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RICHARD R. ROOKER, CLERK
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IN THE SIXTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

SHALOM RECHDIENER, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

Civil Action #07C-736
Judge Brothers

DAVID L. BERÉ, DENNIS C. BOTTORFF, BARBARA L. BOWLES, REGINALD D. DICKSON, E. GORDON GEE, BARBARA M. KNUCKLES, DAVID A. PERDUE, J. NEAL PURCELL, JAMES D. ROBBINS, DAVID M. WILDS, DOLLAR GENERAL CORP. AND KOHLBERG KRAVIS ROBERTS & CO. L.P.,

Defendants.

JURY TRIAL DEMANDED
CLASS ACTION

PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT

COMES NOW the plaintiff, by and through its counsel, and states for its first amended class action complaint as follows:

1. Plaintiff brings this action individually and as a class action on behalf of all persons, other than defendants herein and any entity related to, or affiliated with, defendants, who own shares of Dollar General Corporation ("DGC" or the "Company") common stock, and who are similarly situated (the "Class"), for injunctive and other relief.

2. Plaintiff seeks injunctive relief herein, inter alia, to enjoin the consummation of a proposed transaction announced on March 11, 2007, pursuant to which the Company will be acquired by Buck Holdings, LP and Buck Acquisition Corp, entities controlled by Kohlberg Kravis Roberts & Co. ("KKR") in a cash-for-stock exchange whereby holders of DGC stock would receive $22.00 in cash for each share of DGC held (the "Proposed

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Transaction"). Alternatively, in the event that the Proposed Transaction is consummated, plaintiff seeks to recover damages caused by the breaches of fiduciary duties owed by defendants to plaintiff and the Class.

3. The Proposed Transaction is being advanced through unfair procedures and the consideration offered -- $22.00 per share -- is an unfair price, which does not reflect the fair value of DGC's equity or its likely value after completion of an ambitious restructuring plan upon which DGC has embarked.

4. Defendants' intention to pursue the transaction is in breach of their fiduciary duties owed to DGC's shareholders to take all necessary steps to ensure that the shareholders will receive the maximum value realizable for their shares in any extraordinary transaction involving the Company. In the context of this action, defendants' decision to accept the Proposed Transaction requires them to take, among other things, all reasonable steps to assure the maximization of stockholder value, including the implementation of a bidding mechanism to foster a fair auction of the Company to the highest bidder, avoidance of any measure that will artificially limit bona fide offers for the Company, or the exploration of strategic alternatives which will return greater or equivalent short-term value to the plaintiff and the Class.

5. Defendants have failed to assure that DGC stockholders will realize the maximum value for their shares by favoring KKR over any other bidder, unreasonably limiting the scope of interested parties rather than conducting an open auction, permitting KKR to impose an unreasonable termination fee and fiduciary-out provisions that virtually assures no other interested bidders can make a better offer, and otherwise improperly limiting the action that may be taken in response to any future offer for DG that would compete with the terms of the Proposed Transaction.

6. DGC and the individual defendants, who were members of the DG Board, also breached duties they owed to the Company's public stockholders by failing to provide full

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disclosure to the DGC stockholders about the transaction and valuation analysis that was performed.

7. On April 9, 2007, certain defendants publicly disseminated and filed with the United States Securities and Exchange Commission ("SEC") a Preliminary Proxy Statement (the "Preliminary Proxy") in connection with the Proposed Transaction. As alleged in more detail herein, the Preliminary Proxy omits material information relating to the faulty process that led to the Proposed Transaction, as well as the necessary information to permit DGC stockholders to conduct their own valuation of Company assets to determine whether or not to accept the terms of the merger agreement.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this action asserted in this complaint pursuant to Tenn. Code Ann. § 16-11-101 et seq. Venue is proper in that DGC's principal executive office is located in Goodlettsville, Davidson County, Tennessee.

PARTIES

9. Plaintiff is and, at all relevant times, has been, the owner of shares of DGC common stock.

10. Defendant DGC is a Tennessee corporation whose principal executive offices are located at 100 Mission Ridge, Goodlettsville, Tennessee. DGC is a discount retailer of quality general merchandise with 8,260 stores in 33 states that primarily serves low, middle, and fixed-income families. The Company was co-founded by J.L Turner and Cal Turner Sr. in 1939 under the name J.L. Turner and Son, Wholesale. It changed its name to J.L. Turner & Son, Inc. in 1955 and to Dollar General Corporation in 1968. As of March 27, 2006, DGC had approximately 315,671,000 shares of stock outstanding that trade on the New York Stock Exchange.

