IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

IN RE: DOLLAR GENERAL CORP. MOTOR OIL MARKETING AND SALES PRACTICES LITIGATION	)	**MDL No. 2709**
	)	**Master Case No. 16-02709-MD-W-GAF**
THIS PLEADING RELATES TO:	)	
ALL ACTIONS	)	

STIPULATED PROTECTIVE ORDER

Pursuant to this Court's July 15 Scheduling Order, Doc. 23 at ¶ 19, and under Fed. R. Civ. P. 26(c), and pursuant to the parties' stipulation and agreement, it is hereby ORDERED that the following provisions shall govern the pretrial disclosure and use by the parties of all documents, electronically stored information ("ESI"), testimony, and other information given during the course of discovery that is designated "Confidential" or "Highly Confidential."

1. DEFINITIONS

1.1. Party: any named Plaintiff to this Litigation and/or Defendants Dollar General Corporation, Dolgencorp, LLC, and DG Retail LLC, including all of its officers, directors, and employees, and any other named plaintiff or defendant who may at any point be named as a party to this Litigation, and all of each Party's consultants, retained experts, and outside counsel (and their support staff).

1.2. Disclosure or Discovery Material: all documents, items, or other information, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery in this Litigation.

1.3. "Confidential" Information or Items: information (regardless of how generated, stored or maintained), testimony or tangible things obtained during discovery in this Litigation

that reveals a trade secret, or other confidential research, development, financial, or other non-public information of commercial value, or that otherwise is entitled to protective treatment under Fed. R. Civ. P. 26(c), and personal information that is protected from disclosure by statute, regulation, or otherwise is entitled to protection from public disclosure.

1.4. "Highly Confidential" Information or Items: "Confidential" Information or Items that the Producing Party believes to be of a highly-sensitive commercial nature, the disclosure of which to another Party or non-party could create an elevated risk of competitive or commercial disadvantage.

1.5. Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party in this Litigation.

1.6. Producing Party: a Party or non-party that produces Disclosure or Discovery Material in this Litigation.

1.7. Designating Party: a Party or non-party that designates Disclosure of Discovery Material as "Confidential" or "Highly Confidential."

1.8. Protected Material: any Disclosure or Discovery Material that is designated as "Confidential" or "Highly Confidential."

1.9. Outside Counsel: attorneys, paralegals and other support personnel who are not employees of a Party, but who are retained to represent or advise a Party in this Litigation.

1.10. In House Counsel: attorneys, paralegals and other legal department personnel who are employees of a Party.

1.11. Counsel (without qualifier): Outside Counsel and In House Counsel (as well as their support staffs).

1.12. Expert or Consultant: a person with specialized knowledge or experience in a matter pertinent to the Litigation, including his or her employees and support personnel, and including firms (and their employees) whose normal business includes the provision of support services to expert witnesses, who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Litigation and who is not a past or current employee or

consultant of a Party and who, at the time of retention, is not anticipated to become an employee of a Party. This definition includes without limitation professional jury or trial consultants retained in connection with this litigation.

1.13. Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing, retrieving data in any form or medium) and their employees and subcontractors.

2. USE OF PROTECTED MATERIAL IS LIMITED TO THIS CASE.

No Protected Material may be used by the Receiving Party for any reason other than the prosecution or defense of claims in, or the settlement of, the present Litigation known as *In re: Dollar General Corp. Motor Oil Marketing and Sales Practices Litigation*, Master Case No. 16-02709-MD-W-GAF, United States District Court for the Western District of Missouri, Western Division; as well as all individual cases that are tagged as related to this MDL proceeding and transferred into the Western District of Missouri, up to and including use in such individual proceedings should those individual cases being transferred back to an original transferor court.

3. DESIGNATING MATERIAL.

The Producing Party may designate material as "Confidential" or "Highly Confidential" as defined below. The Producing Party shall apply a confidentiality designation only when that party has a reasonable, good faith belief that the information so designated constitutes "Confidential" or "Highly Confidential" material. The protections conferred by this Order cover not only the Confidential Information itself, but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by Parties or counsel to or in court or in other settings that might disclose Protected Material to persons not authorized to receive such material.

3.1. Manner and Timing of Designations. Except as otherwise provided in this Protective Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material must be designated for protection under this Protective Order by clearly designating the material before it is disclosed or produced.

3.2. The designation of materials as "Confidential" or "Highly Confidential" shall be made as follows:

(a) for produced documents (apart from transcripts of depositions or other pretrial or trial proceedings), by imprinting the word(s) "Confidential" or "Highly Confidential" on the face of each page of a document so designated or in a similarly conspicuous location for non-document materials.

