

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA :
by Attorney General DAVID W. SUNDAY, :
JR. : **No.**
: :
Petitioner : :
v. : **CIVIL ACTION – EQUITY**
: :
DOLGENCORP, LLC and DOLLAR : :
GENERAL CORPORATION d/b/a DOLLAR : :
GENERAL, : :
: :
Respondents.

ASSURANCE OF VOLUNTARY COMPLIANCE

AND NOW, comes the Commonwealth of Pennsylvania by Attorney General David W. Sunday, Jr. ("Commonwealth" or "Attorney General"), which caused an investigation to be made into the business practices of Dolgencorp, LLC and Dollar General Corporation, doing business as Dollar General ("Dollar General" and/or "Respondents"), pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* ("Consumer Protection Law"), and states the following:

WHEREAS, Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, acting by Attorney General David W. Sunday, Jr., with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222 and at Strawberry Square, 15th Floor, Harrisburg, Pennsylvania 17120;

WHEREAS, Respondent Dollar General Corporation is headquartered in 100 Mission Ridge, Goodlettsville, Tennessee 37072;

WHEREAS, Respondent Dolgencorp, LLC is a wholly owned subsidiary of Respondent Dollar General Corporation;

WHEREAS, Respondent Dolgencorp, LLC is a limited liability company organized under the laws of the State of Kentucky, with its principal place of business at 100 Mission Ridge, Goodlettsville, Tennessee 37072;

WHEREAS, Respondent Dolgencorp, LLC is registered as a foreign limited liability company with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (“Pennsylvania Department of State”);

WHEREAS, Respondents filed the fictitious name, Dollar General, with the Pennsylvania Department of State;

BACKGROUND

WHEREAS, Respondents are engaged in trade and commerce within the Commonwealth of Pennsylvania by operating over 900 retail stores throughout the Commonwealth.

WHEREAS, Respondents use shelf tags to display the price of goods at their stores.

WHEREAS, the Commonwealth alleges that, on numerous occasions, the price charged to the consumer at the register (the “Register Price”) is higher than the price displayed on the shelf tag (the “Shelf Price”).

WHEREAS, Pennsylvania’s Consolidated Weights and Measures Act, 3 Pa. C.S.A. §4101, *et seq.* requires accurate pricing for the sale of goods, and authorizes state and county weights and measures agencies (“W&M”) to perform random price accuracy inspections.

WHEREAS, businesses must achieve 98% pricing accuracy to pass a W&M pricing accuracy inspection.

WHEREAS, the Commonwealth alleges that Respondents underwent at least 649 W&M pricing accuracy inspections between January 2019 and July 2023.

WHEREAS, the Commonwealth alleges that on at least 282 occasions (i.e., 43.5% of the time), the W&M inspectors found that less than 98% of the randomly scanned goods were accurately priced, resulting in a failed inspection.

WHEREAS, the Commonwealth alleges that the W&M inspection report data evidences that Respondents' pricing accuracy varied from 100% to a mere 28%.

WHEREAS, the Commonwealth alleges that the overall W&M inspection report data evidences that the average pricing accuracy of Respondents' stores was 91%.

WHEREAS, Respondents have received complaints from Pennsylvania consumers detailing misrepresented prices and/or overcharges, as well as the issues they encountered when seeking a price adjustment from Respondents' Pennsylvania stores.

WHEREAS, based upon its investigation, the Commonwealth believes Respondents have engaged in conduct that violates the Consumer Protection Law.

WHEREAS, as a result of the conduct as set forth above, the Commonwealth asserts that Respondents have engaged in "unfair methods of competition" and/or "unfair or deceptive acts or practices" as prohibited by Section 201-3 of the *Consumer Protection Law*, as defined by Section 201-2 of said Law, including without limitation:

- i. Advertising goods or services with intent not to sell them as advertised, in violation of Section 201-2(4)(ix), 73 P.S. §201-2(4)(ix); and
- ii. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201- 2(4)(xxi), 73 P.S. §201-2(4)(xxi).