11. Defendant David A. Perdue ("Perdue"), is and has been, at all relevant times, Chairman of the Board and Chief Executive Officer of DGC. As a result of change of

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control agreements executed contemporaneously with the KKR negotiation and more fully described below, separation agreements, and supplemental retirement plans, Perdue stands to gain a windfall of more than $30 million should the Proposed Transaction be consummated .

12. Defendant David L. Bere´ ("Bere´") is and has been, a director of DGC since 2002. In December 2006, while negotiations were underway with KKR, Bere´ was appointed President and Chief Operating Officer of DGC. As a result of his appointment, Bere´ will receive $700,000 severance upon completion of the Proposed Transaction for four months work. Bere´ will also receive approximately $309,816 for acceleration of certain restricted stock units.

13. Defendant Dennis C. Bottorff ("Bottorff") is and has been, a director of DGC since 1998. Bottorff will also receive approximately $309,816 for acceleration of certain restricted stock units and $151,020 for options held.

14. Barbara L. Bowles ("Bowles") is and has been, a director of DGC since 2000. Bowles will also receive approximately $309,816 for acceleration of certain restricted stock units and $99,565 for options held.

15. Reginald D. Dickson ("Dikson") is and has been, a director of DGC since 1993. Dickson will also receive approximately $309,816 for acceleration of certain restricted stock units and $156,906 for options held.

16. E. Gordon Gee ("Gee") is and has been, a director of DGC since 2000. Gee will also receive approximately $309,816 for acceleration of certain restricted stock units and $109,039 for options held.

17. Barbara M. Knuckles ("Knuckles") is and has been, a director of DGC since 1995. Knuckles will also receive approximately $309,816 for acceleration of certain restricted stock units, $112,684 for certain deferred compensation, and $99,565 for options held.

18. J. Neal Purcell ("Purcell") is and has been, a director of DGC since 2004. Purcell will also receive approximately $309,816 for acceleration of certain restricted stock units

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and $158,554 for certain deferred compensation.

19. James D. Robbins ("Robbins") is and has been, a director of DGC since 2002. Robbins will also receive approximately $309,816 for acceleration of certain restricted stock units and $85,579 for options held.

20. David M. Wilds ("Wilds") is and has been, a director of DGC since 1991. Wilds will also receive approximately $309,816 for acceleration of certain restricted stock units. Wild is employed as a Senior Advisor to The Family Office, a company associated with Cal Turner, Jr. ("Turner"), the Company's former Chairman and CEO. Turner participates in determining Wilds' compensation for services to The Family Office. Turner ceased service as the Company's CEO in November 2002, as a director and Chairman in June 2003, and as an employee advisor to the Company's Board in October 2005.

21. Richard E. Thornburgh ("Thornburgh") is and has been, a director of DGC since 2006. Thornburgh will also receive approximately $101,856 for acceleration of certain restricted stock units and $156,906 for options held.

22. The defendants named in paragraphs 11 through 21 above are hereinafter referred to as the "Individual Defendants."

23. The Individual Defendants, by reason of their corporate directorships and/or executive positions, stand in a fiduciary position relative to the Company's shareholders, which fiduciary relationship, at all times relevant herein, required them to exercise their best judgment, and to act in a prudent manner and in the best interests of the Company's shareholders.

24. Buck Holdings, L.P. ("Buck Holdings") is a Delaware limited partnership which is controlled by investment fund affiliated with KKR and formed for the sole purpose of effectuating the Proposed Transaction. Buck Holdings' principal address is 2800 Sand Hill Road, Suite 200, Menlo Park, California 94025.

25. Buck Acquisition Corp. ("Buck Acquisition") is a Tennessee Corporation and a wholly owned subsidiary of Buck Holdings formed solely for the purpose of facilitating the

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Proposed Transaction. As part of the Proposed Transaction, Buck Acquisition will merge into DGC with DGC being the surviving entity. Buck Acquisition's principal address is 2800 Sand Hill Road, Suite 200, Menlo Park, California 94025.

