged to customers in the event of a pricing discrepancy. As a result, this area of concern has already been voluntarily resolved by Respondents and Respondents agree to continue this action step or, in the event Dollar General wishes to re-launch Cart Calculator, or another similar function, Dollar General agrees to ensure adherence between the Terms and Conditions applicable to Cart Calculator and/or a similar function will incorporate its policy to honor the lowest price in the event of any discrepancy between shelf price, register price and/or advertised price.

41. Third-Party Pricing Accuracy Audits: During Dollar General's 2027, 2028, and 2029 FYs, an independent third-party auditor-vendor shall conduct audits for Respondents, such that each Dollar General store located in New York is audited twice per year. The audits shall be conducted without notice to the Dollar General management/staff responsible for pricing accuracy in those stores.

- a. These audits shall include a random sampling of 50 items from a cross-section of each store, and each audit shall generate a report that includes the following: the store location and store number; the number of items sampled by the auditors; the total number of overcharge errors found by the auditors; and for every overcharge error found:

1. The name of the item sampled and the UPC code;
  2. The shelf price; and
  3. The scan or register price.
- b. An audit that reveals overcharge errors in more than two percent of the items sampled at any one store shall constitute a failed audit. All price discrepancies identified during such audits will be corrected no later than 24 hours after their identification.
- c. In the event that any single store fails two such third-party audits within a single Dollar General FY, the District Manager responsible for the store will conduct, within five business days of receiving notice of the second failed third-party audit, a follow-up audit consisting of either:
1. a full-store assessment consisting of ensuring that every shelf tag is price checked; or
  2. an audit of shelf tags confirming that no expired promotional signage remains posted in the store; checking a minimum of 500 shelf tags and, when applicable, checking samples of at least 10 shelf tags associated with core price changes made during each of the 52 weeks preceding the audit date, and, in the event of any pricing inaccuracies being identified, replacing all the shelf tags associated with price changes during the week when the inaccurate shelf tags should have been updated.
- d. All price discrepancies identified during such audits will be corrected no later than 24 hours after their identification.
- e. Within 10 business days of the District Manager audit being conducted as

required in Paragraph 41(c), Dollar General shall provide the OAG with an Affirmation from the relevant District Manager or Regional Director that such District Manager audit (whether a full-store assessment or an audit of shelf tags) has been completed. The Affirmation shall include: the date(s) on which Dollar General received notice of the second failed third-party audit of shelf prices, the date(s) on which the District Manager conducted the required follow-up audit, whether the follow-up audit was a full-store assessment or an audit of shelf tags, a corrective action plan summarizing the remedial action steps Respondents have taken to correct the pricing accuracy violations and describing how they intend to prevent future pricing inaccuracies at the store location that failed the audit, and the written name of the person signing the Affirmation.

- f. Dollar General shall retain all reports and other records of every third-party audit for a period of three years from the date of each audit and shall produce all such reports or records to the OAG upon its reasonable request.

42. District Manager Shelf-Label Pricing Audits: For FYs 2027, 2028, and 2029, Dollar General shall continue its policy that at least every six weeks District Managers shall visit each of the stores they are responsible for and audit shelf-label pricing on 50 items across a cross-section of each store. A District Manager audit that reveals overcharge errors in more than two percent of the items sampled at any one store shall constitute a failed audit.

- a. District Managers will direct store employees to remediate any pricing accuracy errors within 24 hours and conduct appropriate training or progressive discipline for audit failures.
- b. If a Dollar General store fails a District Manager's pricing audit three times within

a six-month period, the District Manager will conduct, within five business days of the third failed District Manager audit, a follow-up audit consisting of either:

1. a full-store assessment consisting of ensuring that every shelf tag is price checked; or
  2. an audit of shelf tags confirming that no expired promotional signage remains posted in the store; checking a minimum of 500 shelf tags; and, when applicable, checking samples of at least 10 shelf tags associated with core price changes made during each of the 52 weeks preceding the audit date, and, in the event of any pricing inaccuracies being identified, replacing all the shelf tags associated with price changes during the week when the inaccurate shelf tags should have been updated.
- c. All price discrepancies identified during such audits will be corrected no later than 24 hours after identification.
- d. Dollar General shall retain all reports and other records of stores that failed District Manager audits for a period of three years from the date of each audit and shall produce all such reports or records to the OAG upon reasonable request.

