

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA

Para una notificación en español, visite www.DGinfantacetaminophensettlement.com

**If you bought Dollar General® DG™ Health Infants' Pain
and Fever Reducer, you may qualify for money relief in a
class action settlement**

A Florida Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- A proposed settlement has been reached in a class action lawsuit called *Levy v. Dolgencorp, LLC*, M.D. Fla., Case No. 3:20-cv-01037-TJC-MCR (the "Settlement").
- Plaintiff David Levy claims that Dollar General Corporation; Dolgencorp, LLC; and DG Retail, LLC (collectively, "Defendants" or "Dollar General") used deceptive and misleading sales and marketing tactics in selling its over-the-counter infants' pain reliever and fever reducer under the "DG™ health" label, including its DG Health Infants' Acetaminophen. Dollar General vigorously denies all allegations of wrongdoing or liability made in the lawsuit. The Court has not decided who is right or wrong. Instead, Plaintiff and Dollar General have agreed to a Settlement to avoid the risk and cost of further litigation.
- If approved by the Court, the Settlement will establish a \$1.8 million Claim Fund. Dollar General will also agree to change its packaging.
- If you purchased DG Health Infants' Acetaminophen from September 15, 2016 through June 8, 2021, your legal rights are affected whether or not you act. ***Please read this notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS		
FILE A CLAIM	<ul style="list-style-type: none"> • File a claim for payment online or by mail • Be bound by the Settlement • Give up your right to sue or continue to sue Dollar General for the claims in this case 	Submit online or postmarked by August 27, 2021
ASK TO BE EXCLUDED (“OPT OUT”)	<ul style="list-style-type: none"> • Remove yourself from the Class and receive no payment • Keep your right to sue or continue to sue Dollar General for the claims in this case 	Postmarked by October 11, 2021
OBJECT	<ul style="list-style-type: none"> • Tell the Court what you do not like about the Settlement — You will still be bound by the Settlement and you may still file a claim 	Filed and served by October 11, 2021
ATTEND THE HEARING	<ul style="list-style-type: none"> • Ask to speak in Court about the Settlement — If you want your own attorney to represent you, you must pay for him or her yourself • File your Notice of Intent to Appear by October 11, 2021 	October 28, 2021 at 2:00 p.m. ET
DO NOTHING	<ul style="list-style-type: none"> • Receive no payment • Give up your right to sue or continue to sue Dollar General for the claims in this case 	

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, www.DGinfantacetaminophensettlement.com, regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the United States District Court for the Middle District of Florida (the “Court”), and the case is called *Levy v. Dolgencorp, LLC*, Case No. 3:20-cv-01037-TJC-MCR. The individual who sued, Plaintiff David Levy, is called the Class Representative, and the companies he sued, Dollar General Corporation; Dolgencorp, LLC; and DG Retail, LLC (“Dollar General”), are called the Defendants.

2. What is this lawsuit about?

The lawsuit alleges that the Dollar General used deceptive and misleading sales and marketing tactics in selling the DG Health Infants’ Acetaminophen.

Dollar General vigorously denies all allegations of wrongdoing or liability made in the lawsuit.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case David Levy), sue on behalf of people who have similar claims. All these people are a class or class members. Bringing a case, such as this one, as a class action allows adjudication of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

Dollar General denies that it did anything wrong. Instead, both sides, with the assistance of an experienced mediator, Judge Morton Denlow, have agreed to the Settlement. Both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Class Representative or the Defendants. The Class Representative and his attorneys think the Settlement is in the best interests of the Class and is fair, reasonable, and adequate.

WHO IS IN THE SETTLEMENT?

5. Am I part of the Settlement?

The Class consists of all individuals in the United States who purchased DG Health Infants’ Acetaminophen from September 15, 2016 through June 8, 2021 (the “Class Period”) for personal or household use.

Specifically excluded from the Class are (a) Defendants; (b) the officers, directors, or employees of Defendants and their immediate family members; (c) any entity in which Defendants have a controlling interest; (d) any affiliate, legal representative, heir, or assign of Defendants; (e) all federal court judges who have presided over this Action and their immediate family members; (f) all persons who submit a

valid request for exclusion from the Class; and (g) those who purchased the DG Health Infants' Acetaminophen for the purpose of resale or for use in a business setting.

6. Which Products are included in the Settlement?

The Products included in the Settlement consist of the infants' over-the-counter pain reliever and fever reducer under the "DG™ health" label, including DG Health Infants' Pain & Fever Acetaminophen—DG™ ("DG Health Infants' Acetaminophen").