26. KKR, through its affiliated entities, is an equity investment firm that specializes in taking companies private through leveraged buyouts. One of KKR's principal addresses is 2800 Sand Hill Road, Suite 200, Menlo Park, California 94025. Over the past 30 years, KKR has invested in 14 transactions in the retail sector in North America and Europe, representing $25.5 billion of aggregate value and covering a broad range of channels including supermarkets, consumer drugstores, and specialty retail. In total, since its founding, KKR has completed approximately 150 transactions with an aggregate value of nearly $280 billion. KKR, together with Buck Holding and Buck Acquisition, are collectively referred to herein as the "KKR entities."

27. Each defendant herein is sued as an aider and abettor, as well as (in the case of the Individual Defendants) in such defendant's capacity as an officer, director or controlling shareholder of the Company, and the liability of each arises from the fact that he, or it has engaged in all or part of the unlawful acts, plans, schemes, or transactions complained of herein.

CLASS ACTION ALLEGATIONS

28. Plaintiff brings this case in its own behalf and as a class action, pursuant to Rule 23 of the Tennessee Rules of Civil Procedure, on behalf of all stockholders of the Company, except defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any of the defendants, who will be threatened with injury arising from defendants' actions as is described more fully below.

29. This action is properly maintainable as a class action.

30. The Class is so numerous that joinder of all members is impracticable. There are more than 300 million shares of the Company's common stock held by the public.

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There are thousands of stockholders of record, who reside in geographically diverse areas of the country. The disposition of their claims in a class action will be of benefit to the parties and the Court. The record holders of DGC common stock may be easily determined from the stock transfer journals maintained by DGC or its agents.

31. There are questions of law and fact common to the Class including, inter alia, whether:

a. defendants have breached and will continue to breach their fiduciary and other common law duties owed by them to plaintiff and the members of the Class;

b. the proposed transaction is grossly unfair to DGC's public shareholders;

c. defendants willfully and wrongfully failed or refused to obtain or attempt to obtain a purchaser for the assets of DGC at a higher price; and

d. plaintiff and the other members of the Class would be irreparably damaged were the transaction complained of herein consummated.

32. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the other members of the Class and plaintiff has the same interests as the other members of the Class. Plaintiff is an adequate representative of the Class.

33. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for defendant, or adjudications with respect to individual members of the Class which, as a practical matter, would be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

34. Defendants have acted, or refused to act, on grounds generally applicable to, and causing injury to, the Class and, therefore, preliminary and final injunctive relief on

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behalf of the Class as a whole is appropriate.

SUBSTANTIVE ALLEGATIONS

35. By the acts, transactions, and courses of conduct alleged herein, defendants, in total disregard of their fiduciary duties, are attempting to deprive plaintiff and the Class unfairly of their investment in the Company.

Background of the Transaction

36. During the second half of 2006, DGC stock reached record lows as a result of the Company reporting missed earning projections for the second quarter and year to date results. On September 7, 2006, DGC stock traded at $12.22 per share. In order to stop the erosion of DGC's stock price, DGC and the Individual Defendants, after consultation with Lazard Freres and Lehman Brothers, internally took steps, inter alia, to modify DGC's business plan by closing certain stores, reducing the number of new store openings, upgrading existing stores, and eliminating inventory layaway practices (collectively, "Project Alpha").

37. During this same time, defendant Perdue was contacted by private equity firms and investment bankers concerning a possible strategic transaction. Neither the number of firms nor identities of these private equity firms and investment bankers has ever been disclosed to DGC stockholders. Likewise, it has never been disclosed whether Perdue or any of the other Individual Defendants ever met with the private equity firms, other than KKR, or any of the investment bankers who had expressed an interest in a strategic transaction.

38. On October 5, 2006, defendants Perdue and Wilds met with representatives of KKR in response to KKR's expression of interest. Thereafter the DGC Board and the DGC Governance Committee of the Board met to discuss the appropriate process for responding to KKR's expression of interest. Defendants, however, have never disclosed whether the Board or any committee thereof discussed any of the other contacts from equity firms or investment bankers during this time.