43. Weights and Measures Outcomes: All price discrepancies identified during inspections by Weights and Measures officials will be corrected no later than 24 hours after their identification to Dollar General.

- a. For FYs 2027, 2028 and 2029 following the Effective Date of this Assurance, if any single New York Dollar General store fails two inspections by a Weights and Measures official within a Dollar General FY by having overcharge errors in more

than two percent of the items sampled during such inspections, the District Manager with responsibility for that store will conduct, within five business days of receiving notice of the second failed Weights and Measures inspection, a follow-up audit consisting of either:

1. a full-store assessment consisting of ensuring that every shelf tag is price checked; or
  2. an audit of shelf tags confirming that no expired promotional signage remains posted in the store; checking a minimum of 500 shelf tags; and, when applicable, checking samples of at least 10 shelf tags associated with core price changes made during each of the 52 weeks preceding the audit date, and, in the event of any pricing inaccuracies being identified, replacing all the shelf tags associated with price changes during the week when the inaccurate shelf tags should have been updated.
- b. All price discrepancies identified during such audits will be corrected no later than 24 hours after their identification.
- c. Within 10 business days of the District Manager audit being conducted as required above, Dollar General shall provide the OAG an Affirmation from the District Manager or Regional Director that such District Manager audit (whether a full-store assessment or an audit of shelf tags) has been completed. The Affirmation shall include: the date(s) on which Dollar General received notice of the second failed Weights and Measures inspection; the date(s) on which the District Manager conducted the follow-up audit, whether the follow-up audit was a full-store assessment or an audit of shelf tags; a corrective action

plan summarizing the remedial action steps taken to correct the pricing accuracy violations and describing how Dollar General intends to prevent future pricing inaccuracies at the store location that failed the Weights and Measures inspections; and the written name of the person signing the Affirmation.

- d. Dollar General shall retain all reports and other records of every Weights and Measures inspection for a period of three fiscal years from the date of each inspection and shall produce all such reports or records to the OAG upon reasonable request.

44. Oversight/Monitoring:

- a. *Periodic Compliance Reports:* Within 60 days of the end of Dollar General's FYs 2027, 2028, and 2029, Dollar General will provide the OAG with a signed certification containing:
  - 1. The number of Weights and Measures inspection reports Dollar General's corporate headquarters received for stores in New York during the preceding fiscal year;
  - 2. Of such reports received by Dollar General's corporate headquarters, the number of stores in New York that failed a Weights and Measures inspection by having an overcharge rate of more than two percent during the preceding fiscal year;
  - 3. The number of stores in New York that received a third-party inspection of shelf prices from Dollar General's third-party vendor;
  - 4. The number of stores in New York that failed such third-party inspection of shelf prices by having an overcharge rate of more than two percent

during the preceding fiscal year; and

5. The number of compliance audits of the weekly ad/flyer that resulted in four or more items having incongruence or discrepancy between the advertised price in the weekly ad/flyer and the shelf price, the register price or receipt price.
6. This report shall be in writing and shall be signed by the Respondents.
7. Respondents expressly agree and acknowledge that a default in the performance of any substantial or material obligation under this paragraph is a violation of the Assurance, subject to the notice-and-cure provisions set forth in Paragraph 56 below; and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 31, *supra*, in addition to any other appropriate investigation, action, or proceeding, and that evidence that the Assurance has been violated shall constitute prima facie proof of the statutory violations described in paragraphs 1-28, pursuant to Executive Law § 63(15).

