

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

VASSILIOS KUKORINIS, on behalf
of himself and any others similarly
situated,

Plaintiff,

v.

WALMART INC.,

Defendant.

Case No. 8:22-cv-02402-VMC-TGW

**PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT
AND MEMORANDUM OF LAW IN SUPPORT THEREOF**

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I. INTRODUCTION

The proposed Settlement creates a cash, non-reversionary common fund of *\$45 million* for the benefit of the Settlement Class Members.¹ The Settlement is an excellent outcome of this Action for the Class. It achieves an estimated recovery of more than 11% of the estimated aggregate overcharges alleged in the Action for in-store purchases at Walmart Stores of Weighted Goods and Bagged Citrus.² The Settlement provides Settlement Class Members with the ability to receive cash payments of up to \$25 without proof of purchase or up to \$500 with documentation of their purchases of Weighted Goods and Bagged Citrus. The Settlement was reached after over six-months of intense negotiation by the parties, multiple mediation sessions conducted by the experienced and highly respected mediator Robert A. Meyer, Esq., briefing on two rounds of motions to dismiss, and the production by Walmart and analysis by Plaintiff and his expert of substantial data and information.

The proposed Settlement Agreement, which is set forth fully as Exhibit 1 to the Donaldson-Smith (“KDS”) Declaration, is fair, reasonable, and adequate and warrants preliminary approval pursuant to Rule 23(e) of the Federal Rules of Civil Procedure. Accordingly, Plaintiff respectfully submits this unopposed motion and memorandum of law in support, seeking preliminary approval of the Settlement, and

¹ Unless otherwise stated or defined, all capitalized terms used herein have the definitions provided in the Stipulation and Agreement of Settlement (“Agreement” or “SA ¶ _”).

² Walmart denies the allegations in the Complaint and Amended Complaint and denies that the claims alleged are amenable to class-wide treatment. Walmart, however, does not oppose conditional certification of the Settlement Class for settlement purposes, nor does Walmart oppose granting of preliminary approval for purposes of effectuating the parties’ Settlement in accordance with the parties’ Agreement. SA ¶¶ 3.9, 4.4, 16.4.

entry of the [Proposed] Order Preliminarily Approving Settlement and Providing for Notice (“Preliminary Approval Order” or “PAO”) (Exhibit A1 to the Agreement).³

As part of the Settlement and proposed plan to provide Settlement Class Members notice of the Settlement (the “Notice Plan”),⁴ direct email notice will be sent to Walmart customers who are likely to have purchased Weighted Goods and Bagged Citrus.⁵ Although a Court order setting dates for the final approval hearing, notice, and settlement-related deadlines (*see* PAO ¶¶ 5, 11–12, 17) needs to await Walmart’s completion of the email collection (which is well underway), the Court may otherwise address Plaintiff’s Motion in the interim (*see* PAO ¶¶ 1–4, 6–10, 13–16, 18–38). Due to the volume of the data being queried, it is a time-consuming process and Walmart expects to identify the emails, along with a count of the number of emails, within the next four to six weeks.

At that time, Plaintiff will provide the Court with: (1) the number of emails for direct notice (which Walmart currently expects to be tens of millions); (2) the start and

³ The PAO seeks, *inter alia*: (1) preliminary approval of the proposed Settlement; (2) certification of the proposed Settlement Class for Settlement purposes only; (3) appointment of Class Counsel and Plaintiff to represent the Settlement Class; (4) appointment of Angeion Group as the Claims Administrator; (5) approval of the Notice Plan; (6) establishment of deadlines and procedures for Settlement Class Members to opt-out or to object; and (7) scheduling of the Final Approval Hearing.

⁴ The Notice Plan is described in the contemporaneously filed Declaration of Steven Weisbrot, Esq. Re: Angeion Group Qualifications & The Proposed Notice Plan (“**Weisbrot Decl.**”). Plaintiff requests that the Court approve Angeion Group (who Plaintiff selected pursuant to a request for proposal process among several experienced administrators, KDS Decl. ¶ 28) as Claims Administrator, to perform the notice and claims administration functions in accordance with the Settlement Agreement. Angeion Group’s extensive experience in designing and implementing class action notice plans, and handling class action settlement administration, *see* Weisbrot Decl. ¶¶ 3–11. *See* PAO ¶ 9.