WHEREAS, this Assurance of Voluntary Compliance is accepted by the Commonwealth pursuant to Section 201-5 of the *Consumer Protection Law*, in lieu of commencing statutory

proceedings under Section 201-4 of the *Consumer Protection Law*, 73 P.S. §§ 201-4 and 201-5.

WHEREAS, Respondents desire to comply with the civil laws of the Commonwealth of Pennsylvania.

WHEREAS, under Section 201-5 of the *Consumer Protection Law*, this Assurance of Voluntary Compliance shall not be considered an admission of a violation for any purpose, 73 P.S. § 201-5.

WHEREAS, Respondents expressly deny liability to all claims and/or matters related to the Commonwealth's allegations set forth herein.

SETTLEMENT TERMS

NOW THEREFORE, having conducted trade and commerce within the Commonwealth, Respondents agree for themselves, their successors, assigns, officers, partners, agents, representatives, directors, employees, and all other persons acting on their behalf, jointly or individually, directly or indirectly, or through any corporate or business device, as follows:

I. The Above Recitals are Incorporated Herein as Though Fully Set Forth.

II. Injunctive and Affirmative Relief

A. Respondents SHALL comply with any and all provisions of the Consumer Protection Law, including any amendments thereto.

B. Respondents SHALL NOT, in the future, engage in conduct which violates the following provisions of the Consumer Protection Law, and any future amendments thereto:

1. Advertising goods or services with intent not to sell them as advertised, in violation of Section 201-2(4)(ix), 73 P.S. §201-2(4)(ix); and
2. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by

Section 201-2(4)(xxi) or the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

C. Respondents SHALL ensure that the Shelf Prices of items in their stores match the corresponding items' Register Prices. To do so, Respondents SHALL take the following steps during the period beginning within thirty (30) days of the Effective Date of this Assurance of Voluntary Compliance and ending no earlier than three (3) years following the Effective Date of this Assurance of Voluntary Compliance, except where otherwise noted:

1. Ensuring training for all store-level new hires in the Commonwealth of Pennsylvania on how to execute their pricing responsibilities, including without limitation ensuring price accuracy, as well as annual training for all Pennsylvania employees with pricing responsibilities;
2. Allocating a sufficient number of labor hours to ensure shelf tags are updated, if and as required by a price change or promotional activity, on at least a weekly basis;
3. Ensuring that at least two unannounced price audits of each Pennsylvania store occur in each of Dollar General's 2025, 2026, and 2027 fiscal years. At least 60 days will elapse between each such audit. The audits may be conducted by Respondents' employees or an external third party retained by the Respondents, but shall not be conducted by the store manager or any other employee of the store that is undergoing a price audit. The audits must be of at least 25 randomly selected items, and will result in a "fail" if more than 2% of the items have a Register Price that is higher than the Shelf Price;

4. Requiring Respondents to conduct, at their discretion, either (a) a full store assessment or (b) an audit of shelf tags, both as set out in more detail below, in each Pennsylvania store that fails three (3) or more price audits/inspections (specifically including the price audits required by section C.3 as well as any regulatory audits) within a period of twelve (12) months;

(a) During a full store assessment, Respondents will ensure that every shelf tag will be price checked and all inaccuracies shall be corrected within 24 hours of an item being identified as inaccurate during the full store assessment. Both the full store assessment and the price corrections shall be completed within five days of Dollar General learning of the third audit/inspection failure triggering this requirement;

(b) During an audit of shelf tags, Respondents will (i) confirm that no expired promotional signage remains posted in the store, and (ii) check a sample of at least ten (10) shelf tags associated with core price changes made during each of the 52 weeks preceding the audit date (where available), and at a minimum, 500 shelf tags will be checked for price accuracy. The core items to be selected for the audit will be chosen by Respondents' corporate office. For any inaccuracies identified in core items checked, Respondents will validate the accuracy of and/or replace all the shelf tags associated with price changes during the week when the inaccurate shelf

tag(s) should have been updated. For example, if Respondents identify an inaccurate shelf tag associated with an item that had a price change during Dollar General's 15th fiscal week, Respondent will check every item that had a price change during Dollar General's 15th fiscal week. Inaccurate shelf tags shall be corrected within 24 hours of the audit; and

5. Instituting a policy requiring Pennsylvania stores to correct all reported price discrepancies, whether discovered via internal audits, third party audits, regulatory audits, or consumer requests for price adjustments, within 24 hours.