45. Donation

- a. In consideration of the making and execution of this Assurance, Respondents, as a civil penalty, shall make one or more donation(s) of food products, personal care items and/or other items reasonably agreeable to Donee Organizations (as defined below) with a total retail value of \$1,875,000.00 to one or more non-profit organizations previously agreed upon by the OAG and Respondents (“Donee Organization(s)”).
- b. Value of the products to be donated shall be determined by their retail price.

- c. Respondents shall have 18 months from the Effective Date of this Assurance to complete the \$1,875,000.00 product donations.
- d. All products must have unexpired expiration dates, as applicable to that category of product.
- e. Products donated by Respondents pursuant to this Assurance shall be delivered to locations in New York State identified by Donee Organization(s) at Respondents' own expense, on dates and times reasonably convenient for the Donee Organization(s), either in single deliveries or in multiple deliveries, whichever is reasonably convenient for the Donee Organization(s).
- f. Respondents shall charge no prices or fees to the Donee Organization(s) in consideration of the donated product or for their storage or shipping prior to donation to Donee Organization(s).
- g. *Judgment by Confession*: To secure the Donation/Civil Penalty described by paragraph 45, Dolgen New York LLC will execute and deliver, at the time of the execution and delivery of this Assurance, the accompanying Affidavit for Judgment by Confession (attached hereto as Exhibit C), confessing judgment for the monetary relief amount of no more than \$381,265.00, consisting solely of: (i) \$312,500.00, less One Dollar (\$1.00) for every Six Dollars (\$6.00) in donations previously made by Dollar General (the "Donation Monetary Relief Amount"); (ii) up to \$68,750.00 in collection fees (representing 22% of the Donation Monetary Relief Amount); and (iii) \$15.00 in statutory costs pursuant to Section 3218 of the Civil Practice Law and Rules of the State of New York.
- h. The OAG shall forgive the Judgment by Confession so long as the Respondents

complete the Donation to the Donee Organization(s) within 18 months of the Effective Date of this Assurance. In the event the OAG has reason to believe that Dollar General has violated the provision of this Assurance to the product Donation to the Donee Organization(s), the provisions set forth in Paragraph 56, below, shall apply.

- i. Respondents represent and warrant that the signatory below has been duly authorized and has the authority to sign an Affidavit for Judgment by Confession on behalf of Respondents, as per the Secretary's Certificate attached hereto as Exhibit D.

## **MISCELLANEOUS**

### **Subsequent Proceedings**

46. By execution of this agreement, the OAG agrees that this Assurance constitutes the release in full satisfaction of any and all claims the OAG has asserted or could have asserted arising from the conduct described herein through the Effective Date against Dollar General except to the extent that Respondents expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for substantial and material violations of the Assurance, or if the Assurance is voided pursuant to paragraph 56, and agree and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled during the effective period of this Assurance;
- b. Subject to confidentiality designations and the rules applicable to settlement negotiations, the OAG may use statements, documents or other materials

produced or provided by the Respondents prior to or after the Effective Date of this Assurance;

- c. Any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondents irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue; and
- d. Evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

47. If a court of competent jurisdiction determines that the Respondents have violated the Assurance, the Respondents shall pay to the OAG the reasonable cost of obtaining such determination and of enforcing this Assurance, including, without limitation, legal fees, expenses, and court costs.

#### **Effects of Assurance**

48. This Assurance is not intended for use by any third party in any other proceeding.

49. 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.

50. This Assurance is not intended, and should not be construed, as an admission of liability by Dollar General.

51. This Assurance is not intended, and should not be construed, to affect Respondents' right to take legal or factual positions in defense of litigation or other legal proceedings to which the OAG is not a party.

52. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondents. Respondents shall include any such

successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

53. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

54. Any failure by the OAG to insist upon the strict performance by Respondents of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondents.

### **Communications**

55. Notices: All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 26-064, shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery, express courier, or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, to be addressed as follows:

If to the Respondents, to: Jason L. Bates, Esq, or in his absence, to the person holding the title of General Counsel, at Dollar General Corporation, Attention: Legal Department, 100 Mission Ridge, Goodlettsville, TN 37072 and [jbates@dollargeneral.com](mailto:jbates@dollargeneral.com).