⁵ Requiring direct email notice (the first time in a Walmart consumer class action settlement of this magnitude) was a significant Settlement term negotiated and insisted upon by Plaintiff; its aim is to maximize Settlement Class Members’ participation in the Settlement.

end dates for notice (which dates are dependent on receipt of and the volume of emails); and (3) if the Court has already entered an order preliminarily approving the proposed Settlement, a form of proposed scheduling order (or, if the Court has not yet ruled on Plaintiff's Motion, an updated form of PAO) identifying the proposed Settlement-related deadlines and timing for the Final Approval Hearing (which are dependent upon the end date for dissemination of the Notice to Settlement Class Members).

II. SUMMARY OF THE ACTION AND SETTLEMENT NEGOTIATIONS

This Action was initiated by the filing of a detailed, well-documented Class Action Complaint in October 2022 asserting nationwide claims against Walmart for alleged violations state consumer protection acts and unjust enrichment. ECF No. 1.

Specifically, Plaintiff alleged that the following conduct caused a Person who Purchased Weighted Goods or Bagged Citrus at a Walmart Store during the Settlement Class Period to pay more than the lowest in-store advertised price for those products: (1) With respect to Weighted Goods, Plaintiff alleged that when the per unit price (e.g., the per pound or per ounce price) appearing on a Shelf Tag and/or displayed at checkout was lower than what appeared on the price label on the product, Walmart's in-store point-of-sale ("POS") system would instead charge a Person at checkout the price on the label, even if that per unit price was higher (*see* Am. Compl. ¶¶ 5, 38–61)⁶; and (2) With respect to Bagged Citrus, Plaintiff alleged that the Shelf

⁶ With respect to Weighted Goods that were nearing expiration, Plaintiff alleged that the yellow

Tags in Walmart Stores displayed a weight that was higher than the weight of the Bagged Citrus appearing on its label and that Persons were charged for more Bagged Citrus than purchased (*see id.* at ¶¶ 6, 62–71).

Class Counsel retained an expert to aid in the review and analyses of forthcoming transaction data and to conduct damages analyses and consulted with industry experts concerning grocery store operations and point of sale systems. KDS Decl. ¶¶ 6–7. On January 25, 2023, the Court entered the Scheduling Order. ECF No. 34. Two weeks later, Plaintiff served forty detailed requests for production on Walmart targeting documents and data critical to Plaintiff's claims. KDS Decl. ¶ 9. Plaintiff prepared and served detailed initial disclosures. *Id.* at ¶ 10. On February 28, 2023, the parties held an in-person meeting in Philadelphia to confer about the discovery requests, which was followed by further telephonic and written conferrals in early March 2023. *Id.* at ¶ 11. On March 20, 2023, Walmart served 64 pages of objections and narrative-form responses. *Id.* at ¶ 12.

Because of Plaintiff's allegations of systemic, POS-system-driven overcharges, Walmart most importantly produced, over several months, over 100 gigabytes of data related to Plaintiff's allegations concerning Weighted Goods and Bagged Citrus. *See* SA ¶ 3.6. As to Weighted Goods, Walmart produced about half a billion lines of transaction-level data from over 4,000 Walmart Stores in the United States and Puerto Rico. KDS Decl. ¶ 13.c. While the transaction-level data provided information such

sticker on the product that advertised the product's reduced price could state a lower per unit price than what the Person was charged for the product in the store. *See* Am. Compl. ¶¶ 7, 72–88.

as the price paid at checkout and the base retail amount for Weighted Goods purchased, the data did not provide personal identifying or contact information of the purchaser associated with each transaction. *Id.* Walmart also produced over four years' worth of aggregate sales and transaction data for each of the Bagged Citrus products. *Id.* ¶¶ 13.b., 13.e. Plaintiff's data and damages expert aided Class Counsel in the interpretation and analysis of the data and calculation of potential damages. *Id.* ¶ 14.

During this time, Plaintiff also responded to Walmart's motion to dismiss the Action in its entirety, which the Court granted in part and denied in part on July 6, 2023. *See id.* at ¶ 23. Plaintiff immediately began the preparation of the Amended Complaint, which he filed promptly on July 20, 2023. *Id.* The Amended Complaint re-alleged Plaintiff's FDUTPA claims on behalf of a nationwide class and re-alleged his multistate consumer protection claims on behalf of a multistate class. ECF No. 56. On August 10, 2023, Walmart filed its partial motion to dismiss the Amended Complaint, to which Plaintiff responded on August 31, 2023. ECF Nos. 60, 63.⁷

Contemporaneously with actively litigating this case, the parties began settlement discussions in late 2022 and proceeded with exchanging information about Plaintiff's claims in earnest in 2023. KDS Decl. ¶ 8. On February 28, 2023, the parties conducted an in-person settlement meeting in Philadelphia. *Id.* at ¶ 11. The parties retained the services of Robert Meyer, who is an experienced JAMS mediator. *Id.* at ¶

⁷ On September 23, 2023, upon notification by the Parties that they had reached a settlement-in-principle, the Court denied without prejudice Walmart's partial motion to dismiss the Amended Complaint. ECF Nos. 64-65.

