UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE

FEDERAL TRADE COMMISSION;

STATE OF ALABAMA;

STATE OF ARIZONA;

STATE OF ARKANSAS, *ex rel.* Attorney General Tim Griffin;

PEOPLE OF THE STATE OF CALIFORNIA, acting by and through Los Angeles County Counsel Dawyn R. Harrison;

STATE OF CONNECTICUT;

STATE OF DELAWARE, *ex rel.* Kathleen Jennings, Attorney General;

OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS;

STATE OF GEORGIA *ex rel.* Christopher M. Carr, Attorney General;

PEOPLE OF THE STATE OF ILLINOIS;

STATE OF IOWA, *ex rel.* Brenna Bird, Attorney General;

STATE OF KANSAS, *ex rel.* Kris W. Kobach, Attorney General;

COMMONWEALTH OF KENTUCKY, *ex rel.* Russell Coleman, Attorney General;

STATE OF LOUISIANA;

STATE OF MAINE;

PEOPLE OF THE STATE OF MICHIGAN;

STATE OF MINNESOTA, by its Attorney General, Keith Ellison;

Case No. 3:26-cv-01693

Judge Aleta A. Trauger

FIRST AMENDED COMPLAINT FOR PERMANENT INJUNCTION, MONETARY JUDGMENT, CIVIL PENALTIES, AND OTHER RELIEF

STATE OF MISSISSIPPI;

STATE OF NEBRASKA, *ex rel.* Michael T. Hilgers, Attorney General;

STATE OF NEW JERSEY, by Attorney General Jennifer Davenport;

STATE OF NEW MEXICO, *ex rel.* Raúl Torrez, Attorney General;

STATE OF NORTH CAROLINA, *ex rel.* Jeff Jackson, Attorney General;

STATE OF OHIO, *ex rel*. Attorney General D. Andrew Wilson;

STATE OF OKLAHOMA;

STATE OF OREGON, *ex rel.* Dan Rayfield, Attorney General;

STATE OF RHODE ISLAND;

STATE OF SOUTH CAROLINA, *ex rel.* Alan Wilson, in his official capacity as Attorney General of the State of South Carolina;

STATE OF SOUTH DAKOTA;

STATE OF TENNESSEE, *ex rel*. Jonathan Skrmetti, Attorney General and Reporter;

UTAH DIVISION OF CONSUMER PROTECTION; AND

STATE OF WISCONSIN,

Plaintiffs,

v.

DOLLAR GENERAL CORPORATION, also d/b/a Dollar General, a corporation,

Defendant.

Plaintiffs, the Federal Trade Commission ("FTC" or "Commission"); the States of Alabama, Arizona, Arkansas, Connecticut, Delaware, Florida, Georgia, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Minnesota, Mississippi, Nebraska, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, and Tennessee, by and through their respective Attorneys General (the "Attorneys General"); the People of the State of California, acting by and through Los Angeles County Counsel Dawyn R. Harrison; the People of the State of Michigan; the Utah Division of Consumer Protection; and the State of Wisconsin, acting by and through the Wisconsin Department of Justice (together with the Attorneys General, the People of the State of California, the People of the State of Michigan, and the Utah Division of Consumer Protection, "Plaintiff States," and collectively with the FTC, "Plaintiffs"), for their Complaint allege:

1. The FTC brings this action for Defendant's violations of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801–6809, 6821–6827 ("GLB Act"). For these violations, the FTC seeks relief, including a permanent injunction, monetary relief, and other relief, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b), 57b, and pursuant to Section 522(a) of the GLB Act, 15 U.S.C. § 6822(a).

2. The Plaintiff States allege that Defendant's false or misleading claims discussed below constitute unlawful, unfair and/or deceptive acts and practices that are prohibited by the below enumerated state consumer protection laws and/or weights and measures laws.

SUMMARY OF THE CASE

3. Dollar General Corporation ("Dollar General" or "Defendant") positions itself as "America's neighborhood general store," operating more than 20,000 stores nationwide and promising customers "convenience, value and service—Every day!" Dollar General markets

itself as an accessible alternative to large discount and big-box retailers, offering low-priced essentials that millions of Americans rely on for everyday needs.

4. Dollar General's business, as its CEO describes it, is "uniquely positioned to serve underserved customers in rural communities." To that end, its stores and locations are particularly intertwined with those communities. For example, approximately 80% of Dollar General stores are located in towns of 20,000 or fewer people. Dollar General stores are also, for broad swaths of the country, conveniently located, with roughly 75% of the United States population living within five miles of a Dollar General store.

5. Dollar General recognizes its customers "rely on [Dollar General] to stretch their dollars." Its "core customers" are predominantly low- and fixed-income households or, as Dollar General's CEO has described them, those who "run[] out of money before the month runs out," rely on $1 items to "balance [their] budget[s]," or "remained under financial pressure in 2025." Households earning $35,000 or less represent 60% of the company's total revenue. Dollar General sells around 2,000 items for $1 or less—prices that are critical to its core customers who depend on Dollar General's pricing accuracy for basic financial stability.

6. But Dollar General has for years engaged in deceptive conduct that harms the very consumers it claims to serve. Although Dollar General promises convenience, low prices, and value, the company has routinely charged customers more at the register than the prices displayed on shelves, price tags, and advertisements. This pattern of inaccurate pricing has persisted for years and affects millions of purchases across the country.

7. The scope of Dollar General's pricing misconduct is also staggering. From January 1, 2019, through March 31, 2026, [redacted]. During

this period, Dollar General [redacted], demonstrating pervasive and systemic pricing inaccuracies, rather than isolated or accidental errors.

8. Dollar General's internal audits confirm what government inspections have repeatedly found. Dollar General's own data shows that pricing discrepancies are known, recurring, and observed across the company's footprint.

9. Dollar General knows that its persistent practice of charging prices higher than those it advertises or represents harms consumers, as reflected by numerous complaints it has received. From January 1, 2023, through March 31, 2026, Dollar General received at least *29,265* complaints categorized as "Did Not Honor Marked Price," with complaints submitted in all *48 states* in which it operates. These complaints demonstrate widespread consumer harm and confirm that customers nationwide have been charged more than the advertised price.

10. In fact, Dollar General's internal communications illustrate the problem best: in a [redacted], Dollar General acknowledged that [redacted] (emphasis added).

11. State regulators have likewise identified repeated violations. Between 2019 and

2026, Dollar General entered into nine settlements with eight state Attorneys General and consumer protection agencies concerning inaccurate pricing, paying more than $13 million in resulting penalties.

12. Despite thousands of failed inspections, tens of thousands of consumer complaints, and multiple enforcement actions, Dollar General has failed to implement adequate safeguards to prevent continued overcharging. The company claims it "own[s] our actions and decisions and learn[s] from our mistakes," but its pricing systems still routinely allow advertised prices to differ from prices charged at the register. Dollar General continues to advertise one price while charging a higher price at checkout.

13. As a direct result of Dollar General's unlawful conduct, consumers nationwide have paid significantly more than they expected for basic household goods and necessities, enriching Dollar General at the expense of the low-income and rural households it markets itself as serving. The consequences of these overcharges fall most heavily on shoppers living on razor-thin margins—families who carefully budget every dollar and rely on accurate, transparent pricing simply to meet their day-to-day needs. Rather than ensuring its prices at checkout are accurate, for years Dollar General avoided implementing safeguards to prevent continued overcharging, effectively shifting the burden of its own operational shortcomings onto the very communities and consumers who can least afford it. In doing so, Dollar General has taken advantage of vulnerable shoppers and has extracted millions of dollars in unlawful overcharges.

JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345. This Court also has subject matter jurisdiction over the supplemental state law claims asserted by the Plaintiff States under 28 U.S.C. § 1367.

15. Venue is proper in this District under 28 U.S.C. § 1391(b)(1), (c)(2), and (d), and 15 U.S.C. § 53(b).

PLAINTIFFS

16. The FTC is an agency of the United States Government created by the FTC Act, which authorizes the FTC to commence this district court civil action by its own attorneys. 15 U.S.C. §§ 41–58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also enforces Section 521(a) of the GLB Act, 15 U.S.C. § 6821(a)(2), which prohibits "making a false, fictitious, or fraudulent statement or representation to a customer of a financial institution" "to obtain or attempt to obtain, or cause to be disclosed or attempt to cause to be disclosed to any person, customer information of a financial institution."

17. The State of Alabama is the enforcing authority under the Alabama Deceptive Trade Practices Act (DTPA) pursuant to § 8-19-8(a) of the Code of Alabama and is authorized to pursue this action to enjoin violations of the Alabama DTPA and to obtain legal, equitable or other appropriate relief, including rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, civil penalties, or other relief as available under the Act.

18. The State of Arizona is authorized to bring this action pursuant to the Arizona Consumer Fraud Act (the "Arizona CFA"), A.R.S. §§ 44-1521 to -1534 to obtain injunctive relief to permanently enjoin and prevent the unlawful acts and practices alleged in this Complaint, and to obtain other relief, including restitution, disgorgement of profits, gains, gross receipts, or other benefits, civil penalties, and costs and attorneys' fees.

19. The State of Arkansas is authorized to bring this action pursuant to the Arkansas

Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101 *et seq.*, in order to obtain injunctive relief and monetary remedies, including consumer restitution and civil penalties of up to $10,000 per violation.

20. The People of the State of California bring this case by and through Dawyn R. Harrison, Los Angeles County Counsel, who is authorized by California Business and Professions Code sections 17535 and 17536 to enforce the California False Advertising Law, California Bus. & Prof. Code § 17500 *et seq.*, and authorized by California Business and Professions Code sections 17204 and 17206 to enforce the California Unfair Competition Law, California Bus. & Prof. Code § 17200 *et seq*. The People of the State of California bring this enforcement action to, among other things, obtain injunctive relief, restitution, and civil penalties for Defendant's acts or practices in violation of California's Unfair Competition Law and False Advertising Law.

21. The Connecticut Attorney General brings these claims in the name of the State of Connecticut for restitution, injunctive relief, civil penalties, and other equitable and monetary relief at the request of the Connecticut Commissioner of Consumer Protection, Bryan Cafferelli, pursuant to Conn. Gen. Stat. §§ 42-110m and 42-110o.

22. The State of Delaware, *ex rel.* Kathleen Jennings, Attorney General of the State of Delaware, brings this action pursuant to the authority granted by 29 *Del. C.* § 2520(a)(4), 29 *Del. C.* § 2522(a), 6 *Del. C.* § 2522(a), and 6 *Del. C.* § 2533(d), alleging that Defendant engaged in acts in violation of the Delaware Consumer Fraud Act (the "Delaware CFA") and the Delaware Deceptive Trade Practices Act (the "Delaware DTPA") and seeking injunctive relief, declaratory relief, restitution, civil penalties, attorney's fees and costs, and any other available relief.

23. The Office of the Attorney General James Uthmeier, State of Florida, Department

of Legal Affairs, ("Florida Attorney General"), is authorized to bring this action as the enforcing authority of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes ("FDUTPA"), to obtain temporary, preliminary, and permanent injunctive relief, equitable monetary relief, consumer restitution, the refund of monies paid, disgorgement of ill-gotten monies, attorney's fees, civil penalties, and other relief pursuant to Sections 501.207(1)(b), 501.207(3), 501.2075, and 501.2077, Florida Statutes. The Florida Attorney General has reviewed the matters alleged herein and determined that this enforcement action serves the public interest. FDUTPA prohibits unfair or deceptive acts or practices in the conduct of any trade or commerce. Conduct that violates Section 5(a) of the FTC Act also violates FDUTPA. § 501.204(2), Fla. Stat.

24. The State of Georgia *ex rel.* Christopher M. Carr, Attorney General of the State of Georgia, brings this action pursuant to the Georgia Fair Business Practices Act ("FBPA"), O.C.G.A. §§ 10-1-390 through 10-1-408, which prohibits unfair and deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce. Pursuant to O.C.G.A. § 10-1-397(b), the Georgia Attorney General may take action to enforce the FBPA whether or not any person has actually been misled. The Georgia Attorney General seeks remedies available under O.C.G.A. § 10-1-397(b), including, but not limited to, declaratory relief, preliminary and permanent injunctive relief, civil penalties, restitution, and other just and equitable relief. The Georgia Attorney General has reviewed the matters alleged herein and determined that this enforcement action serves the public interest. Conduct that violates Section 5(a) of the FTC Act also violates the FBPA. *Id.* § 10-1-391(b).

25. The People of the State of Illinois, as part of the same case or controversy, also brings this action pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act

("ILCFA"), 815 ILCS 505/1 *et seq.*, and the Illinois Deceptive Trade Practices Act ("IDTPA"), 815 ILCS 505/1 *et seq*. The Attorney General of the State of Illinois brings this action under Section 7 of the ILCFA to obtain a permanent injunction, restitution, and civil penalties against Defendant.

26. The State of Iowa is a sovereign state and brings this action for Defendant's violations of The Iowa Consumer Fraud Act, Iowa Code § 714.16, and seeks injunctive relief, reimbursement, disgorgement of revenues related to Defendant's unlawful conduct, civil penalties, and costs and attorneys' fees. Section 7 of the Iowa Consumer Fraud Act expressly authorizes Brenna Bird, as Attorney General of the State of Iowa, to bring this action.

27. The State of Kansas, by and through its Attorney General, Kris W. Kobach, is authorized to bring this action pursuant to the Kansas Consumer Protection Act ("KCPA"), K.S.A. 50-623, *et seq.*, to obtain orders, judgments, and injunctive relief as may be necessary to prevent the use or employment by a supplier of any practices declared to be a violation of the KCPA and to obtain monetary relief, including reasonable expenses, investigation fees, restitution for consumers, civil penalties, and other equitable relief.

28. The Commonwealth of Kentucky, *ex rel.* Russell Coleman, Attorney General is responsible for the enforcement and administration of Kentucky law, including but not limited to the Kentucky Consumer Protection Act, Ky. Rev. Stat. § 367.110 *et seq.* ("KYCPA"). The Attorney General is authorized to bring this suit under Ky. Rev. Stat. 367.190, has determined it to be in the public interest to do so, and seeks injunctive and monetary relief including disgorgement, injunctive relief, restitution, civil penalties, costs, attorney's fees, and other relief the Court may deem appropriate under the facts and circumstances of the case.

29. The Attorney General of the State of Louisiana brings action in the public interest

of the State of Louisiana to seek permanent injunctive relief, restitution, and civil penalties against Dollar General pursuant to the Unfair Trade Practices and Consumer Protection Law, La. R.S. 51:1401, *et seq.* ("LUTPA"), and the Louisiana False Advertising Law, La. R.S. 51:411, *et seq*. The Attorney General has the constitutional and statutory authority to bring this action on behalf of the public pursuant to LUTPA.

30. Maine Attorney General Aaron M. Frey brings this action in the name of the State of Maine pursuant to the Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 205-A to 214, which prohibits unfair or deceptive acts or practices in the conduct of any trade or commerce, 5 M.R.S.A. § 207, and authorizes the Attorney General to seek relief, including injunctive and monetary relief, for violations thereof, 5 M.R.S.A. § 209.

31. The People of the State of Michigan, by its Attorney General, is authorized to bring this action pursuant to the Shopping Reform and Modernization Act, MCL 445.311 *et seq*. ("SRMA"), and the Michigan Consumer Protection Act, MCL 445.901 *et seq*. ("MCPA") to obtain injunctive relief and monetary remedies, including civil fines of $1,000.00 for the first and $5,000.00 for the second and any subsequent violation of the SRMA. MCL 445.320(5).

32. Keith Ellison, Attorney General of the State of Minnesota, is authorized under Minnesota Statutes Chapter 8, including Minn. Stat. §§ 8.01 and 8.31, the Minnesota Prevention of Consumer Fraud Act (Minn. Stat. § 325F.69), the Uniform Deceptive Trade Practices Act (Minn. Stat. § 325D.44), and common law authority, including *parens patriae* authority, to bring this action to enforce Minnesota's laws, vindicate the State's sovereign and quasi-sovereign interests, and remediate all harm arising out of and provide full relief for violations of Minnesota law, including restitution, disgorgement, civil penalties, and costs and attorneys' fees. The law enforcement and *parens patriae* capacity in which the Attorney General brings this action is

separate and distinct from his statutory duty to represent state agencies, officers, boards, or commissions. For avoidance of doubt, the Attorney General does not represent any other state agency, officer, board, or commission in bringing this action, and the Attorney General does not seek relief for any other state agency, officer, board, or commission.

33. The State of Mississippi, by and through Attorney General Lynn Fitch, is authorized to bring this action pursuant to the authority granted by Miss. Code Ann. § 7-5-1 *et seq*. and Miss. Code Ann. § 75-24-1, *et seq*., upon the ground that Defendant has engaged in unfair or deceptive acts and practices in or affecting commerce as declared unlawful by the Mississippi Consumer Protection Act at Miss. Code Ann. § 75-24-1, *et seq*., and to obtain injunctive relief, restitution, and any and all other remedies provided by law.