(b) for written discovery responses, by imprinting the word(s) "Confidential" or "Highly Confidential" next to or above any response to a discovery request or on each page of a response.

(c) for depositions, all such testimony shall be deemed "Highly Confidential," subject to the provisions of paragraph 6.1, for an initial period of thirty (30) days after the court reporter issues the final transcript. The Party or non-party who wishes to either maintain the "Highly Confidential" designation or to designate it as "Confidential" after this initial period shall, within this initial 30-day period, identify the specific portions of the testimony for which such protection is sought in written correspondence to counsel for other Parties that attended the deposition and to the court reporter. Only those portions of deposition testimony that are appropriately designated as "Highly Confidential" or "Confidential" within this initial 30-day period shall maintain such a designation.

Transcript pages containing Protected Material must be separately bound by the court reporter, who must affix to the top of each such page the legend "Confidential" or "Highly Confidential," as instructed by the Party or non-party offering or sponsoring the witness or presenting the testimony. If any portion of a videotaped deposition is designated, the original and all copies of any videotape, DVD, or other media container shall be labeled with the appropriate legend.

(d) for ESI or other Disclosure or Discovery Material produced in a form rendering it impractical to label, either by imprinting the word(s) "Confidential" or

"Highly Confidential" on any disk, or on the face of each page of a document so designated, or by designating the production as "Confidential" or "Highly Confidential" in the transmittal cover letter. Whenever the Receiving Party reduces such Disclosure or Discovery Material to any other form (e.g., hard-copy), the Receiving Party shall mark that form with the appropriate confidentiality designation, if applicable.

3.3. Upward Designation of Information or Items Produced by Other Parties or Non-Parties. Subject to the standards of paragraph 3, a Party may upward designate (i.e., change any Disclosure or Discovery Material produced without a designation to a designation of "Confidential" or "Highly Confidential" or designate any Disclosure or Discovery Material produced as "Confidential" to a designation of "Highly Confidential") any Disclosure or Discovery Material produced by any other Party or non-party, provided that said Disclosure or Discovery Material contains the upward designating Party's own trade secrets or other confidential research, development, financial, personal, or commercially sensitive information, or otherwise is entitled to protective treatment under Fed. R. Civ. P. 26(c).

Upward designation shall be accomplished by providing written notice to all Receiving Parties identifying (by Bates number or other individually identifiable information) the Disclosure or Discovery Material to be re-designated within thirty (30) days of production by the Producing Party. The Party seeking to designate Disclosure or Discovery Materials already produced must provide, at its own expense, substitute Disclosure or Discovery material bearing the appropriate confidentiality designation. Upon receipt of the substitute Disclosure or Discovery Material, each Receiving Party must (a) return or destroy all copies of the undesignated or wrongly designated Disclosure or Discovery Material and (b) confirm, in a letter to the Producing Party's counsel, that it has done so—except when the Disclosure or Discovery Material has already been submitted to the Court, introduced at a hearing, or marked as an exhibit at a deposition. If Disclosure or Discovery Material has been marked as an exhibit at a deposition before the substitute Disclosure or Discovery Material is provided, each Receiving

Party must note the appropriate confidentiality designation on the exhibit in lieu of destroying the exhibit.

Failure to upward designate within thirty (30) days of production, alone, will not prevent a Party from obtaining the agreement of all Parties to upward designate certain Disclosure or Discovery Material or from moving the Court for such relief. Any Party may object to the upward designation of Disclosure or Discovery Material pursuant to the procedures set forth in paragraph 8 regarding challenging designations.

4. PROTECTED MATERIAL SOUGHT TO BE PRODUCED BY A NON-PARTY

The terms of this Order are applicable to information produced by a non-party in this Litigation, including the process, remedies, and relief relating to the designation of Disclosure or Discovery Material as "Confidential" or "Highly Confidential." Nothing in these provisions should be construed as prohibiting a non-party from seeking additional protections.

5. PRODUCTION BY A PARTY OF A NON-PARTY'S PROTECTED MATERIAL

5.1. Process. In the event that a Party is required, by a valid discovery request, to produce a non-party's confidential information in its possession, and the Party is subject to an agreement with the non-party not to produce the non-party's confidential information, then the Party shall, within ten (10) days of determining that it has possession, custody, or control over a non-party's confidential information responsive to the valid discovery request:

(a) notify in writing the party requesting the confidential information and the non-party that some or all of the information requested is subject to a confidentiality agreement with a non-party;

(b) provide the non-party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonable specific description of the information requested; and

(c) make the information requested available for inspection by the non-party.