If to the OAG, to: Amaris Elliott-Engel, or in her absence, to the person holding the title of Assistant Attorney General in Charge, Rochester Regional Office, at

144 Exchange Blvd., Ste. 200, Rochester, NY 14614 and Amaris.elliott-  
engel@ag.ny.gov

56. Violation Notice, Consultation and Cure Procedure: If the OAG has a reasonable basis to think that Dollar General has engaged in conduct that violates the terms of the Assurance, then the OAG must notify Dollar General of the specific action that is violative of the Assurance (the “Violation Notice”). No later than 30 days after receiving the Violation Notice, Dollar General shall provide a written response as to why it is in compliance with the Assurance, or as to how the alleged violation occurred and how it intends to remediate the violation (the “Written Response”). The OAG may not file a lawsuit or other proceeding for 30 days following Respondents’ deadline to submit the Written Response, and the Parties shall confer in good faith during that time to reach a resolution about the alleged breach (the “Consultation Period”). The determination as to whether or not the OAG thinks that a substantial and material breach of obligation of this Assurance has occurred, such that the OAG determines it must file an appropriate action following the conclusion of the Consultation Period, rests ultimately only with the OAG.

#### **Representations and Warranties**

57. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the Respondents and their counsel and the OAG’s own factual investigation as set forth in Findings, paragraphs 1-28 above. The Respondents represent and warrant that they neither directly, nor through counsel, made any material representations to the OAG that are knowingly inaccurate or misleading. If any material representations by Respondents or their counsel are later found by the OAG to be knowingly inaccurate or misleading, any action by the OAG to void the Assurance

is subject to the notice-and-cure provisions set forth in Paragraph 56, above.

58. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by the OAG or Respondents in agreeing to this Assurance.
59. The Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved. Respondents further represent and warrant that Donny Lau, as the signatory to this Assurance, is a duly authorized officer empowered by Respondents' Board of Directors to sign this Assurance.

### **General Principles**

60. Unless a longer-term limit for compliance is otherwise specified within this Assurance, the Respondents' obligations under this Assurance expire three years from the Effective Date of this Assurance. Nothing in this Agreement shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.
61. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that the Respondents violate the Assurance after its Effective Date.
62. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.
63. Following the Effective Date of this Assurance, Respondents may request in writing a modification of any of the terms set forth herein on the grounds that the provision(s) are no longer necessary or feasible as a result of a change in Respondents' business practices. The OAG shall consider Respondents' request in good faith.
64. In the event that any one or more of the provisions contained in this Assurance shall for

any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

65. Respondents acknowledge that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

66. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

67. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

68. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the Effective Date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

69. The Effective Date of this Assurance shall be the date this document is executed by the last signatory.



DOLLAR GENERAL CORPORATION

DATED: 10/13/26

By: \_\_\_\_\_

Donny Lau

EVP and Chief Financial Officer

STATE OF TENNESSEE)

)ss.:

COUNTY OF DAVIDSON)

On the 13<sup>th</sup> day of October in the year 2026 before me personally came Donny Lau, to me known, who, being by me duly sworn, did depose and say that he resides in Nashville, Tennessee; that he is the Executive Vice President and Chief Financial Officer of Dollar General Corporation, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Sworn to before me this

13<sup>th</sup> day of October, 2026

Notary Public



# EXHIBIT A



the Plaintiff in the maximum sum of \$381,265.00 under the terms of Assurance of Discontinuance No. 26-064, dated October 13, 2026, between the State of New York, via the Office of the New York Attorney General, and the Respondents identified therein (the “AOD”).

6. The applicable provisions of the AOD are incorporated by reference solely for purposes of identifying the obligation secured and the conditions precedent to entry of judgment, specifically the filing requirements stated in paragraph 9 below and the AOD’s Violation Notice, Consultation and Cure Procedure set forth in AOD paragraph 56. A copy of the AOD need not be attached to this Affidavit.