7. What if I am still not sure if I am included in the Settlement?

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, you should visit the Settlement Website, www.DGinfantacetaminophensettlement.com, or call the Claim Administrator toll-free at 1-833-722-0894.

SETTLEMENT BENEFITS – WHAT CLASS MEMBERS GET

8. What does the Settlement provide?

The Settlement provides both injunctive and monetary relief.

Injunctive Relief: Defendants have agreed to not sell DG Health Infants' Acetaminophen unless it states that the liquid medicine in the Product contains the same concentration of liquid acetaminophen that is in DG Health Children's Acetaminophen or language on the labeling/packaging that is substantially similar. The Parties agree that Defendants are permitted to sell its existing inventory (including existing packaging and/or labeling) from for 360 days following the Effective Date.

Monetary Relief: Defendants also agreed to pay a Settlement Amount of \$1.8 million to establish a Claim Fund. The Claim Fund will pay: (1) settlement administration expenses, not to exceed \$350,000; (2) attorneys' fees and expenses in the amount approved by the Court, but not to exceed \$600,000; (3) a Class Representative service award in an amount of \$5,000 as approved by the Court, if any; and (4) monetary benefits to Class Members who timely submit a valid claim.

9. What can I get from the Settlement?

Class Members who timely submit a valid approved claim are entitled to receive Settlement compensation as outlined below.

(1) With Proof of Purchase: Class Members who have a proof of purchase for all of their Infants' Acetaminophen during the Class Period will be entitled to a partial refund of \$1.70 for every 1 fl. oz. bottle of Infants' Acetaminophen and 2 fl. oz. bottle of Infants' Acetaminophen for which they have a valid proof of purchase, for each and every bottle without limitation. A valid proof of purchase means a receipt or other documentation, produced by a third-party commercial source that reasonably establishes the fact and date of purchase of Infants' Acetaminophen during the Class Period in the United States. Class Members will be restricted to one claim per household.

(2) Without Proof of Purchase: Class Members who do not have a proof of purchase for all of their Infants' Acetaminophen purchase(s) during the Class Period will be entitled to a partial refund of \$1.70 for every 1 fl. oz. and 2 fl. oz. bottle of Infants' Acetaminophen for a maximum of 3 units (i.e., a total of up to \$5.10 per household). Class Members will be restricted to one claim per household. For the sake of

clarity, Class Members may not receive reimbursement for any bottle over 3 bottles unless the Class Member has a proof of purchase for every bottle, including the bottles over the 3-bottle cap.

If the total amount to be paid for eligible claims exceeds the Claim Fund Balance, then each Class Member's award shall be proportionately reduced on a pro rata basis.

If the Claim Fund Balance is greater than the total amount to be paid for eligible claims, then each Class Member's award shall be proportionately increased on a pro rata basis such that the Claim Fund Balance is exhausted.

If, after all eligible claims are paid, checks sent to eligible claimants remained unclaimed or otherwise not redeemed after 180 days from the date of the check, then the total amount of those unclaimed checks shall be donated to National Consumer Law Center.

HOW TO GET A PAYMENT

10. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must complete and submit a timely Claim Form. The Claim Form can be obtained online at www.DGinfantacetaminophensettlement.com or by writing or emailing the Claim Administrator at the address listed below. The completed Claim Form must be submitted to the Claim Administrator online at www.DGinfantacetaminophensettlement.com or by mail to the address below postmarked by **August 27, 2021**.

DG Infant Acetaminophen Settlement
c/o JND Legal Administration
P.O. Box 91394
Seattle, WA 98111-0050

If you do not submit a valid Claim Form by **August 27, 2021**, you will not receive a payment, but you will be bound by the Court's judgment in this Action.

11. When would I get my payment?

Payments will be made to Class Members who submit valid and timely Claim Form after the Court grants "final approval" to the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It's always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

12. What am I giving up to get a payment or stay in the Settlement?

If you are a Class Member, unless you exclude yourself from the Settlement, you cannot sue the Defendants, continue to sue, or be part of any other lawsuit against the Defendants about the claims released in this Settlement. It also means that all the decisions by the Court will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement and describe the legal claims that you give up if you stay in the Settlement. The Released Claims shall not include any claim against the Released Parties for medical harm or personal injuries. The Settlement Agreement is available at www.DGinfantacetaminophensettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the Settlement or you want to keep the right to sue or continue to sue the Defendants on your own about the claims released in this Settlement, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement.