5.2. Objections. If the non-party fails to seek a protective order from this Court within fourteen (14) days of receiving the notice and accompanying information, the Party receiving the request to produce the confidential information may produce the non-party's confidential information responsive to the discovery request. If the non-party timely seeks a protective order within this fourteen (14) day window, the Party receiving the request to produce the confidential information shall not produce any information in its possession or control that is subject to the confidentiality agreement with the non-party before a determination by the Court. Absent a court order to the contrary, the non-party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

6. ACCESS TO AND USE OF PROTECTED MATERIAL.

6.1. Disclosure of "Confidential" Information. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated as "Confidential" only:

(a) to the Receiving Party's Outside Counsel of record in this Litigation, as well as attorneys, paralegals, and law clerks of said Outside Counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) to the current officers, directors, and employees (including In House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

(c) to experts or consultants to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

(d) to the Court and its personnel in this Litigation, including any relevant appellate court, in the event that any portion of this Litigation is appealed;

(e) to court reporters, their staffs, professional jury or trial consultants, mock jurors, and professional vendors to whom disclosure is reasonably necessary for this litigation;

(f) during the preparation for and conduct of their depositions, to witnesses in the Litigation to whom disclosure is reasonably necessary and who have read and understood the provisions of this Order;

(g) to the author or recipient of the document or the original source of the information;

(h) to the Designating Party; and

(i) to the Receiving Party if the Receiving Party is a Plaintiff named in this Litigation, and other Plaintiffs named in this Litigation.

6.2. Disclosure of "Highly Confidential" Information. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated as "Highly Confidential" only:

(a) to the Receiving Party's Outside Counsel of record in this Litigation, as well as attorneys, paralegals, and law clerks of said Outside Counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) to the Receiving Party's In House counsel;

(c) to experts or consultants to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

(d) to the Court and its personnel in this Litigation, including any relevant appellate court, in the event that any portion of this Litigation is appealed;

(e) to court reporters, their staffs, professional jury or trial consultants, mock jurors, and professional vendors to whom disclosure is reasonably necessary for this

litigation; Mock Jurors shall not take a copy of any "Highly Confidential" information with them.

(f) during the preparation for and conduct of their depositions, to witnesses in the Litigation to whom disclosure is reasonably necessary, who have read and understood the provisions of this Order, who are advised that this Order restricts the disclosure of the Protected Material for any purpose other than their testimony in this Litigation, and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A); Such witnesses shall not take a copy of the Exhibits with them, and unless otherwise agreed by the Parties, the witness's review of any "Highly Confidential" information shall take place in the presence of the court reporter or court reporter's staff, and the witness shall not retain the "Highly Confidential" information or portion of the transcript;

(g) to the author or recipient of the document or the original source of the information;

(h) to the Designating Party; and

(i) to the Receiving Party if the Receiving Party is a Plaintiff named in this Litigation, and other Plaintiffs named in this Litigation. The Receiving Party and other Plaintiffs shall be able to see the "Highly Confidential" information and discuss it with counsel but will not be permitted to take copies of the information or to take notes regarding it.

7. RESPONSIBILITY FOR COMPLIANCE.

The Party's counsel who discloses "Confidential" or "Highly Confidential" information shall be responsible for assuring compliance with the terms of this Order with respect to whom such "Confidential" or "Highly Confidential" information is disclosed, and shall obtain and retain the original "Agreements to Be Bound by Protective Order" (Exhibit A) executed by qualified recipients of "Confidential" or "Highly Confidential" information (if such execution was required by the terms of this Order). If it comes to a Party's or non-party's attention that any materials that it designated for protection do not qualify for protection at all, or do not qualify for

the level of protection initially asserted, that Party or non-party must promptly notify all other Parties that it is withdrawing the mistaken designation.

8. CHALLENGING CONFIDENTIALITY DESIGNATIONS.

8.1 Timing of Challenges. A Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is made.

8.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating Party's confidentiality designation must do so in good faith and must begin the process by conferring directly with counsel for the Designating Party. To avoid ambiguity, the initial notice of the challenge must be made in writing to the Designating Party. In this notice, the challenging Party must identify (by Bates numbers, deposition transcript page and line reference; or other means sufficient to locate such materials) each Disclosure or Discovery Material subject to the challenge and explain the basis for its belief that the confidentiality designation was not proper. Within fourteen (14) days of receiving this written notice, the Designating Party, after having an opportunity to review the designated material and to reconsider the circumstances, and, if no change in the designation is offered, shall explain the basis for the chosen designation in writing. During that period, the parties will meet and confer in good faith. A challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first.