7. Should Dollar General as the Defendant named in this Affidavit or its parent company Dollar General Corporation fail to timely and properly undertake the reform of its receipts under paragraph 36 of the AOD, then Dollar General hereby confesses judgment and, subject to the terms of Paragraph 56 of the AOD, authorizes the Plaintiff to enter judgment in this Court in favor of the Plaintiff for no more than \$381,265.00, consisting solely of: (i) \$312,500.00 (the “Monetary Relief Amount”); (ii) \$68,750.00 in collection fees (representing 22% of the Monetary Relief Amount); and (iii) \$15.00 in statutory costs pursuant to Section 3218 of the Civil Practice Law and Rules of the State of New York. No pre-judgment interest, attorneys’ fees, expenses, disbursements, collection charges, or other amounts shall be included in the judgment except as expressly awarded by a court or required by applicable law after entry of judgment.

8. This Affidavit is for the purpose of securing the Plaintiff against a contingent liability arising out of the following facts: On or about October 13, 2026, Plaintiff, the State of New York, entered into an AOD with Dollar General and the other Respondents identified therein; Dollar General and Dollar General Corporation agreed as injunctive relief to make changes to point-of-sale register receipts within 18 months of the Effective Date of the AOD; in order to

secure the receipt reform/injunctive relief, Dollar General agreed to execute this Affidavit for the sum of \$381,265.00; in the event Dollar General or Dollar General Corporation fail to undertake the receipt reform within 18 months of the Effective Date of the AOD, and the Parties do not agree to extend the time for Dollar General and Dollar General Corporation to undertake the receipt reform, then Dollar General authorizes Plaintiff, subject to Paragraph 9 below, to enter judgment for the amount confessed herein, which does not exceed the amount of the contingent liability.

9. Plaintiff shall hold the original Affidavit in escrow, and may file this Affidavit for entry of judgment only if the requirements of paragraph 56 in the AOD and all of the following conditions have occurred: (i) the Office of the New York Attorney General has delivered written notice to Dollar General, in accordance with the notice provision of the AOD, identifying with specificity the alleged substantial and material breach of the obligation secured by this Affidavit; (ii) Dollar General has been afforded at least 30 days after receipt of that notice to provide its written compliance or remediation response; (iii) the parties have conferred in good faith to attempt to resolve the alleged breach; (iv) the alleged breach remains unresolved after that process; and (v) Dollar General has failed to complete or timely cure a substantial and material breach of the obligation secured by this Affidavit.

10. Upon Dollar General's or Dollar General Corporation's timely completion of the secured obligation, the Plaintiff shall promptly return this original Affidavit to Dollar General, or provide written confirmation that it has been irrevocably cancelled and will not be filed. If the Affidavit has been filed before the secured obligation is later fully cured pursuant to a written agreement of the parties, the Plaintiff shall promptly file an appropriate satisfaction of judgment.

11. Failure of the Plaintiff to enforce any right it may have shall not be considered a waiver, but mere forbearance.

12. Changes to this Affidavit must be in writing, signed by both an officer of Dollar General and the representative of the Plaintiff.

13. This Affidavit does not relate to a consumer debt.

DOLGEN NEW YORK LLC

By: Donny H. Lau 10/13/26  
Donny H. Lau DATE  
Chief Financial officer  
Title

Federal Tax ID No.

STATE OF TENNESSEE)  
) ss.:  
COUNTY OF DAVIDSON)

On the 13<sup>th</sup> day of October in the year 2026 before me personally came Donny H. Lau to me known, who, being by me duly sworn, did depose and say that he resides in Nashville, Tennessee; that he is the Chief Financial Officer and Secretary of Dolgen New York, LLC, the limited liability company described in and which executed the above instrument; and that he signed his name thereto by authority of the sole member of such company.