34. The State of Nebraska is a sovereign state. Michael T. Hilgers, as Attorney General of the State of Nebraska, is expressly authorized to bring this action under Nebraska's Uniform Deceptive Trade Practices Act on behalf of the State of Nebraska to protect the state and its residents from Defendant's unlawful business practices. Neb. Rev. Stat. § 87-303.05(1) and Neb. Rev. Stat. § 87-303.11(1).

35. Jennifer Davenport, Attorney General of the State of New Jersey, and Christopher L. Peterson, Acting Director of the New Jersey Division of Consumer Affairs (collectively, the "State of New Jersey" or "New Jersey") bring this action to enforce the New Jersey Consumer Fraud Act, N.J.S.A. §§ 56:8-1 to -233 *et seq.* ("New Jersey CFA"). The State of New Jersey brings this action pursuant to its authority under the New Jersey CFA, N.J.S.A. §§ 56:8-8, 56:8-11, 56:8-13, and 56:8-19, to permanently enjoin Defendant from engaging in unconscionable commercial practices, acts of deception, misrepresentations, false promises, concealments, and/or knowing omissions of material fact, in violation of N.J.S.A. § 56:8-2, and to recover

statutory civil penalties, restitution, attorneys' fees and costs and other equitable and monetary relief.

36. The State of New Mexico, by and through its Attorney General Raúl Torrez, brings this action pursuant to the New Mexico Unfair Practices Act ("New Mexico UPA"), NMSA 1978, §§ 57-12-1 to -27, to protect New Mexico consumers from Defendant's unfair and deceptive trade practices. The New Mexico Attorney General is authorized to bring this suit pursuant to the New Mexico UPA, NMSA 1978, § 57-12-8, and his statutory authority to prosecute "all actions and proceedings . . . in which the state may be a party or interested when, in his judgment, the public interest of the state requires such action," NMSA 1978, § 8-5-2(B). The State of New Mexico seeks injunctive and declaratory relief, restitution, disgorgement, civil penalties, and any other relief authorized by law.

37. The State of North Carolina, acting by and through its Attorney General Jeff Jackson, brings this action in the public interest and pursuant to Chapter 75 of the North Carolina General Statutes. The State of North Carolina, by and through the Attorney General, is charged with, *inter alia*, enforcing North Carolina's Unfair or Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq*., which is intended to protect consumers from being harmed by unethical and unscrupulous business practices, including deceptive statements and conduct, in or affecting commerce in North Carolina. North Carolina's Unfair or Deceptive Trade Practices Act authorizes the State of North Carolina to seek temporary, preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, civil penalties, attorneys' fees, expenses, costs, and other equitable relief for Defendant's acts or practices in violation of N.C. Gen. Stat. § 75-1.1.

38. The State of Ohio, by and through Ohio Attorney General, D. Andrew Wilson,

having reasonable cause to believe that violations of Ohio's consumer laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him pursuant to O.R.C. 1345.07 of the Ohio Consumer Sales Practices Act ("Ohio CSPA"). The Ohio Attorney General brings this enforcement action to, among other things, obtain injunctive relief, declaratory relief, restitution, and civil penalties for Defendant's acts or practices in violation of the Ohio CSPA.

39. The State of Oklahoma, Office of the Oklahoma Attorney General, by Attorney General Gentner Drummond is the chief legal officer of the State of Oklahoma and brings this action in the name and on behalf of the people of the State of Oklahoma to protect the state, its general economy, and its residents from Dollar General's unlawful business practices. 74 O.S. § 18b(A). The Attorney General has authority under the Oklahoma Consumer Protection Act, 15 O.S. 751 *et seq.*, to bring this action and seek injunctive relief, civil penalties, disgorgement, restitution, and other equitable relief, as well as attorneys' fees, expenses, and costs.

40. The State of Oregon, by and through Attorney General Dan Rayfield, brings this action pursuant to the Oregon Unlawful Trade Practices Act, ORS 646.605–646.656, to obtain injunctive relief, restitution, civil penalties up to $25,000 per violation, attorneys' fees, and any other relief authorized by law.

41. The State of Rhode Island, by and through Attorney General Peter F. Neronha, brings this action for injunctive and other relief against Dollar General for violations of the Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-1 *et seq*.

42. The State of South Carolina brings this action, by and through its Attorney General, Alan Wilson, in its sovereign capacity in order to protect the interests of the State and its citizens. The Attorney General brings this action pursuant to his *parens patriae,*

constitutional, statutory, and common law authority, including the authority granted to him by the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10 *et seq*.

43. The South Dakota Office of Attorney General, through South Dakota Attorney General Marty J. Jackley, is the chief legal officer of the State of South Dakota and brings this action in the name of the State to protect the public interest and South Dakota residents and to obtain injunctive relief and civil penalties from Dollar General's unlawful and deceptive business practices. The South Dakota Attorney General has authority under the South Dakota Deceptive Trade Practices and Consumer Protection Act, SDCL Ch. 37-34 *et seq.*, to bring this action and seek injunctive relief, civil penalties, disgorgement, restitution, and other equitable relief, as well as attorneys' fees, expenses, and costs.

44. The State of Tennessee is authorized through Attorney General and Reporter Jonathan Skrmetti, as the chief legal officer of the State, to bring this action pursuant to the Tennessee Consumer Protection Act, Tenn. Code Ann. §§ 47-18-101, *et seq.*, to obtain injunctive relief and monetary remedies on behalf of Tennessee and its consumers, including civil penalties, attorneys' fees and costs, and consumer restitution.

45. The Utah Division of Consumer Protection is a state agency within the Utah Department of Commerce. Utah Code § 13-2-102. The Utah Division of Consumer Protection enforces Utah's consumer protection laws, including the Utah Consumer Sales Practices Act ("Utah CSPA") and administrative rules enacted pursuant thereto, which prohibit deceptive acts and practices in connection with consumer transactions. Utah Code §§ 13-2-102(2), 13-11-4, -9, -17; *see also* Utah Admin. Code R152-11-201. Under the Utah CSPA, the Utah Division of Consumer Protection is authorized to bring this action to obtain injunctive relief, monetary remedies, including disgorgement and actual damages, and fines. Utah Code § 13-11-17(1).

46. The State of Wisconsin is represented in this action by the Wisconsin Department of Justice, which is vested with the authority to enforce the Wisconsin Deceptive Trade Practices Act. Wis. Stat. § 100.18(11)(d). In addition, the Wisconsin Department of Agriculture, Trade and Consumer Protection referred its weights and measures claims, Wis. Stat. §§ 98.26(1)(c) and 98.08(2), to the Wisconsin Department of Justice for enforcement. The State of Wisconsin brings this enforcement action to obtain injunctive relief, restitution, civil forfeitures, consumer protection surcharges, supplemental forfeitures, and attorneys' fees, expenses, and costs. Wis. Stat. §§ 98.26(1), 100.18(11)(d), 100.26(4), 100.261, 100.263, and 100.264.

DEFENDANT

47. Defendant Dollar General Corporation, also doing business as Dollar General, is a Tennessee corporation with its principal place of business at 100 Mission Ridge, Goodlettsville, Tennessee 37072. Dollar General transacts or has transacted business in this District and throughout the United States. At all times relevant to this Complaint, acting alone or in concert with others, Dollar General has advertised, marketed, distributed, or sold general merchandise to consumers throughout the United States.

COMMERCE

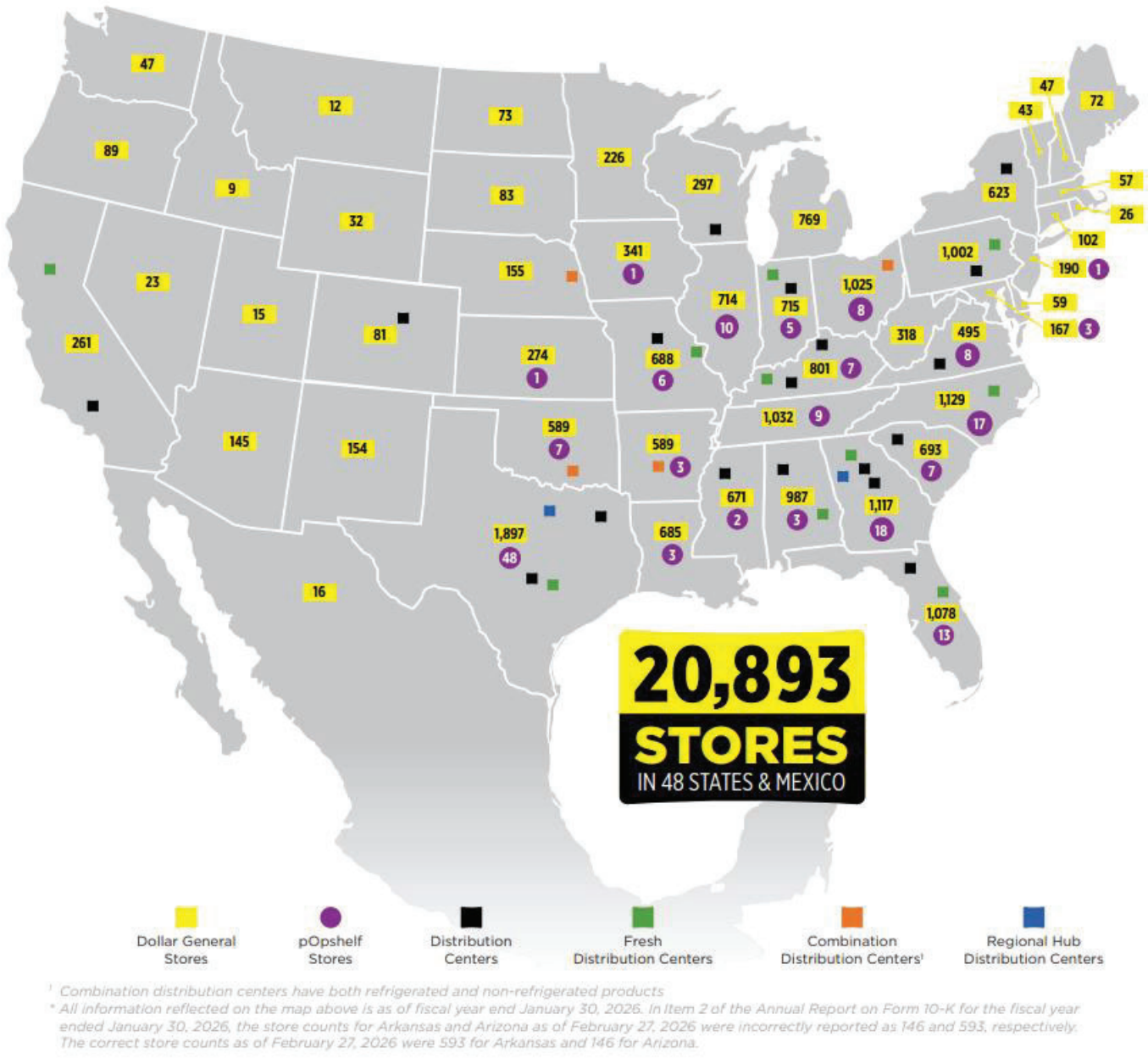
48. At all times relevant to this Complaint, Defendant has maintained a substantial course of trade in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFENDANT'S BUSINESS ACTIVITIES

Overview of Company and Stores

49. Dollar General is a publicly traded company with over 20,000 stores across 48 states. Figure 1 depicts the number of Dollar General stores in these 48 states, as of the time

Defendant issued its 2025 Annual Report & 2026 Proxy Statement (on or about April 7, 2026).



[1] Combination distribution centers have both refrigerated and non-refrigerated products

* All information reflected on the map above is as of fiscal year end January 30, 2026. In Item 2 of the Annual Report on Form 10-K for the fiscal year ended January 30, 2026, the store counts for Arkansas and Arizona as of February 27, 2026 were incorrectly reported as 146 and 593, respectively. The correct store counts as of February 27, 2026 were 593 for Arkansas and 146 for Arizona.

Figure 1

50. Dollar General sells a wide variety of consumer goods at low prices (typically $10 or less), including food such as milk and eggs, health and wellness products, cleaning and laundry supplies, self-care and beauty items, and seasonal décor.

51. Consumable products are the company's largest product category, and in 2025

represented 82.0% of the company's net sales. In 2025, seasonal products comprised 10.1% of the company's net sales; home products comprised 5.2%; and apparel comprised 2.7%.

52. When making purchases at Dollar General stores, consumers use, among other payment methods, cash, debit cards, credit cards, manufacturer coupons, SNAP EBT (a government program allowing participants to pay for food, colloquially known as food stamps), checks, and gift cards.

53. From 2023 through 2025, Dollar General reported making $122 billion in net sales; specifically, the company reported $38.7 billion, $40.6 billion, and $42.7 billion in net sales in 2023, 2024, and 2025, respectively.

54. Dollar General's business model emphasizes "low-cost, no frills building[s] with limited capital requirements" and "a low operating cost approach" in these stores.

55. Stores are frequently too thinly staffed to meet the demands imposed by Dollar General's corporate offices, meaning they lack time, for example, to print new pricing labels and affix them to shelves. Internal communications demonstrate that employees at the top level of the company are aware of stores' low staffing. For example, in a news article sent to the CEO of the company and others, a former assistant manager in Illinois stated that she spent many of her shifts as the only person working in her store: "You're lucky if you get to work two to four hours of your eight-to 13-hour shift with another human being."

Dollar General's False Pricing Advertising

56. Dollar General advertises its products' prices, among other means, (1) through its weekly circulars; (2) in-store, including through price placards on shelves; and (3) through owned channels such as its app and its website.

Circulars

57. Every week, each Dollar General store receives print copies of the weekly circular, and roughly half of Dollar General stores place print versions of the weekly circular in newspapers or mail them directly to consumers. The company makes a digital version of the circular available on its website and mobile application.

58. The circulars depict products that are available for sale to consumers at specified prices. An example page from a circular posted on Dollar General's website in January 2026 is depicted below in Figure 2.



Figure 2

59. However, on numerous occasions, Dollar General has charged more at the register than prices listed in its circulars.

60. Consumers frequently report, both to Dollar General and to law enforcement, that Dollar General charged more than the prices listed in circulars. For example:

A. In October 2025, a Pennsylvania consumer complained that Dollar General's "weekly flyer . . . has advertised five for $5 with 2 l[iter] sodas. When I got up to the register[,] they were charging me $2.95 a[]piece. I explained about the sale and their statement was this is what their prices are. This has happened numerous times on many different occasions. I am tired of being ripped off. Dollar [G]eneral is within 3 miles of my home with the next available store being about 12 mi[les] away. I'm also tired of having to take time out of my evening to go over my receipts and then spending the gas money to go over and get my money back." This consumer reported paying with a credit card.

B. In January 2026, a Missouri consumer complained he was "charged full price, despite [a] promotion where consumer is supposed to receive a free two liter bottle of Pepsi with purchase of a DiGiorno pizza." This consumer reported paying with a debit card.

C. In December 2024, Dollar General recorded a Virginia consumer complaining that the company's flyer was "confusing because . . . the price on the fliers . . . is not ringing of[f] on the register." The consumer reported she purchased crackers that were supposed to be three for $6 and a Lego toy that was supposed to be 50% off, but she was charged more than the advertised prices.

D. In February 2026, Dollar General recorded a Wisconsin consumer complaining

"that the weekly flyer advertised a 'Buy 3, Get 1 Free' deal on Swanson beef or chicken broth" and that he "purchased 8 items total, four beef and four chickens[,] but was charged for all of them, including the two that should have been free."

E. In December 2025, Dollar General recorded a Wisconsin consumer complaining that "Folgers Coffee was advertised at a promotional price of 2 for $11 in the Dollar General Weekly Ads flyer" and that she "expected to pay $11 for two items but was surprised when she was charged $11.25 each." The consumer noted that the cashier was "confused that the register did not reflect the promotion," but the store manager "insisted that the promotion did not apply to decaf." The consumer also reported that "the flyer did not specify size or variant restrictions," but Dollar General nonetheless "charged the higher amount." As the consumer "did not want to argue further,[] she paid and left the store."

F. In July 2025, Dollar General recorded an Ohio consumer complaining that "she received a flyer from the store" advertising that "bread was on sale for $1.50, but she was charged $1.95." The consumer advised that the employee "who rung her up" "advised [her] to call corporate."

G. In December 2025, Dollar General recorded a Louisiana consumer complaining that "she went to make a purchase based on the prices shown in the sales paper she received from the flyer," but was confused and frustrated because "the employee told her that he could not honor the prices listed in the sales paper because the register does not reflect those prices."

H. In October 2024, Dollar General recorded a New Jersey consumer complaining that flyers advertising a buy-two-get-one-free deal were not honored, and that the

consumer was charged more than the promotional amount for these bags of chips.

I. In December 2024, Dollar General recorded a Texas consumer complaining that the company "did not want to give her the price of the coupons for the week that appears in the newspaper." According to the consumer, the promotion offered "[three] six packs of Coca Cola for $11.00," but Dollar General charged her $18.00 and "this [was] not the first time this has happened to her."