8.3 Judicial Intervention. A Party that elects to press a challenge to a confidentiality designation after considering the justification offered by the Designating Party may present the Court with the challenged Disclosure or Discovery Material and the basis for the challenge. The burden of establishing the designation shall always remain on the Producing Party.

Until the Court rules on the challenge, all parties shall continue to afford the Disclosure or Discovery Material in question the level of protection to which it is entitled under the Producing Party's designation. Entry of this Order shall be without prejudice to any party's motion for relief from or modification of the provisions hereof or to any other motion relating to

the production, exchange, or use of any document or ESI, or other information in the course of this Litigation.

9. INADVERTENT FAILURE TO IDENTIFY MATERIALS AS "CONFIDENTIAL" OR "HIGHLY CONFIDENTIAL."

Inadvertent failure to designate Disclosure or Discovery Material as "Confidential" or "Highly Confidential" at the time of production shall not be deemed a waiver of the Producing Party's right to so designate the Disclosure or Discovery Material and may be remedied by supplemental written notice to the Receiving Party. If such notice is given, all Disclosure and Discovery Material so designated shall be fully subject to this Protective Order as if it had been initially designated as Protected Material. The process for an upwards designation of Disclosure or Discovery Material that was inadvertently mis-designated or undesignated is governed by paragraph 3.3.

10. INADVERTENTLY PRODUCED DOCUMENTS.

If a Party at any time notifies any other Party that it inadvertently produced documents, testimony, information, and/or things that are protected from disclosure under the attorney-client privilege, work product doctrine, and/or any other applicable privilege or immunity, or the Receiving Party discovers such inadvertent production, the inadvertent production shall not be deemed a waiver of the applicable privilege or protection.

If a Party or non-party requests the return of such an inadvertently produced document pursuant to this paragraph, the Receiving Party shall return all copies of such documents, testimony, information and/or things to the inadvertently producing party within five (5) business days of receipt of such notice or discovery and shall not use such items for any purpose until further order of the Court, except that the Receiving Party may retain a copy of the inadvertently produced material for purposes of evaluating the claimed privilege and bringing a motion for an order allowing use of the document in this Litigation, but further provided that the Receiving Party may not use the document for any other purpose whatsoever until the Court has determined that the document is not privileged. If the Court determines that the document is privileged, the

Receiving Party must return the document to the Producing Party within five (5) days of the Court's ruling.

11. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION.

If at any time any Protected Material is subpoenaed by a court, administrative or legislative body, or by any other person or entity purporting to have authority to require the production of such information, the person to whom the subpoena is directed shall give written notice thereof to any person who has designated such information as Protected Material within five (5) days. After receipt of the notice specified under this paragraph, the Party seeking to maintain confidentiality shall have the sole responsibility for obtaining any order it believes necessary to prevent disclosure of the Protected Material that has been subpoenaed. If the person seeking to maintain confidentiality does not move for a protective order within the time allowed for production by the subpoena (or within such time as a court may direct or as may be agreed upon between the designating person and the subpoenaing party) and give written notice of such motion to the subpoenaing party and the person to whom the subpoena is directed, the person to whom the subpoena or other request is directed may commence production in response thereto. The person to whom the subpoena is directed shall not produce any Protected Material while a motion for a protective order brought pursuant to this paragraph is pending, or while any appeal from or request for appellate review of such motion is pending, unless so ordered by a court.

12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately: (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected Material,

(c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Protective Order, and (d) request such person or persons to execute the "Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit A.

Inadvertent disclosure or production shall not result in any form of penalty or sanction unless bad faith is demonstrated by the opposing party provided that the disclosing or producing party promptly remedies the disclosure or production upon notification or discovery.

13. FILING CONFIDENTIAL MATERIAL WITH THE COURT.

If a Party files a document containing "Confidential" or "Highly Confidential" information with the Court, it shall do so under seal in compliance with the CM/ECF Civil and Criminal Administrative Procedures Manual for the United States District Court for the Western District of Missouri. No document, material or other information may be filed under seal without an Order of the Court granting continued protection for the document, material or information at issue.

14. REQUIREMENTS FOR CONTINUED CONFIDENTIALITY.

Any document, material or other information designated as "Confidential" or "Highly Confidential" that is submitted to the Court in support of a pleading, or introduced at a hearing, trial or other proceeding, in this Litigation may continue as "Confidential" or "Highly Confidential" only by Order of the Court in accordance with these procedures. If information entitled to protection under this Order is submitted to the Court in support of a pleading, such information shall maintain its protected status for ten (10) days.