D. Respondents SHALL honor the lowest advertised price, and within thirty (30) days of the Effective Date of this Assurance of Voluntary Compliance, Respondents SHALL do the following:

1. Implement new hire training and annual retraining for all Pennsylvania employees with register functions on their obligation to honor the lowest advertised price, including Respondents' obligation to provide price adjustments for overcharges.
2. Post a notice at each point of sale in Pennsylvania, which clearly and conspicuously states that the lowest posted price will be honored and informing customers of their ability to request a price override and providing an email address for consumers to report any pricing inaccuracies.

E. Following Respondents' 2025, 2026, and 2027 fiscal years, Respondents

SHALL provide annual reports to the Office of Attorney General, Bureau of Consumer Protection, that document each Pennsylvania store's progress in achieving pricing accuracy. Specifically, the reports shall identify each store within the Commonwealth as well as the number of consumer complaints Respondents have received for each store alleging pricing accuracy issues and/or the failure to provide a price adjustment, and the number of failed price audits conducted in accordance with paragraph C.3, which occurred during the prior Dollar General fiscal year. For the sake of clarity, these reports shall be due to the Office of Attorney General, Bureau of Consumer Protection, on March 1, 2026, 2027, and 2028 and shall cover the 2025, 2026, and 2027 Dollar General fiscal years, respectively.

F. Respondents SHALL retain for a period of at least three (3) years, all reports and records evidencing Respondents' compliance with paragraphs C, D and E above, which shall be made available to the Commonwealth upon written request.

III. Monetary Relief

A. Respondents shall pay to the Commonwealth the amount of ONE MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$1,550,000.00), ("Required Payment") which shall be allocated as follows:

1. **Penalties** in the amount of ONE MILLION FOUR HUNDRED THIRTY THOUSAND DOLLARS (\$1,430,000.00), which shall be distributed to the Commonwealth of Pennsylvania, Department of Treasury.
2. **Costs of investigation** in the amount of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) to be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to

reimburse the costs incurred in pursuing this action, and shall be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and educational purposes.

B. Payment Terms:

1. Respondents SHALL pay the Required Payment within thirty (30) days of the Effective Date of this Assurance of Voluntary Compliance.
2. Payment shall be made by certified check, cashier's check, money order or wire payment, made payable to the Commonwealth of Pennsylvania, and forwarded to Jaimie L. George, Deputy Attorney General, Pennsylvania Office of Attorney General, Bureau of Consumer Protection, 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222.

IV. Release

A. In consideration of Respondents providing the Injunctive and Affirmative Relief and Monetary Relief set forth in Sections II and III above, the Commonwealth hereby fully, finally, irrevocably, and forever releases Respondents, their successors, assigns, officers, partners, agents, representatives, directors, and employees (collectively, "Releasees") from any and all claims arising out of the conduct described in the Background that are, were, or could have been asserted by the Attorney General, under, or related in any way to, alleged violations of Pennsylvania's Consolidated Weights and Measures Act, 3 Pa. C.S.A. §4101, *et seq.* or Pennsylvania's Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.*

B. Private rights of action, enforcement action, and any claims by any other agency or subdivision of the Commonwealth are not released.

C. Nothing in this Assurance shall be construed to limit the power of or remedies afforded to the Pennsylvania Department of Agriculture or any County inspector.

V. Miscellaneous Terms

A. The Court of Common Pleas of Allegheny County, Pennsylvania shall maintain jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondents for the purpose of enforcing this Assurance of Voluntary Compliance.