Sworn to before me this  
13<sup>th</sup> day of October, 2026

Notary Public



Approved By:  
Office of the Attorney General

Amaris Elliott-Engel  
Assistant Attorney General

### Parent Guaranty

Dollar General Corporation (hereafter "Guarantor"), by signing below, guarantees payment of any amount properly due and unpaid by Dolgen New York LLC under this Affidavit, whether or not judgment has been entered and regardless of the reason for nonpayment. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**DOLLAR GENERAL CORPORATION**, solely as Guarantor

By: 

Name: Donny H. Lau

Title: EVP & Chief Financial Officer

Date: 10/13/26

)ss.:  
COUNTY OF DAVIDSON)

Sworn to before me this

A circular notary seal for Sandra A. Hylton, a Notary Public in Robertson County, Tennessee. The seal features her name "SANDRA A. HYLTON" at the top, "STATE OF TENNESSEE" and "NOTARY PUBLIC" in the center, and "ROBERTSON COUNTY" at the bottom. A curved banner at the bottom of the seal states "My Commission Expires FEB 27, 2029".

# **EXHIBIT B**

**DOLGENCORP OF TEXAS, INC.**

**SECRETARY'S CERTIFICATE**

The undersigned hereby certifies that he is the duly elected or appointed Secretary of Dolgencorp of Texas, Inc. (the "Company"), and that as such he is authorized to certify on behalf of the Company as follows:

[REDACTED]

[REDACTED]

Name

Title

Signature

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of October, 2026.

DocuSigned by:

*Brian Hartshorn*

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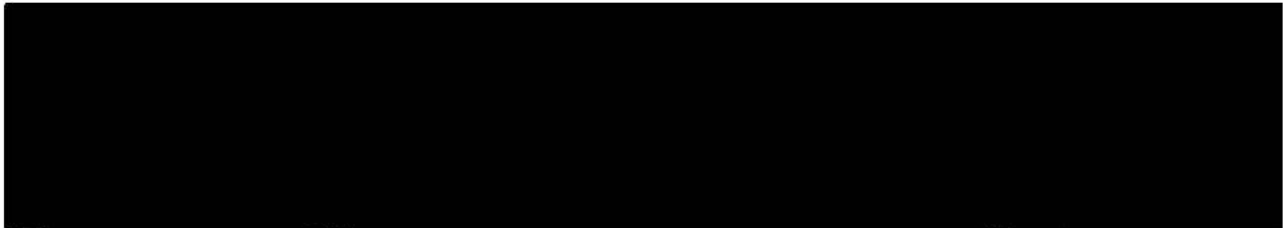
Brian T. Hartshorn

Vice President & Secretary

**DOLLAR GENERAL CORPORATION**

**SECRETARY'S CERTIFICATE**

The undersigned hereby certifies that she is the duly elected or appointed Secretary of Dollar General Corporation, a Tennessee corporation (the "Company"), and that as such she is authorized to certify on behalf of the Company as follows:



Name

Title

Signature



IN WITNESS WHEREOF, I have hereunto set my hand this 12<sup>th</sup> day of October, 2026.

A handwritten signature in blue ink, appearing to read "Christine L. Connolly", written over a horizontal line.

Christine L. Connolly  
Senior Vice President & Secretary

# EXHIBIT C

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF MONROE

---

STATE OF NEW YORK,

Plaintiff,

-against-

DOLGEN NEW YORK LLC,

Defendant.

---

AFFIDAVIT FOR JUDGMENT  
BY CONFESSION

Index No. \_\_\_\_\_

STATE OF TENNESSEE)  
) ss.:  
COUNTY OF DAVIDSON)

Donny H. Lau, being duly sworn, deposes and says:

1. I am an officer of the Defendant, Dolgen New York LLC (d/b/a Dollar General) (hereafter "Dollar General"), in the above-entitled action.

2. The principal place of business of Dollar General is 100 Mission Ridge, Goodlettsville, Tennessee. I hereby expressly authorize entry of judgment in Monroe County as said principal place of business is not located in the State of New York.