39. On November 1, 2007, a Strategic Planning Committee was formed to

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serve as an advisory committee to the DGC Board concerning KKR's expression of interest. Members of the Strategic Planning Committee included defendants Bottorff, Thornburgh, Bowles, and Bere′, who resigned when he was named President and Chief Operating Officer in December 2006. The Strategic Planning Committee retained Lazard Freres, who was already providing assistance to DGC in connection with the Project Alpha initiative. Defendants have never disclosed whether the Strategic Planning Committee considered using a financial advisor that was fully independent from any other business relationship with DGC.

40. Project Alpha was publicly announced on November 6, 2006 and resulted in the gradual improvement of DGC's stock price. By November 28, 2006, DGC's stock was trading at $16.62 per share.

41. On November 28, 2006, defendants amended DGC's stock incentive plans, including the 1993 Employee Stock Incentive Plan and the 1998 Stock Incentive Plan, to provide for the adjustment of shares subject to award in the event of a merger. The Individual Defendants, with full knowledge of the impending KKR offer, known only to them and not the public shareholders, stand to personally benefit from the re-writing of the incentive plans.

42. In early December 2006, the Strategic Planning Committee met with KKR and another private equity firm to secure preliminary non-binding indications of interest, including a preliminary range of value, predicated on conducting due diligence. Defendants have never disclosed what the number or values assigned or reflected by the indications of interest. Further, defendants have never told DGC's stockholders whether there were any additional parties that sought to meet with the Strategic Planning Committee or obtain due diligence and were refused participation.

43. In January 2007, KKR and the other undisclosed private equity firm each brought a private equity partner into the process. While it is unknown the conditions of participation of the two new firms and even whether they executed confidentiality agreements, the four private equity firms conducted due diligence.

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44. On January 4, 2007, the Company reported over the *Business Wire* that:

> ...total retail sales for the December five-week period ended December 29, 2006, equaled $1.18 billion compared with $1.05 billion last year, an increase of 12.1 percent. For the December period, same-store sales increased 7.1 percent. By merchandise department, the primary drivers of same-store sales increases in the fiscal 2006 period were holiday events, toys, food (including candy, snacks and perishables), health and beauty care, and pet supplies.
>
> On November 29, 2006, in connection with its store revitalization plans, the Company announced that it expected to close approximately 400 stores in fiscal 2007 in addition to stores closed in the ordinary course of business. The Company has begun the process of liquidating inventories in 148 same-stores. Excluding sales in these 148 stores, same-store sales increased 6.5 percent in the fiscal 2006 December period.
>
> For the nine-week period ended December 29, 2006, Dollar General total retail sales increased 10.1 percent to $1.91 billion from $1.73 billion for the nine-week period ended December 30, 2005. Same-store sales for the nine-week period increased 5.2 percent.
>
> For the 48-week period ended December 29, 2006, Dollar General total retail sales increased 8.5 percent to $8.50 billion from $7.82 billion for the 48-week period ended December 30, 2005. Same-store sales for the 48-week period increased 2.9 percent.
>
> The 2006 sales numbers are preliminary and unaudited. In addition, please note that the five-week December 2006 period discussed in this release is based on the five-week retail calendar month as determined by the National Retail Federation, which is widely used in the retail industry. The Company's fiscal calendar for 2006 does not coincide with the retail monthly calendar and, therefore, the Company's reported sales for its fiscal 2006 quarterly periods will differ from the sum of the months reported in the monthly sales releases.

45. On February 5, 2007, DGC filed a Form 8-K announcing changes to its Fiscal year 2007 bonus plan. Dollar General has historically had an employee compensation plan in place to pay performance-based bonuses to employees based on net income goals. In Fiscal Year 2007, DGC was not on pace to meet the financial goals identified in the bonus plan, and had not been accruing for any year-end bonus payouts throughout the year. However, DGC's executive management and Board of Directors recently determined that discretionary bonuses should still be paid. The Company, during the fourth quarter, incurred approximately $9.6 million - or $0.02 per share after tax - in discretionary bonuses. This effectively increased the Company's SG&A costs.