13. How do I get out of the Settlement?

To exclude yourself (or “Opt-Out”) from the monetary relief of the Settlement, you must complete and mail to the Claim Administrator a written request. The request to opt out must include the following:

- Your full name, current address, and telephone number;
- A statement saying that you want to be excluded from the Class;
- The case name and case number (*Levy v. Dolgencorp.*, No. 3:20-cv-1037); and
- Your signature.

You must mail your exclusion request, postmarked by **October 11, 2021** to:

DG Infant Acetaminophen Settlement - Exclusions
c/o JND Legal Administration
P.O. Box 91394
Seattle, WA 98111-0050

If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) the Defendants about the claims in this lawsuit.

If you don't include the required information or timely submit your request for exclusion, you will remain a Class Member and will not be able to sue the Defendants about the claims in this lawsuit.

14. If I don't exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered in the Action relating to the Settlement.

15. If I exclude myself, can I still get a Settlement payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

THE LAWYERS REPRESENTING YOU

16. Do I need to hire my own lawyer?

No. The Court has appointed Pearson, Simon & Warshaw, LLP, Shamis & Gentile, Edelsberg Law, PA and Dapeer Law, PA as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will file a motion seeking a fee award not to exceed one-third (1/3) of the Settlement Amount (i.e., not to exceed \$600,000), as well as the Class Representative Service Award in an amount as approved by the Court, if any. The Court will determine the amounts of fees, expenses, and service awards, which will be paid from the Claim Fund.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court if I do not like the Settlement?

Any Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement under Federal Rule of Civil Procedure 23. Each Class Member who wishes to object to any term of this Settlement must do so, in writing, by (1) filing a written objection with the Clerk of the Court, and (2) serving copies on Class Counsel and Counsel for Defendants.

The written objection must include:

- The objector's full name, current address, email address (if available), and telephone number;
- If represented by an attorney with respect to the objection, his or her name, address, email address, bar number, telephone number, and signature;
- A written statement containing the factual and legal grounds for the Objection(s);
- A statement, under penalty of perjury, evincing the objector's membership in the Class, including all information required by the Claim Form;
- A statement indicating whether or not the objector intends to speak at the Final Approval Hearing, which must also include information in Paragraph 8(c)(iii) of the Settlement Agreement;
- The objector's signature or the signature of a legally-authorized representative;
- The case name and case number; and,
- If the objector or his or her attorney wants to appear and speak at the Final Approval Hearing, the Objection must also contain: (1) A detailed description of any and all evidence the objector may offer at the Final Approval Hearing, including photocopies of any and all exhibits which the objector may introduce; and (2) The names and addresses of any witnesses expected to testify at the Final Approval Hearing.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy served on Class Counsel and Counsel for Defendants by **October 11, 2021** at the following addresses:

Clerk of the Court	Class Counsel
Office of the Clerk United States District Court for the Middle District of Florida 300 North Hogan Street, Jacksonville, Florida, 32202	Scott Edelsberg Edelsberg Law 20900 NE 30th Ave, Suite 417 Aventura, FL 33180 scott@edelsberglaw.com
	Counsel for Defendants
	Dollar General c/o McGuireWoods LLP Gateway Plaza 800 East Canal Street Richmond, VA 23219 Attn: R. Trent Taylor rtaylor@mcguirewoods.com

19. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on October 28, 2021 at 2:00 p.m. ET, in Courtroom 10D at the Bryan Simpson United States Courthouse, 300 North Hogan Street, Jacksonville, Florida 32202.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representative. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear.” Your request must be filed with the Clerk of the Court and served on Class Counsel and Defendant’s Counsel no later than October 11, 2021.

Any such request must state the name, address, and telephone number of the Class Member, as well as the name, address, and telephone number of the person that shall appear on his or her behalf. Any request for appearance that fails to satisfy these requirements, or that has otherwise not been properly or timely submitted, shall be deemed ineffective and a waiver of such Class Member’s rights to appear and to comment on the Settlement at the Final Approval Hearing. Only the Parties, Class Members, or their counsel may request to appear and be heard at the Final Approval Hearing. Persons or entities that opt out may not request to appear and be heard at the Final Approval Hearing.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the legal issues in this case, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at the Settlement Website, www.DGinfantacetaminophensettlement.com. If you have additional questions you can visit the Settlement Website or contact the Claim Administrator:

DG Infant Acetaminophen Settlement
c/o JND Legal Administration
P.O. Box 91394
Seattle, WA 98111-0050
info@DGinfantacetaminophensettlement.com
1-833-722-0894

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK’S OFFICE