J. In May 2025, Dollar General recorded a Wisconsin consumer complaining that, with respect to the purchase of soda, "the newspaper [and the] stickers in the store said that he can have 3 12 p[ac]ks for $11 with a digital coupon," but he "was charged $13 plus taxes."

K. In March 2024, a Minnesota consumer made the following complaint about a Dollar General store in Hayfield, Minnesota: "from day one the prices have not matched what the sale ads are or the sale tags on the shelf. They are overcharging on merchandise. This does not happen once in a while it has been every single time I walk into that store from 2017 to 2024."

In-Store Prices

61. Dollar General also advertises its products' prices in stores. In its stores, Dollar General advertises products as available for sale to consumers at specified prices, whether through promotional signage on windows or the store exterior, prices on the shelves, prices on the products themselves, and through interior signage relating to special offers (such as a "sale," "buy-one-get-one-free" deal, or "clearance" price). Examples are depicted below in Figures 3-8:



Figure 3



Figure 4



Figure 5



Figure 6


Suavé
Degree
SAVE $1
up to
twin pack
WASHES AWAY BACTERIA
BRUT
CLEARANCE
SALES EVENT
Friday, February 27 - Sunday, March 1
Take an additional
50% OFF
previously reduced clearance items

Figure 7



Figure 8

62. However, on numerous occasions, Dollar General has charged more than the price listed on the shelf, the product, or in the in-store sales offer.

63. For example, between January 16, 2026, and April 1, 2026, FTC investigators made undercover purchases at Dollar General stores in Ohio, Pennsylvania, Missouri, and

Maryland. The FTC investigators used credit cards to make all purchases at these stores. Every single undercover purchase resulted in Dollar General charging more at the register than the price advertised for multiple products:

A. During a January 16, 2026 undercover purchase at a Dollar General store in Cleveland, Ohio, 13 out of 58 items rang up with a price different than the price listed on a product label or shelf (an error rate of 22.4%). Of the 13 price inaccuracies, 5 were undercharges and 8 were overcharges, resulting in a net overcharge of $3.25.

B. During a February 27, 2026 undercover purchase at a Dollar General store in Springfield, Missouri, 6 out of 59 items rang up with a price different than the price listed on a product label or shelf (an error rate of 10.2%). Of the 6 price inaccuracies, there were 2 undercharges and 4 overcharges, resulting in a net overcharge of $4.07.

C. During a March 11, 2026 undercover purchase at a Dollar General store in Sharpsburg, Pennsylvania, 6 out of 60 items rang up with a price different than the price listed on a product label or shelf (an error rate of 10%). Of the 6 price inaccuracies, there were 2 undercharges and 4 overcharges, resulting in a net overcharge of $2.60.

D. During an April 1, 2026 undercover purchase at a Dollar General store in Baltimore, Maryland, 5 out of 59 items rang up with a price different than the price listed on a product label or shelf (an error rate of 8.5%). Of the 5 price inaccuracies, there were no undercharges and 5 overcharges, resulting in a net overcharge of $3.65.

64. Between January 1, 2023, and March 31, 2026, Dollar General received 29,265 complaints categorized as "Did Not Honor Marked Price." Dollar General agents typically use this category "[f]or customer communications concerning an alleged discrepancy between an item's shelf and register prices."

65. The FTC, the Plaintiff States, and Dollar General also receive complaints about these types of false pricing practices at Dollar General. Below are examples of typical complaints:

A. In August 2025, a Massachusetts consumer complained that "[t]rail mix was advertised with a yellow and red sign stating a price of $2.75, but when [he] attempted to purchase it, the cashier rang it up for $5." The consumer elaborated that when he returned to the store the next week, "the signs with the incorrect price were still displayed."

B. In July 2026, a Kentucky consumer complained that "[e]very item (5 items one day and one the next) bought at the Dollar General Store in Elkton[,] Kentucky had a shelf price that was lower than the cash register price." This consumer reported paying with a debit card.

C. In August 2023, an Ohio consumer complained that Dollar General listed the shelf price of milk as $3.95 but charged him $4.25 at the register.

D. In March 2026, a South Carolina consumer complained that "the [D]ollar [G]eneral beside my house" has the "price advertised on the shelves for one thing" and "when you get to the register you're charged MORE _ it's EVERY time_ I[']M SICK OF IT FRANKLY! The problem is the one on Williamston [Road] in Anderson[,] SC says they're 'not allowed to change it or fix the price

correctly' as told to them BY THEIR BOSSES!"

E. In June 2026, an Alabama consumer complained that she "purchased multiple items from Dollar General in which the price on the receipt scanned higher than the shelf price. For example, the price of Twinkies had a shelf price of $2.50, but the receipt price was $3.50. This happened with other items such as paper towels, toilet paper, and bleach."

F. In February 2025, an Ohio consumer complained that he "grabbed a carton of eggs that were listed at $5.10 on the shelf, which rang up for $6.35 at the register," and that the cashier did not address the price discrepancy. The consumer reported paying for the item using a debit card.

G. In January 2026, a Georgia consumer complained that she was "charged $6 for an item that was originally priced at $8, despite a sign stating that all Christmas items were 70% off." The consumer elaborated that "the manager refused to adjust the price, citing corporate policy" and noted that this was "not the first time [she] experienced this issue with Dollar General." The consumer reported paying for the item using a debit card.

H. In December 2025, a Pennsylvania consumer complained that on "2 different days I have been not charged the correct price as advertised by the register[']s computer[.] I have been overcharged[,] not getting the correct advertised price." The consumer reported paying for the items using a debit card.

I. In November 2025, a Wisconsin consumer complained that, on November 6, 2025, a "[p]roduct was advertised as 3 for $12," but "[r]ang up as 3 for $15." He elaborated, "I told the employee it was labeled as 3 for $12. I walked her over to

the sign. She said the sign should have been removed as the sale ended on 11/1/25. I asked if they would honor the price from the sign, she said she could not." This consumer reported paying with a credit card.

J. In January 2026, a Texas consumer complained that a Dollar General store "is overcharging for items marked at a specific price" and noted that "when you purchase th[ey] jack up the price [so that] it doesn't match advertised prices on shelf[.]" He continued, "[W]hen I told them it's illegal[,] they admitted it and said I cannot correct it I have to overcharge you or I will get in trouble!!!!" He concluded, "Illegal scam been going for y[ea]rs[.] [T]hey have taken hundreds of dollars from me in the last [seven] y[ea]rs I've shopped there. I told them over and over but they know it's illegal and will not stop!"

K. In November 2025, a Florida consumer complained about being charged $2.50 for a bottle of Johnson & Johnson baby shampoo when the price on the shelf was $2.00. When this consumer raised the issue with the store employee, the employee gave the consumer the option of paying the higher price or not purchasing the baby shampoo.

L. In August 2024 a Michigan consumer complained, "The price listed on the tag for the eggs was $3.25, so I picked up 2 dozen. When I was at the register checking out with Alicia the eggs rang up a [sic] $4.50. When I told her she said the price must [have] went up and that the company never let the store know when prices go up. She refused to change the price. When I pointed out that you have to charge what is displayed. Her comment was that yesterday was her last day and she didn't care. I'm sure the same incorrect pricing is throughout the store. I

know candy bars are listed at one price and changing [sic] something else. Whenever you are in the shop you might see someone restocking but never changing prices . . . ."

M. In November 2024, Dollar General recorded a California consumer complain that "she visited a Dollar General store and saw a sign advertising 50% off clearance prices but did not receive the discount when checking out. When she asked about the promotion, the employee said it was no longer valid but had not removed the sign." The consumer also reported that she observed another customer in line receive this promotion. When the consumer questioned the cashier, the cashier answered, "because she just bought one item, and you have several cat foods in your cart."

Dollar General Digital Advertisements

66. Third, Dollar General advertises products through digital channels it owns. On its digital channels (including its website and mobile application), Dollar General advertises products as available for sale to consumers at specified prices. *See, e.g.*, Figure 9.

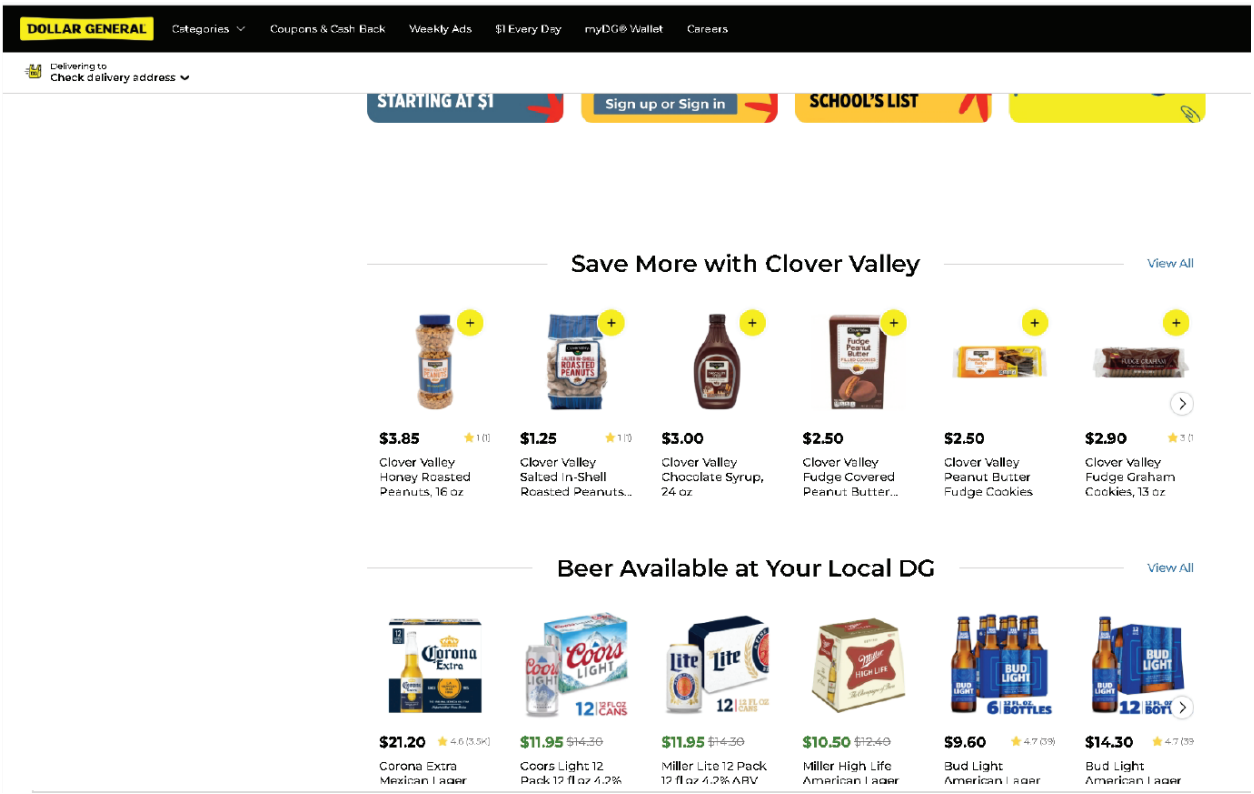


Figure 9

67. However, on numerous occasions, Dollar General charges more at the register than prices listed on its digital channels.

68. Consumers frequently report, to Dollar General and law enforcement, that Dollar General charges more at the register than prices listed on its application or website, or deals offered there. For example:

A. In December 2025, a New York consumer complained that the "[c]ompany advertised a price for Roblox cards online and they could not honor that price in any of the retail stores on Long Island."

B. In November 2024, a Mississippi consumer complained that he "recently visited a [D]ollar [G]eneral store and upon using the app I [saw] advertised BOGO [buy-one-get-one] free on motor oil at a price of $6.95. I bought 4 and after I checked

out[,] I noticed they rang up $7.25 and charged for all 4 of them." This consumer reported paying with a debit card.

C. In August 2025, a Georgia consumer reported being offered a coupon for "[$]5 off" a purchase of $25 in the app, which was not honored at the register.

D. In July 2024, Dollar General recorded a Florida consumer complaining that the company's app advertised an 18-pack of Busch beer for $11.87, but Dollar General charged her $15.55.

E. In February 2026, Dollar General recorded a Mississippi consumer complaining that Pedigree dog food was listed as $24.95 on the company's website, but Dollar General charged her $29 at the store.

F. In April 2024, Dollar General recorded an Illinois consumer's complaint that "the store manager and employees . . . didn't honor the website pricing." The consumer reported trying "to buy the Dr. Pepper that [was] shown on the website for 3 for $9," but when he tried "to pay [at] the register, it rings up for $10.78." Dollar General recorded the consumer stating that "[t]he Manager said that 'Whatever the register[] rings up[,] that will be the price[,] and we can't give you [a] discount.'"

G. In July 2024, Dollar General recorded a Wisconsin consumer complaining that he was charged $4.95 per bag of chips at the register despite seeing the Dollar General website offer these chips for $1.95 per bag.

H. In November 2024, Dollar General recorded an Illinois consumer complaining that Scrubbing Bubbles was "$3.50 on the website but she got charged $4.25."

I. In December 2024, Dollar General recorded a Connecticut consumer complaining

that she went to a Dollar General store to purchase a Christmas cup based on a buy-one-get-half-price promotion on the Dollar General app, but "the store did not honor it because the item has a different price when they rang up from the cash register."

J. In March 2024, Dollar General recorded an Ohio consumer's complaint that "he saw the price on the website and app, at $6.50 [for] the coffee mate creamer. But when he went to the store, and bought the items, he was charged full price. He only noticed it when he got home. And he doesn't want to go back to the store since he'll be wasting gas money."

K. In September 2023, a Michigan consumer complained that "I clipped my coupons and checked out. The ad clearly states tide pods 16-21 count for 4.00 after the 1.50 coupon which I had clipped. The manager proceeded to tell me it's only for the exact scent of tide with febreeze. Only the scent pictured in the ad was the coupon good for even though it says 16-21 count.…I had a coupon for 2.00 off coke Pepsi mix and match 3 for 15 then 2.00 off. The 3 for 15.00 came up right but the 2.00 did not come off. She [the manager] said the ad shows Pepsi, Mountain Dew and the coke in the photo and anything else is excluded…. But Diet Coke was not pictured and it was only what was pictured. … I think it's time the attorney generals[sic] office launches a full investigation to protect us especially since we already pay so much for necessities. Every little bit of money is a lot in these times… Please take a look at the dollar general app coupons along with this weeks [sic] ad to see the coupons I am talking about."

L. In June 2025, Dollar General recorded a California consumer complaining that,

"after reviewing the store's online advertisements, she selected items based on the promotional deals: 6 packs of Pepsi (advertised as 3 for $11), 3 packs of Dr. Pepper (3 for $12), and Lays chips (Buy 2, Get 2 Free, regular price $3.95 each). Her subtotal showed $66.80 for 13 items. With the advertised discounts and a $5 coupon applied, she expected her total to be approximately $37.61." However, Dollar General charged $50.72, which was higher than the consumer expected. She also reported "the subtotal she had on the app reflected a $31.90 discount and $2.16 in estimated tax, but the final amount still did not align with her calculations."

M. In April 2025, a Florida consumer complained that he had "consistently, over the past year, found Dollar General lists items as being one price on their shelves or in online ads, but the register charges a higher amount." This consumer visited over 15 stores in his area. He reported that Dollar General employees informed him that they were not allowed to override the prices charged at the point of sale.

69. After seeing the false prices described in Paragraphs 56-68 above, consumers go to the checkout counter, where Dollar General attempts to, and frequently does, obtain or cause to be disclosed to a person consumers' payment information, namely information from their credit and debit cards and checks that contain the consumers' bank account information, through means including self-checkout machines, transactions in which consumers accomplish payment without interacting with a cashier or self-checkout machine, and attempted credit and debit card transactions that fail for a reason other than a card decline, such as a point-of-sale equipment malfunction or physical problem with the card.

70. At the checkout counter, consumers sometimes notice the higher price being

charged at the register and ask for the lower price to be applied. However, in many instances, despite policies requiring them to honor the lowest price and at least two state settlements requiring the same, *see infra* Paragraph 93, Dollar General employees do not correct the issue.

71. In many instances, consumers are unable to identify pricing errors prior to or during the checkout process. When consumers check out, prices flash quickly on the screen and are difficult to track in the moment. In some Dollar General stores, the screen shown to consumers at checkout does not clearly display the price charged for each item; for example, during an FTC undercover buy, the screen keeping a running list of items and associated prices faced only the store employee, and the only display visible to the FTC's investigator during the checkout process was a small screen showing an abbreviated item description and price.

72. Some consumers do not discover pricing issues until after they have completed their purchase or after they return home, and some may never discover them at all. For example:

A. In June 2025, Dollar General recorded a complaint from a Nebraska consumer stating: "It is ridiculous that I am wasting my time and energy because your stores can't honor the price they say[.] The first time you have to wait till you get home and check over your receipt and go back and fix it[,] it seems like it's a computer wide in Omaha problem[.] I wonder how many people are getting charges and not realizing it. Because that is two different stores in a week it's happened at."

B. In the same month, Dollar General recorded a complaint that a Michigan consumer purchased items advertised as a buy-one-get-one deal, but "[a]fter paying and leaving the store, she reviewed her receipt at home and realized she had been charged full price for each item."