4. As the Defendant named herein, Dollar General specifically consents to the jurisdiction of this Court for the purpose of enforcing this Affidavit pursuant to New York Civil Practice Law & Rules § 3218.

5. As the Defendant named herein, Dollar General acknowledges that the Plaintiff, the State of New York, (hereafter "Plaintiff") is claiming that Dollar General is indebted to the

Plaintiff in the maximum sum of \$381,265.00 under the terms of Assurance of Discontinuance No. 26-064, dated October 13, 2026, between the State of New York, via the Office of the New York Attorney General, and the Respondents identified therein (the “AOD”).

6. The applicable provisions of the AOD are incorporated by reference solely for purposes of identifying the obligation secured and the conditions precedent to entry of judgment, specifically the filing requirements stated in paragraph 9 below and the AOD’s Violation Notice, Consultation and Cure Procedure set forth in AOD paragraph 56. A copy of the AOD need not be attached to this Affidavit.

7. Should Dollar General, as the Defendant named in this Affidavit, or its parent company Dollar General Corporation, fail to timely and properly make the \$1,875,000.00 in donations as a civil penalty under paragraph 45 of the AOD, then Dollar General hereby confesses judgment and, subject to the terms of Paragraph 56 of the AOD, authorizes the Plaintiff to enter judgment in this Court in favor of the Plaintiff for no more than \$381,265.00, consisting solely of: (i) \$312,500.00, less One Dollar (\$1.00) for every Six Dollars (\$6.00) in donations previously made by Dollar General or Dollar General Corporation (the “Monetary Relief Amount”); (ii) no more than \$68,750.00 in collection fees (representing 22% of the Monetary Relief Amount); and (iii) \$15.00 in statutory costs pursuant to Section 3218 of the Civil Practice Law and Rules of the State of New York. No pre-judgment interest, attorneys’ fees, expenses, disbursements, collection charges, or other amounts shall be included in the judgment except as expressly awarded by a court or required by applicable law after entry of judgment.

8. This Affidavit is for the purpose of securing the Plaintiff against a contingent liability arising out of the following facts: On or about October 13, 2026, Plaintiff, the State of

New York, entered into an AOD with Dollar General and the other Respondents identified therein; Dollar General and the other Respondents agreed as a civil penalty to make one or more donations within 18 months of the Effective Date of the AOD of food products, personal care items or other items with a total retail value of \$1,875,000.00 to one or more non-profit organizations; in order to secure the donation/civil penalty, Dollar General agreed to execute this Affidavit for the sum of \$381,265.00; in the event Dollar General and the other Respondents fail to make the donation/civil penalty within 18 months of the Effective Date of the AOD, and the Parties do not agree to extend the time for Dollar General to make the donations, then Dollar General authorizes Plaintiff, subject to Paragraph 9 below, to enter judgment for the amount confessed herein, which does not exceed the amount of the contingent liability.

9. Plaintiff shall hold the original Affidavit in escrow, and may file this Affidavit for entry of judgment only if the requirements of AOD paragraph 56 and all of the following conditions have occurred: (i) the Office of the New York Attorney General has delivered written notice to Dollar General, in accordance with the notice provision of the AOD, identifying with specificity the alleged substantial and material breach of the obligation secured by this Affidavit; (ii) Dollar General has been afforded at least 30 days after receipt of that notice to provide its written compliance or remediation response; (iii) the parties have conferred in good faith to attempt to resolve the alleged breach; (iv) the alleged breach remains unresolved after that consultation process; and (v) Dollar General has failed to complete or timely cure a substantial and material breach of the obligation secured by this Affidavit.

10. Upon Dollar General's or Dollar General Corporation's timely completion of the secured obligation, the Plaintiff shall promptly return this original Affidavit to Dollar General, or provide written confirmation that it has been irrevocably cancelled and will not be filed. If the

Affidavit has been filed before the secured obligation is later fully cured pursuant to a written agreement of the parties, the Plaintiff shall promptly file an appropriate satisfaction of judgment.