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46. On February 8, 2007, the Company reported over the *Business Wire* that:

> ...total retail sales equaled $832.1 million for the January five-week period ended February 2, 2007 compared with $745.7 million for the five-week period ended February 3, 2006, an increase of 11.6 percent. Same-store sales for the five-week period increased 6.8 percent. By merchandise department, the primary drivers of same-store sales increases in the current year period were food, holiday events, basic apparel, home products, pet supplies, and health and beauty care. Increased markdowns incurred in connection with the Company's efforts to minimize the carryover of seasonal and other non-core merchandise contributed significantly to sales in holiday events, basic apparel and home products. Excluding sales in 103 stores, which are in the process of liquidating inventories in anticipation of closing, same-store sales increased 6.6 percent in the January period.
>
> For the Company's 13-week fiscal quarter ended February 2, 2007, total retail sales equaled $2.55 billion compared with $2.48 billion for the prior year quarter ended February 3, 2006, which included 14 weeks. Same-store sales, based on the comparable 13-week period, increased 5.8 percent.
>
> For the 52-week fiscal year ended February 2, 2007, total retail sales equaled $9.17 billion compared with $8.58 billion for the 53-week fiscal year ended February 3, 2006. Same-store sales, based on the comparable 52-week period, increased 3.3 percent.
>
> During the fiscal year ended February 2, 2007, the Company opened 536 stores, relocated 53 stores, and closed 156 stores, including 48 stores closed in connection with the Company's previously announced store revitalization efforts.

47. On March 8, 2007, the Company reported over the *Business Wire* that:

> ...total retail sales for the four-week period ended March 2, 2007, equaled $695.6 million compared to $645.4 million last year, an increase of 7.8 percent. For the four-week period, same-store sales increased 4.9 percent compared to a 0.5 percent decrease in the four-week period ended March 3, 2006. Each of the Company's four major merchandise categories, including highly consumables, seasonal, basic apparel and home products, contributed to the sales increase. Markdowns incurred in connection with the Company's efforts to minimize the carryover of seasonal and other non-core merchandise and to liquidate merchandise in stores in the closing process contributed significantly to sales in the non-consumables categories. Excluding sales in 130 stores, which are in the process of closing as part of the Company's store revitalization efforts, same-store sales increased 4.2 percent in the fiscal 2007 February period.

48. On the morning of March 9, 2007, KKR formally submitted its offer to acquire all of the outstanding stock of DGC for $22.00 per share and demanded exclusivity in negotiations going forward. Later on the same morning, the Strategic Planning Committee met telephonically and agreed to recommend the $22.00 offer to the full DGC Board.

49. On March 11, 2007, all of the members of the DGC board voted in favor

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of the transaction and executed the merger agreement. DGC shareholders have not been advised whether the Board or Strategic Planning Committee ever considered attempting to secure a price higher than the first $22.00 offer made by KKR. Likewise, there has not been any disclosure of any points of negotiation that did or did not transpire between the parties between the time period of March 9, 2007 through March 11, 2007.

50. On March 12, 2007, the Bloomberg news wire first reported that DGC had definitively agreed to be acquired by the KKR entities in the Proposed Transaction valued at $7.3 billion. DGC stockholders were told that, pursuant to the merger agreement, the owner of each publicly-held share of DGC would receive $22.00 for each DGC share.

51. The press release reported that Michael M. Calbert, a Member of KKR, stated that:

> Dollar General is an outstanding company with a strong market presence and a rich legacy. We have worked closely with many retail companies in driving success and unlocking value, and we look forward to partnering with the Dollar General team to position the company for future growth.

52. The investing public's reaction to the Proposed Transaction was mixed. As noted by The Wall Street Journal, the Proposed Transaction's consideration fails to include a premium that recognizes the significant investment already made by DGC in refurbishing DGC stores and repositioning its inventory. The Wall Street Journal stated, "the deal illustrates how private equity masterfully exploits the short-term preoccupations of public-market investors. Dollar General is in the midst of a turnaround that its investors have yet to fully appreciate."

53. The Proposed Transaction, which appears to include a unilaterally determined $22.00 per share price, provided inadequate consideration and does not constitute the maximization of stockholder value. Further, the premium offered is insufficient in light of the extensive financial restructuring and market repositioning that has recently been completed by DGC, including the extension of a $150 million revolving credit line. The KKR entities are acquiring DGC while the price of DGC stock is artificially depressed as a result of the costs of restructuring. Nonetheless, the KKR entities, instead of DGC stockholders, will reap the benefits

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of that restructuring once DGC is taken private.