C. In June 2024, Dollar General recorded a complaint that an Alabama customer "said that there is a promotional discount that if you buy 3 of this Dr. [P]epper diet 6 packs you can get it for only $8 total. She said that it is all over in the store and on the DG APP[,] and the promo is not applied on her purchase. She said that she just noticed it once she got home[.]"

D. In March 2024, Dollar General recorded a complaint that a Wisconsin consumer sought assistance after purchasing items advertised as buy-one-get-one-50% off, but "he paid for the whole price on the second bottle and he did not realize[] it until he got home."

E. In July 2026, a Florida consumer complained that she paid a higher price for an item than what had been listed on the shelf. She was informed that the store would fix the price tag on the shelf but could not adjust or refund the price for her prior transaction. She contacted Defendant's corporate office and did not receive a response. The consumer concluded: "Imagine how many unsuspecting customers have been deceived with price on item versus register price."

Dollar General's Failure to Correct Its False Pricing Practices

73. Dollar General is well aware it routinely charges consumers more at the register than the price advertised, marked on the product, or printed on the shelf, but has failed to correct the issue. In addition to the consumer complaints it receives, Dollar General routinely fails pricing inspections across the United States; has been the subject of many lawsuits, settlements, and press concerning the practices; and produces weekly and quarterly reports showing that many stores do not update pricing labels on time or at all. Despite repeated red flags, Dollar General has failed to correct the issue and continues to make false pricing statements.

Dollar General routinely fails pricing inspections across the United States

74. It is unlawful in all 50 states to advertise an inaccurate price. Consequently, numerous state and local government agencies conduct inspections to ensure pricing accuracy within retail establishments—inspections Dollar General frequently fails.

75. While states may apply different standards to conduct these inspections, most jurisdictions (thirty-three states) follow the Examination Procedure for Price Verification published by the National Institute of Standards and Technology ("NIST"), or a past version of it. This procedure sets a 2% threshold—meaning that a failed pricing inspection occurs where more than 2% of items inspected have inaccurate price labels—and involves a randomized, systematic sampling of dozens of products from within a store.

76. State and local regulatory inspections following these procedures, or similar state-created versions, have revealed widespread pricing inaccuracies at Dollar General stores nationwide. For example:

77. ***Kansas***: Between January 1, 2023, and March 2, 2026, Dollar General failed over 39% of pricing inspections in Kansas. One store failed 44 pricing inspections and two others failed more than 30 pricing inspections each.

78. ***Louisiana***: Between January 1, 2023, and April 15, 2026, Dollar General stores in Louisiana failed 144 pricing audits and incurred fines totaling $176,850.

79. ***New Mexico***: Between January 5, 2026, and April 14, 2026, New Mexico conducted 73 pricing inspections of Dollar General stores, with 53% of inspections resulting in failures. A Dollar General store in Clovis, New Mexico, failed three consecutive inspections.

80. ***Iowa***: Iowa conducted eight inspections at seven stores between January 23, 2023, and June 27, 2024. Dollar General failed each inspection, with its stores overcharging for

18% of items tested. In one inspection that took place on January 18, 2024, 13 out of 25 items had pricing errors, resulting in a $19.70 overcharge.

81. ***Arkansas***: Arkansas conducted 392 inspections of Dollar General stores between January 4, 2023, and April 15, 2026. These stores failed at least 20.1% of inspections during that time. On October 25, 2025, in an inspection of a Strong, Arkansas, Dollar General store, 11 of 50 products tested (22%) were priced incorrectly on shelves, with eight of the incorrect prices resulting in overcharges. The overcharges totaled $4.85.

82. ***Kentucky***: Kentucky conducted 242 inspections of Dollar General stores in 2023. These stores failed 23.97% of these pricing inspections. On April 6, 2023, in an inspection of a Glasgow, Kentucky, Dollar General store, 20 of 50 products tested (40%) were priced incorrectly, and all of the incorrect prices were overcharges, totaling $15.70.

83. ***Ohio***: From January 1, 2026, through March 22, 2026, Dollar General stores in Lake County, Ohio, have failed 50% of pricing audits. Nearly half of the inspections were re-inspections after a prior failure, yet Dollar General stores still failed more than 36% of the re-inspections. More than 75% of the pricing inaccuracies were overcharges.

84. Between January 1, 2023, and March 2, 2026, Dollar General failed more than 45% of pricing inspections in Columbus, Ohio. Virtually three in four of the pricing inaccuracies were overcharges.

85. ***Utah***: Between January 10, 2023, and April 15, 2026, Dollar General failed more than 45% of pricing inspections in Utah. One Dollar General store in Nephi, Utah, failed 15 of 19 inspections, including ten in a row from May 21, 2025, through April 8, 2026. 63.9% of the pricing inaccuracies were overcharges.

86. ***Missouri***: In a statewide investigation conducted by the Missouri Department of

Agriculture and Missouri Attorney General's Office, Dollar General failed 92 of its 147 inspections in an eighteen-month period ending in 2023.

87. ***Wisconsin***: In Wisconsin in 2023, 662 of the 7,344 products scanned by Wisconsin price verification inspectors resulted in overcharges (9%), with the average overcharge being 17% higher cost than the stated price.

88. ***Tennessee***: Between January 8, 2026, and March 30, 2026, Dollar General failed more than 10% of pricing inspections in Tennessee, an increase from a 5% failure rate in 2025.

89. ***North Carolina***: In 99 inspections of 54 North Carolina Dollar General stores between June 2023 and November 3, 2026, price inspectors identified no fewer than 1,168 instances of pricing inaccuracies.

90. Dollar General's own audit records show that [redacted]. From January 1, 2019, through March 31, 2026, Dollar General [redacted]. Indeed, where Dollar General has records of an audit, the company [redacted].

91. [redacted].

Dollar General has been the subject of numerous lawsuits, settlements, and press concerning these false pricing practices

92. Since 2019, Dollar General has settled nine state actions with eight different state Attorney General Offices and consumer protection agencies regarding its pricing inaccuracies.

93. Payments from these settlements regarding pricing inaccuracies exceed $13 million, and Dollar General agreed to injunctive relief in many of these matters. Specifically:

A. In 2019, Dollar General reached a $10,586 settlement with Wisconsin.

B. In 2019, Dollar General reached a $1.75 million settlement with Vermont.

C. In 2023, Dollar General reached an $850,000 settlement with Wisconsin.

D. In 2023, Dollar General reached a $1.2 million settlement with New Jersey.

E. In 2023, Dollar General reached a $1 million settlement with Ohio.

F. In 2025, Dollar General reached a $400,000 settlement with Colorado.

G. In 2025, Dollar General reached a $1.55 million settlement with Pennsylvania.

H. In 2026, Dollar General reached a $1.875 million settlement with New York.

I. In 2026, Dollar General reached a $5.3 million settlement with Missouri.

J. The Colorado and Pennsylvania settlements require Dollar General to post signs in its stores informing consumers it will honor the lowest price in the event of any discrepancy.

94. Additionally, since 2022, Dollar General has been the subject of eight class-action lawsuits pertaining to pricing accuracy problems.

95. Further, on December 3, 2025, *The Guardian* published an article titled, "How the Dollar-Store Industry Overcharges Cash-Strapped Customers While Promising Low Prices."

96. This article was the subject of significant internal deliberation and discussions within Dollar General.

97. In one example, in a December 2025 email in response to publication of the *Guardian* article, Dollar General's CEO remarked, [redacted] Accurate pricing, the CEO added, [redacted]"

Dollar General internally reports on its failures to update pricing labels

98. Dollar General typically changes prices in its stores on a weekly basis. At Dollar General, in-store employees responsible for implementing price changes are informed of price changes when they receive updated price labels and/or shelf signage, as well as communications and directions from corporate concerning pricing activities. The company sends messages to store teams directing them to take the following actions on the following days each week:

[redacted]

Figure 10

99. The weekly memos Dollar General sends to its stores instruct its staff to remove out-of-date shelf price labels. For example, Dollar General's procedures for removing shelf price labels and promotional signage involve sending stores new labels or signage and providing instruction for stores to remove or cover previously placed labels or signage in connection with the posting of new materials.

100. Relatedly, Dollar General retail stores are supposed to schedule a five-hour "Compliance Tuesday" shift each week. During this shift, Dollar General policies dictate that store employees replace outdated price labels in light of weekly core price changes taking effect. In addition, as described above, Dollar General provides instructions to store employees to remove expiring in-store promotional signs on Saturday evenings in connection with their placement of signs advertising the next week's promotions.

101. For core price changes, employees at Dollar General's retail stores receive and print peel-and-stick labels (also called tags) on perforated sheets, which are organized according to the layout of the stores. During Compliance Tuesday shifts, employees are supposed to walk the store, affixing new labels (or tags) to the shelves containing the relevant items.

102. [redacted]

At that point, consumers will be charged the updated price at the register regardless of whether shelf prices have yet been updated.

103. Core price changes are generally increases rather than decreases, meaning that when a price is changed in the register system but has not yet been updated on the shelf, it usually results in an overcharge. For example, in a 2023 Dollar General [redacted]

104. Dollar General's on-paper policies to update pricing achieve little in practice. Since at least January 5, 2023, employees at Dollar General's corporate headquarters have [redacted].

105. But these statistics reflect only a best-case scenario for Dollar General because they do not track whether the printed labels are actually affixed to shelves. In the above-referenced *Guardian* article, which was sent to Dollar General's CEO and others, a Dollar General employee spotlighted the complaint of a former lead sales associate in Louisiana who "shared that she 'threw away [new price] tags sometimes' to keep herself or colleagues out of trouble."

106. Frequently, Dollar General's internal reporting reflects failures to update pricing labels and switch out old labels. If labels are not even printed, certain prices on shelves will necessarily be incorrect and the prices consumers are charged at the register for those items will usually be higher than those on the shelves. *See supra* Paragraph 103.

107. For example, on August 23, 2023, [redacted]

[redacted]. On or about April 24, 2024, [redacted]. And, likewise, on December 11, 2024, [redacted].

108. On or about July 2, 2025, a Dollar General employee noted that [redacted]

109. On April 29, 2026, [redacted].

110. On or about May 4, 2026, a Dollar General report reflected [redacted].

111. On or about March 24, 2026, a Dollar General employee noted that failing only [redacted]

Despite These Failures, Dollar General Continues to Make False Pricing Statements

112. Dollar General's internal documents reflect the importance of price accuracy to its customers and the problems overcharges at the registers cause them. For example, in a 2023 Dollar General [redacted]

[redacted]

113. Despite Dollar General failing thousands of governmental pricing inspections, and settling numerous legal actions over its inaccurate pricing, Dollar General still regularly internally reports documentation of false pricing, *see supra* Paragraphs 98–111. Dollar General has failed to make sufficient changes to its policies and practices to resolve this problem. This is despite accurate pricing being [redacted], *see supra* Paragraph 97.

114. Based on the facts and violations of law alleged in this Complaint, the FTC has reason to believe that Defendant is violating or is about to violate laws enforced by the Commission because, among other things: it has failed thousands of pricing inspections over the past seven years; in spite of those failures, it continues to fail pricing inspections; the Commission's investigators found mislabeled pricing at Dollar General stores in 2026; and the Company has caused millions of dollars in harm.

VIOLATIONS OF THE FTC ACT

115. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits "unfair or deceptive acts or practices in or affecting commerce."

116. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

COUNT I

Misrepresentations to Consumers Regarding Product Prices

117. In numerous instances in connection with the advertising, marketing, promotion,

offering for sale, or sale of goods in its retail stores, Defendant represents, directly or indirectly, expressly or by implication, that consumers will be charged the advertised price, including in advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices.

118. In fact, in numerous instances in which Defendant has made the representations described in Paragraph 117, consumers are charged more than the advertised price.

119. Therefore, Defendant's representations as described in Paragraph 117, are false or misleading and constitute a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

VIOLATIONS OF THE GRAMM-LEACH-BLILEY ACT

120. Section 521 of the GLB Act, 15 U.S.C. § 6821, became effective on November 12, 1999, and remains in full force and effect. Section 521(a)(2) of the GLB Act, 15 U.S.C. § 6821(a), prohibits any person from "obtain[ing] or attempt[ing] to obtain, or caus[ing] to be disclosed or attempt[ing] to cause to be disclosed to any person, customer information of a financial institution relating to another person . . . by making a false, fictitious, or fraudulent statement or representation to a customer of a financial institution."

121. The GLB Act defines "customer" to mean, "with respect to a financial institution, any person (or authorized representative of a person) to whom the financial institution provides a product or service, including that of acting as a fiduciary." 15 U.S.C. § 6827(1). The GLB Act defines "customer information of a financial institution" as "any information maintained by or for a financial institution which is derived from the relationship between the financial institution and a customer of a financial institution and is identified with the customer." *Id.* § 6827(2). The GLB Act defines a "financial institution" to include "any institution engaged in the business of

providing financial services to customers who maintain a credit, deposit, trust, or other financial account or relationship with the institution." *Id.* § 6827(4)(A).

122. Section 522(a) of the GLB Act, 15 U.S.C. § 6822(a), empowers the FTC to enforce Section 521 of the GLB Act "in the same manner and with the same power and authority as the [FTC] has under the Fair Debt Collection Practices Act [FDCPA] . . . to enforce compliance with such Act." Pursuant to Section 814(a) of the FDCPA, 15 U.S.C. § 1692*l*(a), a violation of the FDCPA is deemed an unfair or deceptive act or practice in violation of the FTC Act. Section 814(a) of the FDCPA further provides that all of the functions and powers of the FTC under the FTC Act are available to the FTC to enforce compliance by any person with the FDCPA, including the power to enforce provisions of the FDCPA in the same manner as if the violation had been a violation of an FTC trade regulation rule. Thus, pursuant to Section 522(a) of the GLB Act, the FTC may enforce Section 521 of the GLB Act in the same manner as if a violation of the GLB Act were a violation of an FTC trade regulation rule.

123. Section 19 of the FTC Act, 15 U.S.C. § 57b, authorizes this Court to grant such relief as the Court finds necessary to redress injury to consumers resulting from Defendant's violations of the GLB Act, including, but not limited, to the rescission or reformation of contracts, and the refund of money or return of property.

COUNT II

Use of False, Fictitious, or Fraudulent Statements to Obtain or Attempt to Obtain, or Cause to Be Disclosed or Attempt to Cause to Be Disclosed, Customer Information of a Financial Institution

124. In numerous instances in connection with the advertising, marketing, promotion, or operation of its retail stores, Defendant has made false, fictitious, or fraudulent statements or

representations to customers of financial institutions to obtain or attempt to obtain, or to cause to be disclosed or attempt to cause to be disclosed to a person, customer information of a financial institution, namely information from their credit and debit cards and checks that contain the customer's bank account information, including by representing, directly or indirectly, expressly or by implication, that consumers will be charged the advertised price, including in advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices.

125. Therefore, Defendant's acts or practices set forth above violate Section 521 of the GLB Act, 15 U.S.C. § 6821.

VIOLATIONS OF ALABAMA LAW

COUNT III

Deceptive Trade Practices

126. The State of Alabama incorporates Paragraphs 2 through 15, Paragraph 17, and Paragraphs 47 through 114 as if they were fully alleged herein.

127. Alabama's Deceptive Trade Practices Act forbids certain "deceptive acts or practices in the conduct of any trade or commerce." Ala. Code § 8-19-5. The term "trade or commerce" "[i]ncludes, but is not limited to, the advertising, buying, offering for sale, sale or distribution or performance of any service or goods, and any other article, commodity, or thing of value wherever situated and shall include any trade or commerce affecting the people of this state." Ala. Code § 8-19-3(8). Defendant's business operations, as described above, constitute trade or commerce under the Deceptive Trade Practices Act. *See id.*

128. The misrepresentations regarding pricing that Defendant makes in connection with the advertising, marketing, and promotion of its products through its paper and digital

advertisements have the capacity, tendency, or effect of deceiving or misleading consumers, and they are therefore deceptive trade practices prohibited by Section 8-19-5(9) of the Code of Alabama, which prohibits "[a]dvertising goods or services with intent not to sell them as advertised."

129. Likewise, the misrepresentations that Defendant makes in-store with regard to the prices of goods offered for sale violate Section 8-19-5(27) of the Code of Alabama, which prohibits "[e]ngaging in any other unconscionable, false, misleading, or deceptive act or practice in the conduct of trade or commerce."

VIOLATIONS OF ARIZONA LAW

COUNT IV

Violations of Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 to -1534

130. The State of Arizona realleges all prior allegations of this Complaint as though fully set forth in Paragraphs 2 through 15, Paragraph 18, and Paragraphs 47 through 114.

131. The conduct described in the preceding paragraphs of this Complaint constitutes deception, deceptive or unfair acts or practices, fraud, false pretenses, false promises, misrepresentations, or concealment, suppression or omission of material facts with intent that others rely on such concealment, suppression or omission, in connection with the sale or advertisement of merchandise in violation of A.R.S. §§ 44-1521 to -1534.