During this ten-day period the party who designated the information "Confidential" or "Highly Confidential" may move the Court to continue the protected status of the information by submitting to the Court a request for continued protection. The request must be accompanied by a copy of the document, material or information for which continued protection is requested. The Court will review, in camera, the information for which continued protection is requested to determine if continued protection will be allowed.

15. INTRODUCING CONFIDENTIAL INFORMATION IN COURT PROCEEDINGS.

A Party who seeks to introduce "Confidential" or "Highly Confidential" information at a hearing, pretrial or other proceeding shall advise the Court at the time of introduction that the information sought to be introduced is protected. If the Party who designated the information as "Confidential" or "Highly Confidential" requests the protection to be continued, the Court may review the information, in camera, to determine if the information is entitled to continued protection. Prior to disclosure of "Confidential" or "Highly Confidential" information at a hearing, the Producing Party may seek further protections against public disclosure from the Court.

16. USE AND DISCLOSURE OF INDEPENDENTLY OBTAINED INFORMATION.

Nothing herein shall impose any restriction on the use or disclosure by a Party or its agent of its own information, or of information lawfully available to that Party, or of information that lawfully came into the possession of the Party independent of any disclosure of "Confidential" or "Highly Confidential" material in this Litigation.

17. ADVICE TO CLIENT.

Nothing in this Order will bar or otherwise restrict Counsel from rendering advice to his or her client with respect to this Litigation or from generally referring to or relying upon "Confidential" or "Highly Confidential" Material in rendering such advice, provided however, that in rendering such advice or in otherwise communicating with his or her client, Counsel shall not reveal or disclose the specific content thereof if such disclosure is not otherwise permitted under this Order.

18. DURATION OF ORDER/RETURN OF CONFIDENTIAL INFORMATION.

All provisions of this Order restricting the use of Confidential" or "Highly Confidential" information shall continue to be binding after the conclusion of this Litigation, unless otherwise agreed or ordered by the Court. Upon conclusion of the Litigation (whether by entry of a final order of dismissal, judgment, settlement, or disposition on appeal, or otherwise), a person in

possession of “Confidential” or “Highly Confidential” information shall either: (a) return such documents or ESI no later than 60 days after conclusion of this Litigation to counsel for the party or non-party who produced such information; or (b) destroy such documents or ESI within the time period and certify in writing within 60 days that the documents or ESI have been destroyed. The Court shall retain continuing jurisdiction to enforce the terms of this Order after the conclusion of this Litigation.

19. RESERVATION OF RIGHTS.

Nothing herein shall be deemed to waive any applicable privilege or work product protection, or to affect the ability of a Party to seek relief (subject to the terms of this Order, including paragraphs 10 and 12) for an inadvertent disclosure of material protected by privilege or work product protection.

Nothing contained in this Order or any designation of confidentiality hereunder, or any failure to make such designation, shall be used or characterized by any party as an admission by a Party or a Party opponent.

Nothing in this Order shall be deemed an admission that any particular information designated as “Confidential” or “Highly Confidential” is entitled to protection under the Order, Fed . R. Civ. P. 26(c), or any other law.

Nothing in this Order shall be construed as granting any person or entity a right to receive specific “Confidential" or “Highly Confidential” information where a court has entered an order precluding that person or entity from obtaining access to that information.

The Parties specifically reserve the right to challenge the designation of any particular information as “Confidential” or “Highly Confidential,” and agree that by stipulating to entry of this Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Order.

Similarly, no Party waives any right to object on any ground to introduction or use as evidence of any of the Disclosure of Discovery Material covered by this Order.

20. MODIFICATIONS.

Any party at any time can seek to modify the terms of this protective order, as circumstances may warrant, by petitioning the Court. Before doing so, any such party seeking a modification must meet and confer with counsel for the other parties in an attempt to reach agreement on any such modifications.

s/ Gary A. Fenner
GARY A. FENNER, JUDGE
UNITED STATES DISTRICT COURT

DATED: September 6, 2016

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

IN RE: DOLLAR GENERAL CORP. MOTOR OIL MARKETING AND SALES PRACTICES LITIGATION	**)**	**MDL No. 2709**
	)	**Master Case No. 16-02709-MD-W-GAF**
THIS PLEADING RELATES TO:	**)**	
ALL ACTIONS	**)**	

EXHIBIT A
AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, ___[print or type full name]___, of ___[print or type full address]___, declare under penalty of perjury that I have read and understand the Stipulated Protective Order that was issued by the United States District Court for the Western District of Missouri on [date] in the case of *In Re: Dollar General Corp. Motor Oil Marketing and Sales Practices Litigation*, MDL Docket No. 2709, Master Case No. 16-02709-MD-W-GAF.

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Western District of Missouri for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this Litigation.

Dated: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____