The Merger Agreement Improperly Limits Defendants' Fiduciary Conduct

54. The merger agreement executed by the parties on March 11, 2007 contains several provisions that improperly restrains defendants from exercising their continuing fiduciary obligations.

55. One of the merger terms required by the KKR entities is that DGC pay them $225 million should another bid be made by a third party and accepted by the Company. In fact, this would require a third party bidder to automatically pay $225 million (not for the benefit of DGC stockholders) in addition to any increased consideration above $22.00 per share. The payments of a termination of such magnitude has the intended consequence of discouraging any third party bidder from making a superior offer.

56. Further, the merger agreement provides that the DGC and the Individual Defendants, contrary to their duties to maximize DGC stockholder value, may not even consider a third party offer unless it is deemed to be a "Superior Proposal," which means the offer is more favorable from a financial point of view and is reasonably capable of being completed. The likelihood of receiving a Superior Proposal, however is artificially limited by the additional requirement that no due diligence be permitted unless the third party makes a formal written proposal approved by the Individual Defendants -- a requirement that was never imposed on the KKR entities during their negotiation. Without due diligence concerning DGC, it is highly doubtful that any third party could make a superior offer.

The Preliminary Proxy Fails To Include All Material Disclosure

57. On April 9, 2007, DGC filed with the SEC the Preliminary Proxy concerning the Proposed Transaction. The Preliminary Proxy is one of the most important documents provided to DGC stockholders because it is the only document that DGC stockholders have that describes the terms, conditions, and background of the Proposed Transaction. Further, the Preliminary Proxy is the only document that will provide stockholders

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with the information necessary to permit them to perform their own valuation in order to determine whether to vote in favor of the Proposed Transaction. As a result, the Preliminary Proxy must contain all material information to permit DGC stockholder to make a reasoned and informed choice.

58. The fiduciary duties defendants owe to DGC stockholders includes the separate obligation of candor in all dealings. If defendants fail to make all material disclosure in the preliminary proxy, they violate this fiduciary duty of candor and full disclosure.

59. The Preliminary Proxy includes a section entitled Background of the Merger, which includes a chronology of events. However, as noted above, much of the necessary historical information has not been included. The description of the merger background is deficient because it fails to disclose:

a. Whether Perdue or any of the other Individual Defendants ever met with private equity firms, other than KKR, or any of the investment bankers who had initially expressed an interest in a strategic transaction with DGC;

b. Whether the Board or any committee thereof discussed any of the other contacts from equity firms or investment bankers during the time that it was negotiating with KKR;

c. Whether the Strategic Planning Committee considered using a financial advisor that was fully independent from DGC (i.e. one that had no prior business relationships with DGC);

d. The number of and/or values assigned by the indications of interest from all parties expressing a preliminary indication of interest;

e. Whether there were any additional parties other than KKR and one other private equity firm that sought to meet with the Strategic Planning Committee or obtain due diligence and were refused

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participation;

f. Whether there was any consideration by the Individual Defendants of attempting to secure a price higher than the first $22.00 offer made by KKR; and

g. Whether there had been any discussion as to why only financial buyers were considered to the exclusion of strategic buyers.

60. The Preliminary Proxy is also deficient in providing all of the necessary financial information so that DGC stockholders can either replicate the analysis of the purportedly independent financial advisor or otherwise perform their own financial valuation analysis. The financial information missing from the Preliminary Proxy includes:

a. The EBITDA (Earnings Before Income, Taxes, Depreciation, and Amortization) numbers, both actual and projected, that were used in various valuation methodologies such as the Discounted Cash Flow, Precedent Transaction, and Comparable Company analyses;

b. "Pro Forma EBITDA" is a term used relating to 2006 EBITDA and in the Precedent Transaction Analysis, but it is neither explained or quantified in the Preliminary Proxy;

c. The depreciation value used in the Discounted Cash Flow Analysis;

d. The Capital Expenditure assumptions used in the Discounted Cash Flow Analysis; and

e. Whether any liquidation analysis had been performed and the range of value indicated by this methodology.