132. Defendant's violations of the Arizona CFA include, but are not limited to, having engaged in deceptive and unfair acts and practices by advertising a certain price for items in advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices on store shelves and then charging consumers a higher price at the point of sale.

133. While engaging in the acts and practices alleged in this Complaint, Defendant knew or should have known that that its conduct was of the nature prohibited by A.R.S. § 44-1522, subjecting itself to enforcement and penalties as provided in A.R.S. § 44-1531(A).

VIOLATIONS OF ARKANSAS LAW

COUNT V

Violations of the Arkansas Deceptive Trade Practices Act

134. Plaintiff State of Arkansas realleges and incorporates by reference the allegations made in Counts I through II, as well as Paragraphs 2 through 15, Paragraph 19, and Paragraphs 47 through 114.

135. The Arkansas Deceptive Trade Practices Act prohibits "knowingly making a false representation as to the characteristics…of goods or services." Ark. Code Ann. § 4-88-107(a)(1).

136. Defendant knowingly made false representations regarding the price of goods in advertisements, circulars, on its website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices.

137. Therefore, Defendant's acts or practices violate Ark. Code Ann. § 4-88-107(a)(1).

138. The Arkansas Deceptive Trade Practices Act prohibits the advertisement of goods or services "with the intent not to sell them as advertised." Ark. Code Ann. § 4-88-107(a)(3).

139. Defendant advertised goods in advertisements, circulars, on its website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices at prices for which it did not intend to sell them.

140. Therefore, Defendant's acts or practices violate Ark. Code Ann. § 4-88-107(a)(3).

141. The Arkansas Deceptive Trade Practices Act prohibits the "act, use, or employment by a person of any deception, fraud, or false pretense" in connection with the

advertisement or sale of goods or services. Ark. Code Ann. § 4-88-108(a)(1).

142. Advertising goods at a price for which one does not intend to sell the goods is the use of deception, fraud, or false pretense in connection with the advertisement of such goods.

143. Defendant advertised goods at a price for which it did not intend to sell the goods.

144. Therefore, Defendant's acts or practices violate Ark. Code Ann. § 4-88-108(a)(1).

145. The Arkansas Deceptive Trade Practices Act prohibits "engaging in any other unconscionable, false, or deceptive act or practice in business, commerce, or trade." Ark. Code Ann. § 4-88-107(a)(10).

146. Defendant's practices relate to business, commerce, or trade.

147. Defendant's advertising practices intentionally promote a deceptive price for goods in advertisements, circulars, on its website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices in order to gain business it might not have had, had consumers known the true price of the goods.

148. Defendant's pricing practices are deceptive and unconscionable in violation of Ark. Code Ann. § 4-88-107(a)(10).

VIOLATIONS OF CALIFORNIA LAW

COUNT VI

Violations of California's FAL, Business and Professions Code section 17500

149. The People of the State of California re-allege and incorporate by reference the allegations in Paragraphs 3 through 13, Paragraph 20, and Paragraphs 47 through 114 in this Complaint.

150. Defendant has engaged in business acts or practices that constitute violations of Business and Professions Code section 17500 *et seq.* by making or disseminating, or causing to

be made or disseminated, false or misleading statements with the intent to induce members of the public to purchase products in retail stores when Defendant knew, or by the exercise of reasonable care should have known, that the statements were false or misleading. Defendant's false or misleading statements include, but are not limited to, its statements, promises, and representations as follows:

151. In connection with the advertising, marketing, promotion, offering for sale, or sale of goods in its retail stores, Defendant represents, directly or indirectly, expressly or by implication, that consumers will be charged the advertised price, including in advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices, when in fact, consumers are unable to purchase the product for the advertised price.

152. Each of these misrepresentations or omissions was material and likely to deceive a reasonable customer or prospective customer.

153. The People of the State of California seek an injunction requiring Defendant to cease the false and misleading advertising practices alleged herein pursuant to Business and Professions Code section 17535.

154. The People of the State of California further seek an appropriate civil penalty under Business and Professions Code section 17536 of up to two thousand five hundred dollars ($2,500) for each violation of Business and Professions Code section 17500.

155. The People of the State of California seek all other relief available under California law, including restitution and such other equitable relief as the court deems just and proper.

COUNT VII

Violations of California's UCL, Business and Professions Code section 17200 *et seq.*

156. The People of the State of California re-allege and incorporate by reference the allegations in Paragraphs 3 through 13, Paragraph 20, Paragraphs 47 through 114, and Paragraphs 149 through 155 of this Complaint.

157. Defendant is a "person" as defined by Business and Professions Code section 17201, which includes "natural persons, corporations, firms, partnerships, joint stock companies, associations and other organizations of persons."

158. Defendant's acts or practices alleged in the Complaint violate California's UCL, Business and Professions Code section 17200, which prohibits any "unlawful, unfair or fraudulent business act[s] or practice[s]." Cal. Bus. & Prof. Code § 17200.

159. Defendant's violations of the UCL include, but are not limited to:

A. Violations of the False Advertising Law, California Business and Professions Code section 17500 as alleged above in Count VI;

B. Violations of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), as alleged in this Complaint in Paragraphs 3-13, and 49 through 125.

C. Violations of Section 521 of the GLB Act, 15 U.S.C. § 6821, as alleged in this Complaint in Paragraphs 3-13, and 49 through 125.

D. Violations of California's Consumers Legal Remedies Act, Cal. Civ. Code section 1750, *et seq.* ("CLRA"):

(1) The CLRA prohibits unfair and deceptive acts and practices undertaken in transactions intended to result in the sale of goods or services to consumers. Cal. Civ. Code § 1770.

(2) Defendant is a "person" under California Civil Code section 1761(c).

(3) Section 1770(a)(9) prohibits "[a]dvertising goods or services with intent not to sell them as advertised."

(4) Defendant violated section 1770(a)(9) when, as described above, it advertised that consumers will be charged the advertised price, including in advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices, when in fact, consumers are unable to purchase the product for the advertised price.

E. Violations of California's Business and Professions Code section 12024.2:

(1) Section 12024.2(a) makes it unlawful for any person, at the time of sale of a commodity, to charge an amount greater than the price that is then advertised, posted, marked, displayed, or quoted for that commodity, or to charge an amount greater than the lowest price posted on the commodity itself or on a shelf tag that corresponds to the commodity. Cal. Bus. & Prof. Code § 12024.2(a)(1)–(2).

(2) Defendant violated section 12024.2 each time, as described above, it charged a consumer at the point of sale an amount greater than the price then advertised, posted, marked, displayed, or quoted for that product, including in advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or on shelf tags.

160. Defendant has engaged in unfair, unlawful, and fraudulent practices, described in this Complaint, by representing to consumers that retail goods were available for an advertised price when consumers were, in fact, charged more than the advertised price for those goods.

161. Section 17203 of the UCL provides that "(a)ny person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction." Cal. Bus. & Prof. Code § 17203. Section 17203 also permits recovery of any "money or property, real or personal" acquired by a violation of the UCL. *Id*.

162. Section 17206, subdivision (a), of the UCL provides that any person violating Section 17200 "shall be liable for a civil penalty not to exceed two thousand five hundred dollars ($2,500) for each violation, which shall be assessed and recovered in a civil action brought in the name of the [P]eople of the State of California …by a county counsel of any county within which a city has a population in excess of 750,000…in any court of competent jurisdiction." Cal. Bus. & Prof. Code § 17206(a). Section 17206(a) thereby authorizes the County Counsel of Los Angeles County, where the City of Los Angeles, located in Los Angeles County, has a population in excess of 750,000, to bring such an action.

163. Under the UCL's Section 17205, these remedies and penalties are "cumulative to each other and to the remedies or penalties available under all other laws of this state." Cal. Bus. & Prof. Code § 17205.

164. The People of the State of California, therefore, are entitled to: an injunctive order requiring Defendant to permanently cease the unlawful, fraudulent and unfair acts or practices alleged herein, including Defendant's false and misleading advertising; restitution to all victims of such acts or practices; civil penalties; and all other remedies available under the law.

VIOLATIONS OF CONNECTICUT LAW

COUNT VIII

Claims and Relief Sought by Connecticut Attorney General

Pursuant to the Connecticut Unfair Trade Practices Act ("CUTPA")

(Deceptive Practices)

165. The Connecticut Attorney General incorporates Paragraphs 2 through 15, Paragraph 21, and Paragraphs 47 through 114 as if they were fully alleged herein.

166. At all times relevant hereto, Defendant has been engaged in trade or commerce in the State of Connecticut pursuant to Conn. Gen. Stat. § 42-110a(4).

167. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of goods in its retail stores, the Defendant represents, directly or indirectly, expressly or by implication, that purchasers will be charged the advertised price, including in advertisements, circulars, on its website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices.

168. In truth and in fact, in numerous instances in which the Defendant has made the representations described in Paragraphs 2-15 and Paragraphs 47-89, consumers are charged more than the advertised price.

169. The Defendant's representations, as described herein, were likely to mislead consumers acting reasonably under the circumstances in that they were led to believe that they would be charged one price for a product when, in fact, they were charged a higher price.

170. The Defendant's advertisements focused heavily on price as material terms of their offers, and the price is a material term of all offers for goods.

171. The Defendant, therefore, engaged in deceptive acts or practices in violation of

CUTPA, Conn. Gen. Stat. § 42-110b(a).

COUNT IX

(Unfair Practices)

172. The Connecticut Attorney General incorporates Paragraphs 2 through 15, Paragraph 21, and Paragraphs 47 through 114 as if they were fully alleged herein.

173. By engaging in the aforesaid acts and practices, the Defendant violated the public policy of the State of Connecticut in one or more of the following ways:

A. Failing to comply with the public policy requiring truth and accuracy in the pricing of consumer commodities, as set forth in Conn. Gen. Stat. §§ 21a-73 to 21a-79b;

B. Violating the public policy of the covenant of good faith and fair dealing; and

C. Violating the public policy against misrepresentations, either affirmatively or through nondisclosure.

174. The Defendant's practices set forth above have caused and are likely to cause substantial and unjustified injury to consumers in that consumers were and are substantially harmed by being required to pay more than the displayed or advertised price for products.

175. The Defendant's acts and practices, as described herein, therefore constitute unfair acts or practices in violation of CUTPA, Conn. Gen. Stat. § 42-110b(a).

VIOLATIONS OF DELAWARE LAW

COUNT X

The Delaware Consumer Fraud Act

176. The State of Delaware, *ex rel.* Kathleen Jennings, Attorney General, incorporates by reference the preceding paragraphs as if fully set forth herein.

177. The Delaware CFA makes any act, use, or employment of a misrepresentation, omission of any material fact, or other certain actions or inactions, in connection with the sale, lease, receipt, or advertisement of merchandise, regardless of whether or not any person had in fact been misled, deceived, or damaged, thereby an unlawful practice in violation of 6 *Del. C.* § 2513(a).

178. The term "Merchandise" under the Delaware CFA includes goods for sale, including those of the type offered and sold by Defendant.

179. Defendant made misrepresentations, omitted material facts, and/or undertook other actions or omissions, in connection with the advertising, marketing, promotion, offering for sale or sale of goods, and pricing of its merchandise in its retail stores. Defendant represented that purchasers would be charged an advertised price yet charged more than the advertised price at the point of sale, as further described in this Complaint.

180. Each misrepresentation, omission of material fact, and/or other action or omission constitutes a separate violation of the Delaware CFA.

181. Defendant knew or should have known that its conduct was in violation of the Delaware CFA.

182. Defendant willfully violated the Delaware CFA.

COUNT XI

The Delaware Deceptive Trade Practices Act

183. The State of Delaware, *ex rel.* Kathleen Jennings, Attorney General, incorporates by reference the preceding paragraphs as if fully set forth herein.

184. The Delaware DTPA defines "person" to mean an individual, corporation, government, or governmental subdivision or agency, statutory trust, business trust, estate, trust, partnership, unincorporated association, 2 or more of any of the foregoing having a joint or

common interest, or any other legal or commercial entity. 6 *Del. C.* § 2531(5).

185. On numerous instances, as further described in this Complaint, Defendant violated the Delaware DTPA in connection with the advertising, marketing, promotion, offering for sale or sale of goods, and pricing of merchandise in its retail stores by:

A. Advertising goods with intent not to sell them as advertised in violation of 6 *Del. C.* § 2532(a)(9);

B. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of, price reductions in violation of 6 *Del. C.* § 2532(a)(11); and

C. Engaging in conduct which similarly created a likelihood of confusion or of misunderstanding in violation of 6 *Del. C.* §2532(a)(12).

186. Each such action and occurrence constitutes a separate violation of the Delaware DTPA.

187. Defendant knew or should have known that its conduct was in violation of the Delaware DTPA.

188. Defendant willfully violated the Delaware DTPA.

VIOLATIONS OF FLORIDA LAW

COUNT XII

Violations of the Florida Deceptive and Unfair Trade Practices Act (FDUTPA)

189. As set forth in Paragraphs 2 through 15, Paragraph 23, and Paragraphs 47 through 114 above, which allegations are incorporated as if set forth here, in the course of Defendant's trade or commerce, Defendant has committed acts and practices that are unfair or deceptive in violation of FDUTPA.

190. Section 501.204(1), Florida Statutes, provides that "unfair or deceptive acts or

practices in the conduct of any trade or commerce are hereby declared unlawful."

191. Section 501.203(8), Florida Statutes, defines "trade or commerce" as "the advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. 'Trade or commerce' shall include the conduct of any trade or commerce, however denominated, including any nonprofit or not-for-profit person or activity."

192. Defendant, in connection with the advertising, marketing, promotion, offering for sale, or sale of goods in its retail stores, represents, directly or indirectly, expressly or by implication, that consumers will be charged the prices set forth in its advertisements, circulars, website, mobile applications, on the products themselves, on signs affixed near products, or on shelf prices.

193. However, on numerous occasions, consumers are not charged the prices reflected in Defendant's numerous marketing tools, but rather prices in excess of the advertised amounts.

194. Defendant's misrepresentations and unfair inducements as set forth above, are false and misleading and constitute a deceptive act or practice in violation of Section 501.204(1), Florida Statutes.

195. Defendant is subject to civil penalties for willful violation of FDUTPA in the amount of Ten Thousand Dollars ($10,000) for each violation under section 501.2075, Florida Statutes, and Fifteen Thousand Dollars ($15,000) for each violation that victimized or attempted to victimize a senior citizen or person who has a disability under Section 501.2077, Florida Statutes. A willful violation occurs when the person knew or should have known that his or her conduct was unfair or deceptive.

196. The above-described acts and practices of Defendant have injured and will likely continue to injure and prejudice the public.

197. The acts and practices of Defendant as set forth herein are misleading or deceptive and likely to mislead consumers acting reasonably; and consumers within the State of Florida and elsewhere were actually misled by the acts and practices of Defendant recited herein.

198. Defendant has willfully engaged in the acts and practices alleged herein when it knew or should have known that such acts and practices were unfair or deceptive or otherwise prohibited by law.

199. Unless Defendant is permanently enjoined from engaging further in the acts and practices complained of herein, Defendant's actions will result in irreparable injury to the public for which there is no adequate remedy at law.

VIOLATIONS OF GEORGIA LAW

COUNT XIII

200. The State of Georgia *ex rel.* Christopher M. Carr incorporates Paragraphs 2 through 15, Paragraph 24, and Paragraphs 47 through 114 as if they were fully alleged herein.

201. In all times relevant to this Complaint, Defendant has engaged in consumer transactions and consumer acts or practices in trade or commerce in part or wholly in the State of Georgia that directly or indirectly affect the people of the State of Georgia.

202. Defendant is using, has used, and/or is about to use deceptive methods, acts, and practices, in connection with the advertising, marketing, promotion, offering for sale, or sale of goods in its retail stores, by, in numerous instances, representing, directly or indirectly, expressly or by implication, that consumers will be charged the advertised price, including in advertisements, circulars, on the company's website and mobile application, on the product

itself, on signs affixed near the product, or in shelf prices.

203. In numerous instances in which Defendant has made the representations described in Paragraph 202, consumers are charged more than the advertised price.

204. Defendant's aforesaid methods, acts, and practices are deceptive and are thus unlawful under the FBPA, including O.C.G.A. § 10-1-393(a), the FBPA's general prohibition against unfair and deceptive practices.

VIOLATIONS OF ILLINOIS LAW

The Illinois Consumer Fraud Act

205. Section 2 of the Illinois Consumer Fraud and Deceptive Business Practices Act ("ILCFA") states, in relevant part:

> Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act" … in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

815 ILCS 505/2.

206. Section 7 of the Consumer Fraud Act provides:

> (a) Whenever the Attorney General has reason to believe that any person is using, has used, or is about to use any method, act or practice declared by the Act to be unlawful, and that proceedings would be in the public interest, he may bring an action in the name of the State against such person to restrain by preliminary or permanent injunction the use of such method, act or practice. The Court, in its discretion, may exercise all powers necessary, including by not limited to: injunction, revocation, forfeiture or suspension of any license, charger, franchise, certificate or other evidence of authority of any person to do business in this State; appointment of a receiver, dissolution of domestic corporations or association suspension or termination of the right of foreign corporation or associations to do business in this State; and restitution.