B. Time shall be of the essence with regards to Respondents' obligations hereunder.

C. If the Commonwealth determines that Respondents have failed to comply with the terms of this Assurance of Voluntary Compliance, and if in the Commonwealth's reasonable discretion the failure to comply does not threaten the health or safety of the citizens of the Commonwealth of Pennsylvania and/or does not create an emergency requiring immediate action, the Commonwealth exercising such discretion shall notify Respondents in writing of such alleged failure to comply. Respondents shall then have ten (10) days from receipt of such written notice to provide a good faith written response to the Commonwealth. The response shall include, at a minimum, either:

1. A statement explaining why Respondents believe they are in full compliance with this Assurance of Voluntary Compliance; or
2. A detailed explanation of how the alleged violation(s) occurred and how the alleged violations have been addressed, and what Respondents will do to make sure the violation does not occur again.

The Commonwealth shall not bring suit for any alleged violation of this Assurance of Voluntary Compliance unless and until the Commonwealth has provided Respondents notice and the opportunity to cure under the terms of this provision. For the sake of clarity, Respondent's submission of a good-faith, reasonable explanation for any alleged violation(s) of this Assurance of Voluntary Compliance and a reasonable plan for ensuring that the alleged violation(s) do not recur shall constitute a cure of the alleged violation(s).

D. Nothing in this Assurance of Voluntary Compliance shall be construed to waive or limit any right of action by any individual, person or entity, or by any local, state, federal or other governmental entity.

E. Respondents further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance, whether required prior to, contemporaneous with, or subsequent to the Effective Date, as defined herein.

F. Respondents understand and agree that if Respondents have made any false statement in or related to this Assurance of Voluntary Compliance, that such statement is made pursuant to and under penalty of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

G. Any failure of the Commonwealth to exercise any of its rights under this Assurance of Voluntary Compliance shall not constitute a waiver of its rights hereunder.

H. This Assurance of Voluntary Compliance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance of Voluntary Compliance may be

delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

I. This Assurance of Voluntary Compliance sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Assurance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

J. Respondents agree by the signing of this Assurance of Voluntary Compliance that they shall abide by each of the aforementioned provisions and that the breach of any one of these terms, including but not limited to the payment terms, shall be sufficient warrant for the Commonwealth of Pennsylvania to petition the Court of Common Pleas of Allegheny County, or any court of competent jurisdiction, to seek the penalties provided for under Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a), and to seek any other equitable relief which the Court deems necessary or proper, up to and including forfeiture of the right to engage in trade or commerce within the Commonwealth of Pennsylvania.

K. The “Effective Date” of this Assurance of Voluntary Compliance shall be the day it is filed with the Court.

L. If any clause, provision or section of this Assurance of Voluntary Compliance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance of Voluntary Compliance and the Assurance of Voluntary Compliance shall be construed and

enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

M. Respondents shall not represent or imply that the Commonwealth acquiesces in, or approves of, Respondents' past or current business practices, efforts to improve their practices, or any future practices that Respondents may adopt or consider adopting.

WHEREFORE, the parties, intending to be legally bound, have hereto set their hands and seals.

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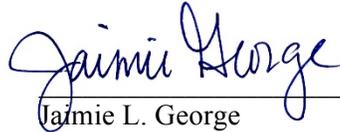
For the Petitioner:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.
ATTORNEY GENERAL

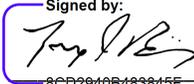
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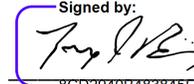
By:



Jamie L. George
Deputy Attorney General
PA Attorney I.D. No. 309368
Bureau of Consumer Protection
1251 Waterfront Place, Mezzanine Level
Pittsburgh, PA 15222
Phone: 724-858-4664
jgeorge@attorneygeneral.gov

For the Respondents:

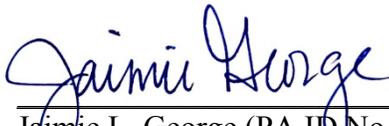
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SVP Store Operations
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[Name and title]
On behalf of Dolgencorp, LLC

By:  Signed by: Zak Brining
SVP Store Operations
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On behalf of Dollar General Corporation

CERTIFICATE OF SERVICE

I, Jaimie L. George, Esq., hereby certify that a true and correct copy of the foregoing
Assurance of Voluntary Compliance was emailed to the following on December 9, 2025:

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

By: 

Jaimie L. George (PA ID No. 309368)
Deputy Attorney General
For the Plaintiff