61. The Proposed Transaction is wrongful, unfair, and harmful to DGC public stockholders, and will deny Class members their right to share proportionately in the true value of the Company's valuable assets, profitable business, and future growth in profits and earnings,

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while usurping the same for the benefit of themselves.

62. Defendants have violated duties owed to the plaintiff and the other members of the Class in that they are acting in violation of fiduciary obligations to the Class.

63. By reason of all of the foregoing, defendants herein have willfully participated in unfair dealing toward plaintiff and the other members of the Class and have engaged in and substantially assisted and aided and abetted each other in breach of the fiduciary duties owed by them to the Class.

64. As a result of defendants' actions, plaintiff and the Class have been and will be damaged by the breaches of fiduciary duty and, therefore, plaintiff and the Class will not receive the fair value of DGC's assets and businesses.

65. Unless enjoined by this Court, defendants will continue to breach their fiduciary duties owed to plaintiff and the Class, and will succeed in their plan to exclude plaintiff and the Class from the fair proportionate share of the Company's valuable assets and businesses, all to the irreparable harm of the Class.

66. Plaintiff and the Class have no adequate remedy of law.

COUNT I

Breach Of Fiduciary Duties Against The Defendants

67. Plaintiff hereby repeats and re-alleges the above paragraphs as if set forth fully herein.

68. The Defendants have breached their fiduciary duties of loyalty, due care, good faith and full and fair disclosure by entering into the Proposed Transaction and by failing to maximize stockholder value and leave themselves free fully to discharge their unremitting fiduciary duties to the public stockholders, as alleged herein.

69. Plaintiff and the Class have no adequate remedy at law.

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COUNT II

<u>Aiding And Abetting Against DGC, Individual Defendants, and the KKR Entities</u>

70. Plaintiff hereby repeats and re-alleges the above paragraphs as if set forth fully herein.

71. DGC, the Individual Defendants and the KKR entities knowingly and substantially participated in and have benefitted from the breaches of fiduciary duties, as alleged herein.

72. By virtue of the knowing and substantial participation by all defendants, plaintiffs and the Class have been damaged.

73. Plaintiff and the Class have no adequate remedy at law.

COUNT III

<u>Breach Of Fiduciary Duty Of Disclosure Against The Defendants</u>

74. Plaintiff hereby repeats and re-alleges the above paragraphs as if set forth fully herein.

75. The defendants owe duties of loyalty and full and fair disclosure to the Company's stockholders. Defendants have breached that duty of candor as alleged in detail herein.

76. Defendants' breaches have and will damage plaintiff. Due to these breaches of duty, plaintiff has no means by which to determine whether to vote in favor of the transaction and tender its shares.

77. The plaintiff and the Class have no adequate remedy of law.

WHEREFORE, plaintiff prays for judgment and relief as follows:

a. Declaring that this lawsuit is properly maintainable as a class action and certifying the plaintiff as proper representative of the Class;

b. Declaring that the defendants and each of them have committed or

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aided and abetted a gross abuse of trust and have breached their fiduciary duties to the plaintiff and the other members of the Class;

c. Preliminarily and permanently enjoining defendants and their counsel, agents, employees, and all persons acting under, in concert with, or for them, from proceeding with, consummating or closing the transaction with the KKR entities;

d. In the event the Proposed Transaction is consummated, rescinding it and setting it aside;

e. Awarding compensatory damages against defendants, jointly and severally, in an amount to be determined at trial, together with prejudgment interest at the maximum rate allowable by law;

f. Awarding plaintiff and the Class their costs and disbursements and reasonable allowances for plaintiff's counsel and experts' fees and expenses; and

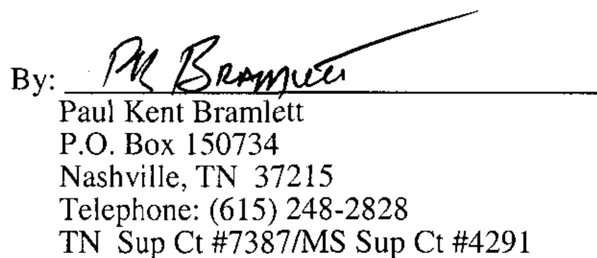
g. Granting such other and further relief as may be just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a jury trial.

Dated: April 16, 2007

BRAMLETT LAW OFFICES



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