> (b) In addition to the remedies provided herein, the Attorney General may request and this Court may impose a civil penalty in a sum not to exceed $50,000 against any person found by the Court to have engaged in any method, act or practice declared unlawful under this Act. In the event the court finds the method, act or practice to have been entered into with the intent to defraud, the court has the authority to impose a civil penalty in a sum not to exceed $50,000 per violation.
>
> (c) In addition to any other civil penalty provided in this Section, if a person is found by the court to have engaged in any method, act, or practice declared unlawful under this Act, and the violation was committed against a person 65 years of age or older, the court may impose an additional civil penalty not to exceed $10,000 for each violation.

815 ILCS 505/7.

207. Section 10 of the ILCFA provides, "[i]n any action brought under the provisions of this Act, the Attorney General is entitled to recover costs for the use of this State." 815 ILCS 505/10.

Illinois Uniform Deceptive Trade Practices Act

208. Section 2 of the Illinois Uniform Deceptive Trade Practices Act provides, in relevant part, the following:

> (a) A person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation, the person:
>
> ***
>
> (9) advertises goods or services with intent not to sell them as advertised;
>
> ***
>
> (11) makes false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;

***

(12) engages in any other conduct which similarly creates a likelihood of confusion or misunderstanding.

815 ILCS 510/2(a).

(b) In order to prevail in an action under this Act, a plaintiff need not prove competition between the parties or actual confusion or misunderstanding.

815 ILCS 510/2(b).

COUNT XIV

Violations of The Illinois Consumer Fraud Act

209. The People of the State of Illinois re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

210. In numerous instances in the course of trade or commerce, Defendant engaged in unfair or deceptive acts and practices declared unlawful by Section 2 of the ILCFA with the intent that consumers rely on them.

211. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of goods in its retail stores, Defendant represented, directly or indirectly, expressly or by implication, that purchasers will be charged the advertised price, including in advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or on shelf prices, yet consumers were charged more than the advertised price at the point of sale.

COUNT XV

Violations of the Illinois Uniform Deceptive Trade Practices Act

212. The People of the State of Illinois re-allege and incorporate by reference each and

every allegation set forth in the preceding paragraphs.

213. Defendant has in numerous instances engaged in deceptive trade practices in violation of Section 2 of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/2, by:

A. Advertising goods with intent not to sell them at the advertised price in circulars, in store, and on the Dollar General website and app, in violation of 815 ILCS 510/2(a)(9).

B. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions for goods available for purchase at Dollar General stores in circulars, in store, and on the Dollar General website and app, in violation of 815 ILCS 510/2(a)(11).

C. Creating a likelihood of confusing or misunderstanding by misrepresenting the price of goods available for purchase at Dollar General stores in circulars, in store, and on the Dollar General website and app, in violation of 815 ILCS 510/2(a)(12).

VIOLATIONS OF IOWA LAW

COUNT XVI

The Iowa Consumer Fraud Act

214. Plaintiff State of Iowa re-alleges and incorporates every allegation set forth in the preceding paragraphs.

215. The Iowa Consumer Fraud Act makes unlawful "[t]he act, use or employment by a person of an unfair practice, deception, fraud, false pretense, false promise, or misrepresentation, or the concealment, suppression, or omission of a material fact with intent that

others rely upon the concealment, suppression, or omission, in connection with the lease, sale, or advertisement of any merchandise . . . whether or not a person has in fact been misled, deceived, or damaged." Iowa Code §714.16(2)(a).

216. The Iowa Attorney General is authorized to bring an action against any person who violates the Iowa Consumer Fraud Act for injunctive relief, reimbursement for consumers, disgorgement of all ill-gotten revenues, civil penalties, and attorneys' fees and costs. Iowa Code §§714.16 (7) and (11).

217. Defendant's acts, practices, or omissions as alleged herein have occurred with respect to business done in Iowa and have affected Iowa consumers.

218. Defendant's acts, practices, or omissions as alleged herein are unlawful under the Iowa Consumer Fraud Act. *See* §714.16(2)(a).

VIOLATIONS OF KANSAS LAW

COUNT XVII

219. The State of Kansas hereby repeats and incorporates by reference all other allegations of this complaint.

220. Defendant is a "[s]upplier," as defined by K.S.A. 50-624(l), who engages and/or engaged in "[c]onsumer transaction(s)," as defined by K.S.A. 50-624(c), with Kansas "[c]onsumer(s)," as defined by K.S.A. 50-624(b).

221. The Kansas Consumer Protection Act, K.S.A. 50-626(b)(2), prohibits deceptive acts and practices in connection with a consumer transaction, whether or not any consumer has in fact been misled, wherein the supplier willfully uses or used, in any oral or written representation, an exaggeration, falsehood, innuendo or ambiguity as to a material fact.

222. The Kansas Consumer Protection Act, K.S.A. 50-626(b)(3), also prohibits

deceptive acts and practices in connection with a consumer transaction, whether or not any consumer has in fact been misled, wherein the supplier willfully fails or failed, to state a material fact, or willfully conceals, suppresses, or omits a material fact.

223. Defendant has made the representations described in Paragraph 117 to Kansas consumers, who are then charged more than the advertised price.

224. An advertised price is a material fact in a consumer transaction.

225. Defendant's willful use in representations as described in Paragraph 117, are false or misleading and constitute deceptive acts or practices in violation of the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq*.

VIOLATIONS OF KENTUCKY LAW

COUNT XVIII

Violations of Kentucky Consumer Protection Act (Ky. Rev. Stat. § 367.110, *et seq*.)

226. Plaintiff Commonwealth of Kentucky repeats and re-alleges all other allegations set forth in the preceding paragraphs. The aforementioned acts or practices by Defendant violate the Kentucky Consumer Protection Act, Ky. Rev. Stat. § 367.110 *et seq.*

227. The Kentucky Consumer Protection Act, Ky. Rev. Stat. § 367.170, provides: "Unfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

228. Defendant's unfair or deceptive acts, practices, representations and omissions, as described in this Complaint, include but are not limited to representing, directly or indirectly, expressly or by implication, that purchasers will be charged the advertised price, including in advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices, when in fact in numerous instances,

consumers are charged more than the advertised price.

229. Defendant is or was during all relevant times a "person" conducting "trade" or "commerce" as those terms are defined in Ky. Rev. Stat. §§ 367.110–367.300 of the KYCPA.

230. Defendant engaged in and is engaging in unlawful conduct in the course of trade or commerce within the meaning of Ky. Rev. Stat. § 367.170 that has harmed and is harming the Commonwealth and consumers. The conduct described above has been and is willful within the meaning of Ky. Rev. Stat. § 367.990.

231. The Commonwealth states that the public interest is served by seeking a permanent injunction to restrain the acts and practices described herein. The Commonwealth and its citizens will continue to be harmed unless the acts and practices complained of herein are permanently enjoined pursuant to Ky. Rev. Stat. § 367.190.

232. The Commonwealth seeks restitution and disgorgement pursuant to Ky. Rev. Stat. §§ 367.190–200, Ky. Rev. Stat. § 15.020, and Kentucky Common Law. The Commonwealth seeks a civil penalty of up to $2,000 for each such willful violation, or $10,000 for each such violation directed at a person over 60, pursuant to Ky. Rev. Stat. § 367.990(26)(a)(1)–(2). The Commonwealth is entitled to relief including but not limited to: disgorgement, injunctive relief, restitution, civil penalties, and its costs and attorney's fees pursuant to Ky. Rev. Stat. § 367.110-990, Ky. Rev. Stat. § 15.020, and Kentucky Common Law.

VIOLATIONS OF LOUISIANA LAW

COUNT XIX

Violations of Louisiana Unfair Trade Practices and Consumer Protection Law (La. R.S. 51:1401, *et seq.*) and False Advertising Law (La. R.S. 51:411, *et seq.*)

233. The State of Louisiana reasserts and re-alleges all allegations set forth in this

complaint as if fully incorporated herein.

234. The Attorney General of the State of Louisiana brings action in the public interest of the State of Louisiana to seek permanent injunctive relief, restitution, and civil penalties against Dollar General Corporation pursuant to the Unfair Trade Practices and Consumer Protection Law, La. R.S. 51:1401, *et seq.* ("LUTPA"). The Attorney General has the constitutional and statutory authority to bring this action on behalf of the public pursuant to LUTPA.

235. La. R.S. 51:1405(A) provides: "Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

236. Louisiana False Advertising Law, La. R.S. 51:411 (A) provides:

> No person, with intent to sell or in any way dispose of merchandise, securities, service, or anything directly or indirectly, to the public for sale or distribution, or with intent to increase the consumption, or to induce the public in any manner to enter into any obligation relating thereto, … shall make, publish, disseminate, circulate, or place before the public, or cause directly or indirectly to be made, published, disseminated, circulated, or placed before the public, in this state, in a newspaper or other publication, or in the form of a book, notice, hand-bill, poster, bill, circular, pamphlet, or letter, or radio broadcasts, telecasts, wire, wireless, motion picture, or in any other way, an advertisement of any sort regarding merchandise, securities, service, or anything offered to the public, which advertisement contains any assertion, representation, or statement of fact which is untrue, deceptive, or misleading.

237. Defendant, during the course of their business activities and at all times pertinent to the present litigation, conducted their business in Louisiana and committed unfair or deceptive trade practices as described herein, in violation of the Louisiana Unfair Trade Practices and Consumer Protection Law, La. R.S. 51:1401, *et seq*. and Louisiana False Advertising Law, La. R.S. 51:411, *et seq*. Defendant's acts and practices negatively affect Louisiana consumers, particularly consumers in rural and underserved communities in which Defendant's stores are

located and to which Defendant markets and sells their products.

238. Defendant published, disseminate, circulated, and placed before the public advertisements of their product pricings as alleged herein to Louisiana consumers that were untrue, deceptive, or misleading with the intent to sell merchandise and to increase the consumption of their products in violation of the False Advertising Law, La. R.S. 51:411, *et seq.*

239. Defendant has made representations about product pricings to Louisiana consumers, then charged consumers more than the advertised price.

240. Defendant's misrepresentations, acts, practices, or omissions as described herein are unlawful and constitute an unfair or deceptive act or practice in violation of the Louisiana Unfair Trade Practices and Consumer Protection Law, La. R.S. 51:1401, *et seq.* and the False Advertising Law, La. R.S. 51:411, *et seq.*

241. The State of Louisiana is entitled to and seeks permanent injunctive relief related, but not limited, to the conduct alleged pursuant to La. R.S. 51:1407.

242. The State of Louisiana is further entitled to and seeks civil penalties for each violation of Louisiana law pursuant to La. R.S. 51:1407.

243. The State of Louisiana is entitled to and seeks all additional orders against the Defendant including restitution to Louisiana consumers pursuant to La. R.S. 51:1408, attorney's fees and costs incident to this action together with legal interest until final payment, and all general and other relief the Court finds that justice may require or is otherwise equitable.

244. The State of Louisiana is entitled to and seeks fines not less than five hundred dollars nor more than twenty-five hundred dollars for each offense of false advertising pursuant to La. R.S. 51:411(E).

VIOLATIONS OF MAINE LAW

COUNT XX

Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 205-A to 214

245. Plaintiff State of Maine restates and incorporates the allegations of the foregoing paragraphs.

246. Defendant's conduct as alleged in Counts I and II constitutes deceptive acts or practices in the conduct of trade or commerce in violation of 5 M.R.S.A. § 207.

247. Defendant's violations of 5 M.R.S.A. § 207 resulted in ascertainable loss to Maine consumers for which Defendant is liable pursuant to 5 M.R.S.A. § 209.

248. Defendant's violations of 5 M.R.S.A. § 207 were intentional and are subject to civil penalties of not more than $10,000 for each violation pursuant to 5 M.R.S.A. § 209.

249. Pursuant to 14 M.R.S.A. § 1522(1)(A), Defendant is liable for court costs, reasonable attorneys' fees, and reasonable expert witness fees incurred by the Attorney General in this action.

VIOLATIONS OF MICHIGAN LAW

COUNT XXI

Violations of the Michigan Shopping Reform and Modernization Act, MCL 445.311 *et seq.* (SRMA) and Michigan Consumer Protection Act, MCL 445.901 *et seq.* (MCPA)

250. Plaintiff People of the State of Michigan incorporates by reference Paragraphs 2 through 15, Paragraph 31, and Paragraphs 47 through 114 as though fully set forth herein.

251. Dollar General engages in trade or commerce by the sale of consumer items to Michigan consumers at Dollar General store locations in Michigan, with 769 stores throughout the State as of the time Defendant issued its 2025 Annual Report & 2026 Proxy Statement (on or

about April 7, 2026).

252. The Shopping Reform and Modernization Act ("SRMA") provides, in relevant part:

> Sec. 5. (1) A person shall not knowingly make, publish, disseminate, circulate, or place before the public an advertisement that contains a statement or representation that is untrue, deceptive, or misleading.
>
> (2) A failure to sell goods, merchandise, or commodities in the manner advertised, or a refusal to sell at the price at which they are advertised or in accordance with other terms and conditions of the advertisement, creates a rebuttable presumption of an intent to violate this act.
>
> (3) For purposes of this section, the extent to which an advertising fails to reveal facts that are material in light of the representations made or suggested in a positive manner shall be considered in determining whether the advertising is deceptive or misleading.
>
> [MCL 445.315(1),(2),(3)]
>
> ***
>
> Section 2 (b) "Advertising" or "advertisement" means a communication or representation that is disseminated in any manner by any means for the purpose of inducing, or that is likely to induce, directly or indirectly, the purchase of a consumer item, good, merchandise, or commodity.
>
> [MCL 445.312(b)]
>
> ***
>
> Section 8. (1) A person shall not knowingly charge or attempt to charge for a consumer item that is subject to section 7 a retail sale price that is higher than the price displayed for that item.
>
> ***
>
> (3) It is prima facie evidence of a violation of this section if a price a person charges or attempts to charge for a consumer item that is subject to section 7 is established by electronic identification or calculation by an automatic checkout system and that price exceeds the price displayed for that item.
>
> [MCL 445.318(1),(3)]

***

253. Dollar General has and continues to charge Michigan consumers more than the advertised display price of items placed for sale in its Michigan stores, whether by shelf tag,

affixed to the item, in-store signage, and/or digital advertising, on numerous occasions. [redacted].

254. Dollar General's pricing overcharge conduct is persistent and knowing.

255. [redacted].

256. Numerous additional complaints of Dollar General overcharges or attempted overcharges have been made to the Michigan Attorney General, FTC, and elsewhere by Michigan consumers, including complaints of Dollar General failing to honor the advertised price shown on its mobile app and print circulars. It has also failed to honor prices reasonably suggested to consumers by its coupons.

257. Dollar General, by the pricing conduct alleged herein, is in violation of sections 5 and 8 of the SRMA, MCL 445.315, MCL 445.318.

258. For knowing violations of the SRMA, Dollar General is liable for a civil fine of not more than $1,000.00 for the first violation and not more than $5,000.00 for the second and any subsequent violation. MCL 445.320(5).

259. Dollar General, by the pricing conduct alleged herein, is also engaged in unfair or deceptive acts or practices in the conduct of trade or commerce in violation of Section 3 of the

MCPA including, without limitation:

> (c) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he or she does not have.
>
> * * *
>
> (i) Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions
>
> * * *
>
> (n) Causing a probability of confusion or of misunderstanding as to the legal rights, obligations, or remedies of a party to a transaction.
>
> * * *
>
> (bb) Making a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is.
>
> [MCL 445.903(1) (c),(i),(n), (bb)]

VIOLATIONS OF MINNESOTA LAW

COUNT XXII

Violations of Minnesota's Prevention of Consumer Fraud Act ("MCFA")
Minn. Stat. § 325F.69, *et seq.*

260. The Minnesota Attorney General incorporates paragraphs 2 through 15, 32, and 47 through 114 as if fully set forth herein and further alleges as follows:

261. The Minnesota Prevention of Consumer Fraud Act ("MCFA"), Minn. Stat. § 325F.69, subd. 1, provides:

> The act, use, or employment by any person of any fraud, unfair or unconscionable practice, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoinable as provided in section 325F.70.

262. Defendant is a "person" under the MCFA, which is defined to include domestic and foreign corporations, companies, business entities, and any "agent, employee, salesperson, partner, officer, director, member, stockholder, associate, trustee, or cestui que trust thereof." Minn. Stat. § 325F.68, subd. 3.

263. The products Defendant advertises, markets, offers to sell, and has sold to consumers are "merchandise" under the MCFA, which is defined to include "objects, wares, [and] goods." Minn. Stat. § 325F.68, subd. 2.

264. Defendant has repeatedly violated and continues to violate the MCFA by engaging in the fraudulent and deceptive practices described herein. This conduct includes that in numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of goods in its retail stores in Minnesota, Defendant deceptively represented, directly or indirectly, expressly or by implication, that purchasers will be charged the advertised price, including in advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or on shelf prices, yet Minnesota consumers were charged more than the advertised price at the point of sale.