11. Failure of the Plaintiff to enforce any right it may have shall not be considered a waiver, but mere forbearance.

12. Changes to this Affidavit must be in writing, signed by both an officer of Dollar General and the representative of the Plaintiff.

13. This Affidavit does not relate to a consumer debt.

DOLGEN NEW YORK LLC

By: Donny H. Lau 10/13/26  
Donny H. Lau DATE  
Chief Financial Officer  
Title  
Federal Tax ID No. \_\_\_\_\_

STATE OF TENNESSEE)  
) ss.:  
COUNTY OF DAVIDSON)

On the 13<sup>th</sup> day of October in the year 2026 before me personally came Donny H. Lau to me known, who, being by me duly sworn, did depose and say that he resides in Nashville, Tennessee; that he is the Chief Financial Officer and Secretary of Dolgen New York, LLC, the limited liability company described in and which executed the above instrument; and that he signed his name thereto by authority of the sole member of such company.

Sworn to before me this

13<sup>th</sup> day of October, 2026  
[Signature]



Approved By:  
Office of the Attorney General

Amaris Elliott-Engel  
Assistant Attorney General

### Parent Guaranty

Dollar General Corporation (hereafter "Guarantor"), by signing below and as the parent company of Dolgen New York LLC , guarantees payment of any amount properly due and unpaid by Dolgen New York LLC under this Affidavit, whether or not judgment has been entered and regardless of the reason for nonpayment. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**DOLLAR GENERAL CORPORATION**, solely as Guarantor

By: Donny Lau

Name: Donny Lau

Title: EVP + Chief Financial Officer

Date: 10/13/26

)ss.:  
COUNTY OF DAVIDSON)

Sworn to before me this

Notary Public



# EXHIBIT D

**DOLGENCORP OF TEXAS, INC.**

**SECRETARY'S CERTIFICATE**

The undersigned hereby certifies that he is the duly elected or appointed Secretary of Dolgencorp of Texas, Inc. (the "Company"), and that as such he is authorized to certify on behalf of the Company as follows:

[REDACTED]

[REDACTED]

Name

Title

Signature

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of October, 2026.

DocuSigned by:

*Brian Hartshorn*

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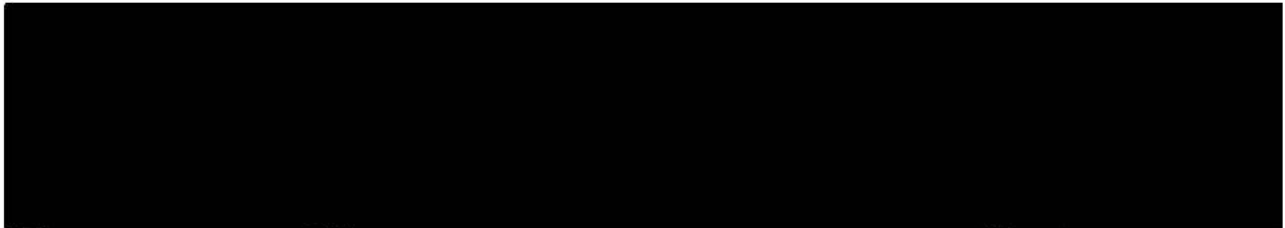
Brian T. Hartshorn

Vice President & Secretary

**DOLLAR GENERAL CORPORATION**

**SECRETARY'S CERTIFICATE**

The undersigned hereby certifies that she is the duly elected or appointed Secretary of Dollar General Corporation, a Tennessee corporation (the "Company"), and that as such she is authorized to certify on behalf of the Company as follows:



Name

Title

Signature



IN WITNESS WHEREOF, I have hereunto set my hand this 12<sup>th</sup> day of October, 2026.

A handwritten signature in blue ink, appearing to read "Christine L. Connolly", written over a horizontal line.

Christine L. Connolly  
Senior Vice President & Secretary