265. The above deceptive practices were and are undertaken by Defendant with the intent that consumers rely thereon in connection with the sale of Defendant's products.

266. Based on the alleged conduct herein, Defendant committed numerous, separate and independent violations of the MCFA through each and every deceptive, false, or misleading representation, including to the public and Minnesota consumers.

COUNT XXIII

Violations of Minnesota's Uniform Deceptive Trade Practices Act ("MDTPA")
Minn. Stat. § 325D.44, *et seq.*

267. The Attorney General incorporates by reference paragraphs 2 through 15, 32, and 47 through 114 as if fully set forth herein and further alleges as follows:

268. Minnesota's Uniform Deceptive Trade Practices Act ("MDTPA"), Minn. Stat. §§ 325D.43-.48, provides that a "person engages in a deceptive trade practice" in violation of the MDTPA when "in the course of business, vocation, or occupation," they do any of the following:

> "(5) represent[] that goods or services have … characteristics, ingredients, uses, [or] benefits … that they do not have,"
>
> "(9) advertise[] goods or services with intent not to sell them as advertised,"
>
> "(11) make[] false or misleading statements of fact concerning the . . . existence of, or amounts of price reductions;" or
>
> "(14) engage[] in any other conduct which similarly creates a likelihood of confusion or of misunderstanding."

Minn. Stat. §§ 325D.44, subds. 1(5), (9), (11), (14).

269. Defendant is a "person" within the meaning of § 325D.44, which includes corporate entities. *See* Minn. Stat. § 645.44, subd. 7 (defining "person" generally).

270. Defendant is subject to the MDTPA because it engages in a "course of business" by, among other things, advertising and selling products in Minnesota pursuant to § 325D.44, subd. 1.

271. Defendant, through its misrepresentations and deceptive advertising and pricing practices directed at consumers within Minnesota as described herein, has repeatedly violated and continue to violate the MDTPA. This deceptive conduct includes that in numerous instances

in connection with the advertising, marketing, promotion, offering for sale, or sale of goods in its retail stores in Minnesota, Defendant deceptively represented, directly or indirectly, expressly or by implication, that purchasers will be charged the advertised price, including in advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or on shelf prices, yet Minnesota consumers were charged more than the advertised price at the point of sale.

272. Based on the alleged conduct herein, Defendant committed numerous, separate and independent violations of the MDTPA through each and every deceptive, false, or misleading representation, including to the public and Minnesota consumers.

VIOLATIONS OF MISSISSIPPI LAW

COUNT XXIV

Violations of the Mississippi Consumer Protection Act ("MCPA")

MISS CODE ANN. § 75-24-1, *et seq.*

273. Plaintiff, the State of Mississippi, incorporates by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

274. Defendant engaged in unfair methods of competition affecting commerce and engaged in unfair or deceptive trade practices in or affecting commerce in violation of Miss. Code Ann. § 75-24-5(1). Defendant engaged in the following specific unfair or deceptive trade practice(s) in or affecting commerce in violation of Miss. Code Ann. § 75-24-5(2):

(i) Advertising goods or services with intent not to sell them as advertised; and;

(k) Misrepresentations of fact concerning the reasons for, existence of, or amounts of price reductions.

275. Defendant committed a separate and independent violation of the MCPA through each and every unfair, deceptive, false or misleading representation. The State of Mississippi seeks injunctive relief pursuant to Miss. Code Ann. §75-24-9, restitution pursuant to Miss. Code Ann. §75-24-11, civil penalties pursuant to Miss. Code Ann. §75-24-19, and any and all other relief allowable by law, because Defendant knowingly and willfully used unfair or deceptive trade practices, methods or acts prohibited by Miss. Code Ann. § 75-24-5.

VIOLATIONS OF NEBRASKA LAW

COUNT XXV

276. Plaintiff Nebraska re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

277. The Nebraska Uniform Deceptive Trade Practices Act ("NE UDTPA") specifies multiple acts or practices which, when conducted in the course of business, constitute deceptive trade practices, including but not limited to:

a. "Advertises goods or services with intent not to sell them as advertised or advertises the price in any manner calculated or tending to mislead or in any way deceive a person" in violation of Neb. Rev. Stat. § 87-302(a)(10).

b. "Makes false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions" in violation of Neb. Rev. Stat. § 87-302(a)(12).

c. "Uses any scheme or device to defraud by means of: (i) [o]btaining money or property by knowingly false or fraudulent pretenses, representations, or promises" in violation of Neb. Rev. Stat. § 87-302(a)(16).

278. The Attorney General is authorized to bring an action against any person who

violates NE UDTPA for injunctive relief, restitution for Nebraska consumers, and civil penalties. Neb. Rev. Stat. § 87-303.05 and Neb. Rev. Stat. § 87-303.11.

279. As alleged in the preceding paragraphs, Defendant has engaged in numerous instances of conduct that constitute deceptive trade practices under NE UDTPA, *see* Neb. Rev. Stat. § 87-302(a), including but not limited to: (1) advertising goods with intent not to sell them at the advertised price; (2) making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions for goods available for purchase; and (3) obtaining money or property from customers by knowingly false or fraudulent pretenses, representations, or promises.

280. Defendant's deceptive trade practices have affected the people of the State of Nebraska.

281. Each instance of a deceptive act or practice as alleged herein constitutes a separate violation of the NE UDTPA for which the Court should order up to $2,000 civil penalty per violation under Neb. Rev. Stat. § 87-303.11(1).

282. The Court should award all relief allowable under NE UDTPA against Defendant, including injunctive relief, restitution for Nebraska consumers, and civil penalties for each violation. Neb. Rev. Stat. § 87-303.05 and Neb. Rev. Stat. § 87-303.11.

VIOLATIONS OF NEW JERSEY LAW

COUNT XXVI

Violation of the New Jersey CFA: Unconscionable Commercial Practices, Acts of Deception, Misrepresentations, and/or False Promises

283. Plaintiff the State of New Jersey repeats and realleges the allegations contained in Paragraphs 2 through 15, Paragraph 35, and Paragraphs 47 through 114 above as if set forth

more fully herein.

284. The New Jersey CFA, N.J.S.A. 56:8-2, prohibits:

> The act, use or employment by any person of any commercial practice that is unconscionable or abusive, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby . . . .

285. The New Jersey CFA, N.J.S.A. 56:8-1(c), defines "merchandise" as including "any objects, wares, goods, commodities, services or anything offered, directly or indirectly to the public for sale."

286. At all relevant times in connection with the advertising, marketing, promotion, offering for sale, or sale of merchandise in its New Jersey retail stores, Defendant has engaged in the advertisement and sale of merchandise within the meaning of N.J.S.A. 56:8-1(c).

287. In numerous instances in connection with such course and conduct, Defendant has engaged in the use of unconscionable commercial practices and acts of deception, misrepresentations, and/or false promises by, including, but not limited to, representing, directly or indirectly, expressly or by implication, that purchasers will be charged the advertised price, including in advertisements, circulars, on its website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices, when, in fact, in numerous instances in which Defendant has made these representations, consumers are charged more than the advertised price.

288. Therefore, Defendant's representations as described above are unconscionable commercial practices and acts of deception, misrepresentations, and/or false promises in

violation of N.J.S.A. 56:8-2.

289. Each unconscionable commercial practice, act of deception, misrepresentation, and/or false promise by Defendant constitutes a separate violation of the New Jersey CFA.

VIOLATIONS OF NEW MEXICO LAW

COUNT XXVII

Violations of the New Mexico Unfair Practices Act, NMSA 1978, § 57-12-1, *et seq.*

290. Plaintiff State of New Mexico incorporates Paragraphs 2 through 15, Paragraph 36, and Paragraphs 48 through 114 as if fully set forth herein.

291. The New Mexico UPA prohibits "[u]nfair or deceptive trade practices . . . in the conduct of any trade or commerce." NMSA 1978, § 57-12-3.

292. The New Mexico UPA defines "[u]nfair or deceptive trade practice" as "an act specifically declared unlawful pursuant to the Unfair Practices Act, a false or misleading oral or written statement, visual description or other representation of any kind knowingly made in connection with the sale, lease, rental or loan of goods or services . . . by a person in the regular course of the person's trade or commerce, that may, tends to or does deceive or mislead any person." NMSA 1978, § 57-12-2(D). Such practices specifically include, but are not limited to, "making false or misleading statements of fact concerning the price of goods or services . . . [and] the existence of or amounts of price reduction." NMSA 1978, § 57-12-2(D)(11).

293. The New Mexico UPA defines "trade" or "commerce" to include "the advertising, offering for sale, or distribution of any services and any property and any other article, commodity, or thing of value, including any trade or commerce directly or indirectly affecting the people of this state." NMSA 1978, § 57-12-2(C).

294. By engaging in the conduct described above, Defendant has repeatedly violated

the New Mexico UPA. Such violations include, but are not limited to, each instance in which Defendant made a false or misleading statement of fact concerning the price of the goods or services it sold and each instance in which Defendant made a false or misleading statement of fact concerning the existence or amount of a price reduction it offered.

295. As evidenced by the conduct described above, Defendant's violations of the New Mexico UPA were willful.

296. Plaintiff State of New Mexico seeks the full measure of relief afforded by law or equity, to include declaratory and injunctive relief, restitution, disgorgement, and civil penalties of up to $5,000 for each violation of the New Mexico UPA. *See* NMSA 1978, §§ 57-12-8, 57-12-11.

VIOLATIONS OF NORTH CAROLINA LAW

COUNT XXVIII

Claims and Relief Sought by North Carolina Attorney General

Pursuant to the North Carolina Unfair or Deceptive Trade Practices Act

297. The North Carolina Attorney General incorporates Paragraphs 2 through 15, Paragraph 37, and Paragraphs 47 through 114 as if they are fully alleged herein.

298. At all relevant times, Defendant has been engaged in business in or affecting commerce in the State of North Carolina and is subject to the North Carolina Unfair or Deceptive Trade Practices Act, N.C.G.S. §§ 75-1.1 *et seq.*

299. Defendant, in connection with the advertising, marketing, promotion, offering for sale, or sale of goods in its retail stores in North Carolina, engaged in unfair or deceptive trade practices or acts in or affecting commerce in North Carolina, in violation of § 75-1.1 of the North Carolina Unfair or Deceptive Trade Practices Act.

300. Defendant's unfair or deceptive acts, practices, representations and omissions, as described in this complaint, include but are not limited to, representing, directly or indirectly, expressly or by implication, that purchasers will be charged the advertised price, including in advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices, when in fact in numerous instances, consumers are charged more than the advertised price.

301. Defendant has knowingly perpetrated the above alleged acts, practices, representations, and omissions upon consumers.

302. Pursuant to § 75-14 of the North Carolina Unfair or Deceptive Trade Practices Act, Defendant should be ordered to cease and desist from engaging in its unfair or deceptive trade practices.

303. Pursuant to § 75-15.1 of the North Carolina Unfair or Deceptive Trade Practices Act, Defendant should be ordered to cancel all contracts Defendant wrongfully obtained because of Defendant's violations of the North Carolina Unfair or Deceptive Trade Practices Act, restore all moneys that Defendant wrongfully collected because of Defendant's violations of the North Carolina Unfair or Deceptive Trade Practices Act, and disgorge all amounts Defendant has received, or in the future receives, in connection with Defendant's violations of the North Carolina Unfair or Deceptive Trade Practices Act.

304. Pursuant to § 75-15.2 of the North Carolina Unfair or Deceptive Trade Practices Act, Defendant should be ordered to pay civil penalties in an amount of up to $5,000 for each knowing violation of a statute, including but not limited to N.C. Gen. Stat. § 75-1.1, where Defendant violated N.C. Gen. Stat. § 75-1.1.

305. Pursuant to § 75-16.1 of the North Carolina Unfair or Deceptive Trade Practices

Act, Defendant should be ordered to pay Plaintiff State of North Carolina its costs, including reasonable attorneys' fees, incurred by the investigation and litigation of this action.

VIOLATIONS OF OHIO LAW

COUNT XXIX

Violations of Ohio's Consumer Sales Practices Act

306. Plaintiff Ohio re-alleges and incorporates every allegation set forth in all other paragraphs.

307. The Ohio Consumer Sales Practices Act ("Ohio CSPA"), O.R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm. Code 109:4-3-01 *et seq.*, specify that certain acts or practices by a supplier constitute an unfair or deceptive act or practice when made as a part of a consumer transaction.

308. Defendant is a "supplier" as defined in the Ohio CSPA, O.R.C. 1345.01(C), because Defendant engages in the business of effecting or soliciting "consumer transactions" by selling goods to "consumers" for purposes that are primarily personal, family, or household, as defined in O.R.C. 1345.01(A) and (D).

309. It is an unfair or deceptive act or practice in violation of the Ohio CSPA, O.R.C. 1345.02(A) and 1345.02(B)(8), for a supplier to represent that a specific price advantage exists if it does not.

310. It is an unfair or deceptive act or practice in violation of the Ohio CSPA, O.R.C. 1345.02, and its Substantive Rules, Ohio Adm. Code 109:4-3-03, for a supplier to make an offer of sale of any goods when such offer is not a bona fide effort to sell such goods.

311. As set forth above, Defendant represents, directly or indirectly, expressly or by implication, that Ohio consumers will be charged the advertised price, including in

advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices.

312. Defendant regularly charges Ohio consumers more than the advertised price.

313. Defendant's unfair or deceptive acts or practices have affected and continue to affect the people of the State of Ohio.

314. The Ohio Attorney General is authorized to bring a lawsuit against a supplier to obtain a declaratory judgment, injunctive relief, restitution for consumers, civil penalties up to $25,000 per violation, and other relief. O.R.C. 1345.07.

315. The Ohio Attorney General is authorized to recover a civil penalty if a supplier commits an Ohio CSPA violation that violates a rule previously promulgated pursuant to O.R.C. 1345.05(B)(2) or that was committed after a court decision declaring that act a CSPA violation was made available for public inspection pursuant to O.R.C. 1345.05(A)(3).

316. Each instance of an unfair or deceptive act or practice alleged herein constitutes a separate violation of the Ohio CSPA.

VIOLATIONS OF OKLAHOMA STATE LAW

COUNT XXX

(False Representations)

317. The Oklahoma Attorney General incorporates Paragraphs 2 through 15, Paragraph 39, and Paragraphs 47 through 114 as if they were fully alleged herein.

318. Defendant's practices, as set forth above, constitute false representations made in the course of Defendant's business regarding the characteristics, uses, and benefits of the subject consumer transactions; the advertising, knowing or with reason to know, that the subject of the consumer transaction with intent not to sell it as advertised; and false or misleading statements of fact, knowingly or with reason to know, concerning the price of the subject of a consumer

transaction that violate the Oklahoma Consumer Protection Act, Okla. Stat. tit. 15, § 753(5), (9) and (12).

319. The consumer goods that Defendant advertised, offered for sale, and sold, as set forth above, are the subject of consumer transactions pursuant to Okla. Stat. tit. 15, § 752(2) because the goods were advertised, offered for sale, and sold for purposes that are personal, household and/or business-oriented.

320. Defendant is a person within the meaning of the Oklahoma Consumer Protection Act pursuant to Okla. Stat. tit. 15, § 752 because it is a corporation, incorporated association, or other legal entity.

321. These false representations by Defendant include representations, directly or indirectly, expressly or by implication that Dollar General consumers will be charged the advertised price, including in advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices, but the company has routinely charged customers more than these advertised prices.

COUNT XXXI

(Unfair Trade Practices)

322. The Oklahoma Attorney General incorporates Paragraphs 2 through 15, Paragraph 39, and Paragraphs 47 through 114 as if they were fully alleged herein.

323. Defendant's practices, as set forth above, constitute unfair trade practices made in the course of Defendant's business that violate the Oklahoma Consumer Protection Act, Okla. Stat. tit. 15, § 753(21).

324. Defendant's practices, as set forth above, constitute unfair trade practices because such practices offend established public policy or are immoral, unethical, oppressive,

unscrupulous, or substantially injurious to consumers, Okla. Stat. tit. 15, § 752(14).

325. Defendant's practices set forth above are immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers, as consumers were harmed each time they were or are misled into overpaying for the Defendant's goods.

COUNT XXXII

(Deceptive Trade Practices)

326. The Oklahoma Attorney General incorporates Paragraphs 2 through 15, Paragraph 39, and Paragraphs 47 through 114 as if they were fully alleged herein.

327. Defendant's practices, as set forth above, constitute deceptive trade practices made in the course of Defendant's business that violate the Oklahoma Consumer Protection Act, Okla. Stat. tit. 15, § 753(21).

328. Defendant's practices, as set forth above, constitute deceptive trade practices because Defendant's practices misrepresented, omitted, deceived, or could reasonably be expected to deceive or mislead a person to their detriment into overpaying for the Defendant's goods.

VIOLATIONS OF OREGON LAW

COUNT XXXIII

Violations of Oregon Unlawful Trade Practices Act

ORS 646.605 – 646.656

329. The Oregon Unlawful Trade Practices Act prohibits any person or entity from engaging in unlawful trade practices in the course of its business by making false or misleading representations of fact concerning the offering price of, or the person's cost for, goods or services. ORS 646.608(1)(s).

330. Defendant violated ORS 646.608(1)(s) by misrepresenting the offering price of goods at its stores in Oregon, including without limitation in advertisements, circulars, on Defendant's website and mobile application, on the product itself, on signs affixed near the product, and in shelf prices. In numerous instances, Defendant charged Oregon consumers more than the advertised price.

331. Defendant's conduct was willful in that it knew, or should have known, that its conduct violated one or more provisions of the Unlawful Trade Practices Act.

332. Defendant was served with a notice that identified the alleged unlawful conduct and the relief the State of Oregon would seek. Defendant did not execute and deliver a satisfactory assurance of voluntary compliance as provided in ORS 646.632(2).

VIOLATIONS OF RHODE ISLAND LAW

COUNT XXXIV

Violations of the Rhode Island Deceptive Trade Practices Act,

R.I. Gen. Laws §§ 6-13.1-1, *et seq.*

333. The allegations contained in Paragraphs 2 through 15, Paragraph 41, and Paragraphs 47 through 114, are adopted and incorporated as if fully set forth herein.

334. The Rhode Island Deceptive Trade Practices Act ("RI DTPA"), R.I. Gen. Laws §§ 6-13.1-1 *et seq*., prohibits engaging in unfair or deceptive acts or practices.

335. When there is reason to believe that any person is violating or has engaged in unfair methods of competition or unfair or deceptive trade practices, and where an action would be in the public interest, the Rhode Island Attorney General has authority to bring an action in the name of the state for injunctive, monetary, and other appropriate relief under R.I. Gen. Laws § 6-13.1-5.

336. Defendant engaged in unfair or deceptive acts or practices in the conduct of trade or commerce in violation of the RI DTPA, R.I. Gen. Laws §§ 6-13.1 *et seq.*, each time that it:

A. Charged consumers more than the advertised price;

B. Charged consumers more than the price on the shelf label; and

C. Charged consumers more than the stickered price.

337. Defendant's deceptive acts or practices took place in the conduct of trade or commerce in Rhode Island.

338. Defendant's misleading and false representations and omissions were material to Rhode Island consumers' decisions to purchase Defendant's goods.

339. Defendant's misleading and false representations and omissions caused a likelihood of confusion or misunderstanding about how much Rhode Island consumers would be charged for their goods.

340. Each instance of the deceptive acts or practices alleged herein constitutes a separate violation of the RI DTPA.

341. Defendant's unlawful acts or practices caused financial and other harm to Rhode Island consumers. Accordingly, this action is in the public interest.

342. The RI DTPA provides for injunctive relief, civil penalties up to $10,000 per violation, restitution and other damages, and appointment of a receiver if necessary to restore to any person monies or property that may have been acquired by means of a practice that violates the RI DTPA. R.I. Gen. Laws § 6-13.1-5.

VIOLATIONS OF SOUTH CAROLINA LAW

COUNT XXXV

343. Defendant's acts and practices as alleged herein (advertising a certain price for items in advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices on store shelves and then charging consumers a higher price at the point of sale) constitute deceptive acts or practices in violation of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10 *et seq.*

344. Defendant's acts and practices as alleged herein occurred in the conduct of trade and/or commerce.

345. Defendant's acts and practices as alleged herein are capable of repetition and affect the public interest.

346. By engaging in the acts and practices alleged herein, Defendant made or caused to be made to South Carolina consumers, directly or indirectly, explicitly or by implication, misrepresentations that, reasonably interpreted, are material, false, and have a tendency to deceive.

347. At the time it made or disseminated its false or misleading statements or caused those statements to be made or disseminated, Defendant knew or should have known that the statements were false or misleading and had a tendency to deceive the public.

348. Every deceptive act by the Defendant constitutes a separate and distinct violation of S.C. Code § 39-5-20.

349. Defendant's acts and practices as alleged herein are willful under S.C. Code § 39-5-110, subjecting the Defendant to a civil penalty of up to $5,000 per violation of S.C. Code Ann. § 39-5-20.

VIOLATIONS OF SOUTH DAKOTA LAW

COUNT XXXVI

350. Plaintiff the State of South Dakota re-alleges and incorporates every allegation set forth in all other paragraphs.

351. SDCL 37-24-6(1) specifies that it is a deceptive act or practice for any person to "knowingly act, use, or employ any deceptive act or practice, fraud, false pretense, false promises, or misrepresentation or to conceal, suppress, or omit any material fact in connection with the sale or advertisement of any merchandise[.]"

352. Defendant sold "merchandise" as defined in SDCL 37-24-1(7) because it sold items that are an "object, wares, goods, commodity, intangible, instruction, or service[.]"

353. It is an unfair or deceptive act or practice in violation of SDCL 37-24-6(1), for any person to represent, directly or indirectly, expressly or by implication, that South Dakota consumers will be charged an advertised price, including in advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices, but then charge a different price at the register.

354. As set forth above, Defendant represents, directly or indirectly, expressly or by implication, that South Dakota consumers will be charged the advertised price, including in advertisements, circulars, on the company's website and mobile application, on the product itself, on signs affixed near the product, or in shelf prices.

355. But at the register, Defendant regularly charges South Dakota consumers more than the advertised price.

356. Defendant's deceptive acts and practices have affected and continue to affect the people of the State of South Dakota.

357. The South Dakota Attorney General is authorized to bring a lawsuit in the name of the State and in the public interest to obtain a declaratory judgment and injunctive relief under SDCL 37-24-23. The South Dakota Attorney General may seek restitution and other equitable relief under SDCL 37-24-29 and civil penalties of up to $2,000 per intentional violation under SDCL 37-24-27. The South Dakota Attorney General may also seek attorney's fees under SDCL 37-24-23.

358. Each instance of a deceptive act or practice alleged herein constitutes a separate violation of the South Dakota Deceptive Trade Practices and Consumer Protection Act.

VIOLATIONS OF TENNESSEE LAW

COUNT XXXVII

Violations of the Tennessee Consumer Protection Act,

Tenn. Code Ann. §§ 47-18-101, *et seq.*

359. The Tennessee Consumer Protection Act, Tenn. Code Ann. §§ 47-18-101, *et seq.* ("TCPA") declares unlawful "unfair or deceptive acts or practices affecting the conduct of any trade or commerce." Tenn. Code Ann. § 47-18-104.

360. The TCPA "shall be interpreted and construed consistently with the interpretations given by the Federal Trade Commission and the federal courts pursuant to § 5(A)(1) of the Federal Trade Commission Act, codified in 15 U.S.C. § 45(a)(1)." Tenn. Code Ann. § 47-18-115.

361. Therefore, Defendant's representations alleged in Count I above, which constitute deceptive acts or practices under Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), likewise constitute deceptive acts or practices in violation of Tenn. Code Ann. § 47-18-104.

362. Defendant engaged in deceptive acts and practices by systematically charging

prices at the register higher than prices advertised, by maintaining a point-of-sale system that applied price increases at the register regardless of whether shelf price labels had been updated, and by creating the deceptive impression that consumers could rely on the prices displayed in its circulars, store shelves and signage, and in its website and mobile application, in violation of Tenn. Code Ann. § 47-18-104(a), (b)(9), (11), (21) & (27).

VIOLATIONS OF UTAH LAW

363. Section 4(1) of the Utah CSPA, Utah Code § 13-11-4(1), prohibits suppliers from engaging in "deceptive act[s] or practice[s] in connection with a consumer transaction . . . whether the deceptive act occurs before, during, or after the transaction."

364. Under the Utah CSPA, a "supplier" includes "a seller, . . . offeror, . . . or other person who regularly solicits, engages in, or enforces consumer transactions, whether or not the person deals directly with the consumer." *Id.* § 13-11-3(5).

365. The Utah CSPA defines a "consumer transaction" to include "a sale . . . or other written or oral transfer or disposition of goods, services, or other property, both tangible and intangible . . . to, or apparently to, a person for . . . primarily personal, family, or household purposes." *Id.* § 13-11-3(2)(a).

366. As described in this Complaint, Defendant offers and sells goods to consumers for their personal, family, or household use in the State of Utah.

COUNT XXXVIII

Deceptive Acts and Practices in Connection with Consumer Transactions

367. By engaging in the practices alleged in Paragraphs 3 through 15 and Paragraphs 47 through 114 of this Complaint, Defendant has committed deceptive acts and practices, including by making or causing (whether directly or indirectly, explicitly or by implication) misrepresentations or omissions of material fact to Utah consumers in connection with their

transactions at Dollar General stores.

368. Specifically, Defendant has repeatedly misrepresented the prices of goods offered for sale in its advertisements, circulars, website, mobile application, product labels, store signage, and shelf prices. Consumers are offered goods for purchase at the advertised price but are often charged more than the advertised price at checkout. Defendant routinely refuses to honor the advertised or listed prices.

369. By engaging in such deceptive acts and practices, Dollar General has violated the Utah CSPA and Administrative Rules enacted pursuant thereto. Utah Code § 13-11-4; Utah Admin. Code R152-11-201.

370. Section 17(1)(e) of the Utah CSPA, Utah Code § 13-11-17(1)(e), authorizes this Court to impose fines for violations of the Utah CSPA.

VIOLATIONS OF THE WISCONSIN DECEPTIVE TRADE PRACTICES ACT

371. Wisconsin's Deceptive Trade Practices Act, Wis. Stat. § 100.18(1), generally prohibits untrue, deceptive, or misleading representations. Specifically, as related to this action, Wis. Stat. § 100.18(1) provides that no person may, for the purpose of increasing the consumption of merchandise or services, make, publish, disseminate, circulate, or place before the public, or cause directly or indirectly to be made, published, disseminated, circulated, or placed before the public, any statement or representation that is untrue, deceptive, or misleading.

COUNT XXXIX

Wisconsin Deceptive Trade Practices Act, Wis. Stat. § 100.18(1)

372. By engaging in the practices alleged in Paragraphs 3 through 15 and Paragraphs 47 through 114 of this Complaint, Defendant committed deceptive acts or practices, including by making or causing (whether directly or indirectly, explicitly or by implication)

misrepresentations to Wisconsin consumers about the price of the goods sold by Defendant. Each misrepresentation is a separate violation of Wis. Stat. § 100.18(1).

373. By engaging in such deceptive acts and practices, Defendant has violated the Wisconsin Deceptive Trade Practices Act, Wis. Stat. § 100.18(1), and Plaintiff State of Wisconsin is entitled to relief including a permanent injunction, restitution, civil forfeitures, consumer protection surcharges, supplemental forfeitures, and attorneys' fees, expenses, and costs. Wis. Stat. §§ 100.18(11)(d), 100.26(4), 100.261, 100.263, and 100.264.

VIOLATIONS OF THE WISCONSIN WEIGHTS AND MEASURES LAW

374. Under Wis. Stat. § 98.26(1)(c), no person may represent in any manner a false price in connection with the sale, offering to sell, or advertising of any commodity, thing, or service.

375. Under Wis. Stat. § 98.08(2), any person who sells a commodity or thing and uses an electronic scanner to record the price of that commodity or thing at the point-of-sale must display, in a conspicuous manner, a sign stating the requirements of subsection (1) of the statute. Wisconsin Stat. § 98.08(1) requires refunding the difference between an item's posted or advertised price and a higher price charged at the time of the sale due to the price recorded by an electronic scanner.

376. Pursuant to Wis. Stat. § 98.26(1), any person who violates Wis. Stat. § 98.26(1)(c) or any other provision of Wis. Stat. ch. 98 is subject to a civil forfeiture of not less than $10 nor more than $500 for the first offense and not less than $200 nor more than $1,000 for a subsequent offense.

COUNT XL

Wisconsin Weights and Measures Law, Wis. Stat. § 98.26(1)(c)

377. Between January 19, 2026 and February 26, 2026, the Wisconsin Department of Agriculture, Trade and Consumer Protection's Bureau of Weights and Measures, along with municipal weights and measures programs, conducted a state survey of 279 Dollar General stores located in Wisconsin. During that survey, 290 products were electronically scanned at a price higher than the price advertised.

378. Each item that was electronically scanned at the point-of-sale that recorded a higher price than the item's posted or advertised price constitutes a separate violation of Wis. Stat. § 98.26(1)(c).

COUNT XLI

Wisconsin Weights and Measures Law, Wis. Stat. § 98.08(2)

379. Between January 19, 2026 and February 26, 2026, the Wisconsin Department of Agriculture, Trade and Consumer Protection's Bureau of Weights and Measures, along with municipal weights and measures programs, conducted a state survey of 279 Dollar General stores located in Wisconsin. During the initial inspection, 35 stores did not have the refund signage posted. During the second inspection, 10 stores did not have the refund signage posted.

380. Each store that did not display in a conspicuous manner a sign explaining a purchaser's right to receive a refund of the difference between the higher price charged by the electronic scanner and the lower price posted or advertised constitutes a separate violation of Wis. Stat. § 98.26(1)(f).

CONSUMER INJURY

381. Consumers are suffering, have suffered, and will continue to suffer substantial

injury as a result of Defendant's violations of the FTC Act, the GLB Act, the Alabama Deceptive Trade Practices Act, the Arizona Consumer Fraud Act, the Arkansas Deceptive Trade Practices Act, California's Unfair Competition Law and False Advertising Law, the Connecticut Unfair Trade Practices Act, the Delaware Consumer Fraud Act, the Delaware Deceptive Trade Practices Act, the Florida Deceptive and Unfair Trade Practices Act, the Georgia Fair Business Practices Act, the Illinois Consumer Fraud Act, the Illinois Uniform Deceptive Trade Practices Act, the Iowa Consumer Fraud Act, the Kansas Consumer Protection Act, the Kentucky Consumer Protection Act, the Louisiana Unfair Trade Practices and Consumer Protection Law, the Maine Unfair Trade Practices Act, the Michigan Shopping Reform and Modernization Act and Michigan Consumer Protection Act, Minnesota's Prevention of Consumer Fraud Act and Uniform Deceptive Trade Practices Act, the Mississippi Consumer Protection Act, the Nebraska Uniform Deceptive Trade Practices Act, the New Jersey Consumer Fraud Act, the New Mexico Unfair Practices Act, the North Carolina Unfair or Deceptive Trade Practices Act, the Ohio Consumer Sales Practices Act, the Oklahoma Consumer Protection Act, the Oregon Unlawful Trade Practices Act, the Rhode Island Deceptive Trade Practices Act, the South Carolina Unfair Trade Practices Act, the South Dakota Deceptive Trade Practices and Consumer Protection Act, the Tennessee Consumer Protection Act, the Utah Consumer Sales Practices Act, the Wisconsin Deceptive Trade Practices Act, and the Wisconsin Weights and Measures Law. Absent injunctive relief by this Court, Defendant is likely to continue to injure consumers and harm the public interest.

PRAYER FOR RELIEF

Wherefore, the Plaintiffs request that the Court:

A. Enter a permanent injunction to prevent future violations of the FTC Act, the

GLB Act, the Alabama Deceptive Trade Practices Act, the Arizona Consumer Fraud Act, the Arkansas Deceptive Trade Practices Act, California's Unfair Competition Law and False Advertising Law, the Connecticut Unfair Trade Practices Act, the Delaware Consumer Fraud Act, the Delaware Deceptive Trade Practices Act, the Florida Deceptive and Unfair Trade Practices Act, the Georgia Fair Business Practices Act, the Illinois Consumer Fraud Act and the Illinois Uniform Deceptive Trade Practices Act, the Iowa Consumer Fraud Act, the Kansas Consumer Protection Act, the Kentucky Consumer Protection Act, the Louisiana Unfair Trade Practices and Consumer Protection Law, the Maine Unfair Trade Practices Act, the Michigan Shopping Reform and Modernization Act and Michigan Consumer Protection Act, the Minnesota Prevention of Consumer Fraud Act and Uniform Deceptive Trade Practices Act, the Mississippi Consumer Protection Act, the Nebraska Uniform Deceptive Trade Practices Act, the New Jersey Consumer Fraud Act, the New Mexico Unfair Practices Act, the North Carolina Unfair or Deceptive Trade Practices Act, the Ohio Consumer Sales Practices Act, the Oklahoma Consumer Protection Act, the Oregon Unlawful Trade Practices Act, the Rhode Island Deceptive Trade Practices Act, the South Carolina Unfair Trade Practices Act, the South Dakota Deceptive Trade Practices and Consumer Protection Act, the Tennessee Consumer Protection Act, the Utah Consumer Sales Practices Act, the Wisconsin Deceptive Trade Practices Act, and the Wisconsin Weights and Measures Law;

B. Award monetary and other relief within the Court's power to grant;

C. Award Plaintiff States civil fines, restitution, disgorgement, forfeitures, or penalties for each violation of their respective state laws, attorneys' fees, and expenses as provided under state law; and

D. Award Plaintiffs the costs of bringing this action, attorneys' fees, and such other and additional relief as the Court may determine to be just and proper.

Dated: November 20, 2026

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