19. In advance of the mediation sessions, Plaintiff prepared detailed mediation statements for the mediator addressing various issues including liability and damages based on Plaintiff's work with his expert. *Id.* at ¶ 20. On May 24, 2023, the parties attended an all-day mediation at the office of Mr. Meyer in Los Angeles. *Id.* On June 16, 2023, the parties then conducted another full-day mediation session via Zoom. *Id.* Prior to and after these sessions, the parties held numerous conferrals and exchanged, verbally and in writing, information relevant to the parties' claims and defenses. *Id.* at ¶¶ 21–22. Many of these conferrals were facilitated by the mediator, during which Mr. Meyer communicated jointly and separately with the parties' counsel. *Id.*

The parties reached an agreement in principle the week of September 18, 2023, and promptly notified the Court. *Id.* at ¶ 24. Since then, Plaintiff has conducted additional discovery, including confirmatory discovery focused on affirming critical information relayed to Class Counsel during settlement negotiations. *Id.* at ¶ 26. Walmart provided written confirmatory discovery to Class Counsel. *Id.* The parties spent extensive time drafting, negotiating, and finalizing the Settlement Agreement and attachments and executed the Agreement on November 15, 2023. *Id.* at ¶ 27.

III. THE SETTLEMENT TERMS

To resolve all claims in the Action, Plaintiff and his counsel negotiated a \$45 million settlement for the Settlement Class Members. The full terms of the proposed Settlement are set forth in the Settlement Agreement (Exhibit A to the KDS Decl.).

A. The Settlement Class Definition

The Settlement Class includes “all Persons who Purchased Weighted Goods and/or Bagged Citrus in-person at a Walmart retail store, supercenter, or neighborhood market in the United States or Puerto Rico (collectively ‘Walmart Store’) during the Settlement Class Period.” SA ¶ 2.44.⁸ “Purchased” is defined as purchases of Bagged Citrus and/or Weighted Goods, that were made in-person, not for re-sale, and not returned; and the Class Period is October 19, 2018 through and including the date the Court grants the Preliminary Approval Order. SA ¶¶ 2.37, 2.47.

“Weighted Goods” means “variable weight meat, poultry, pork and seafood products that are labeled with a price embedded bar code and designated by Walmart as part of its Department 93 products. At times, Weighted Goods that are nearing their expiration dates may have been labelled with a yellow sticker that provided a discounted “You Pay!” price. The Weighted Goods and their UPCs are listed on Addendum A.” SA ¶ 2.58. “Bagged Citrus” means “the organic oranges, grapefruit, tangerines, and navel oranges sold in bulk in mesh or plastic bags and bearing UPC Codes listed on Addendum B.” SA ¶ 2.5.⁹

B. Settlement Consideration, Settlement Class Release, the Plan of Allocation, and the Claim Form

Walmart will pay the Class Settlement Amount of \$45 million into the Class

⁸ Excluded from the Settlement Class are: (1) the judges presiding over this Litigation and members of their direct families; (2) Walmart Inc.’s directors, officers, and executives; (3) Class Counsel; and (4) Settlement Class Members who submit a valid and timely Opt-Out Request approved by the Court.

⁹ Settlement Addenda A & B are grouped by type of product, and searchable versions of the addenda will be available on the Settlement Website for use by the Settlement Class Members. To make a claim, however, a Settlement Class Member need *not* list UPCs on her Claim Form. *See* SA Ex. 1B.

Settlement Fund, which is an interest-bearing escrow account, within thirty days of the Court entering the PAO. *See* SA ¶¶ 2.11, 2.17, 5.1. Importantly, the Class Settlement Amount is non-reversionary, which means that upon the Effective Date of the Settlement, any and all remaining interest or right of Walmart in the Class Settlement Amount shall be absolutely and forever extinguished. SA ¶ 5.2.

In exchange, upon the Effective Date, Settlement Class Members shall have “fully and forever released, compromised, settled” against Walmart Released Parties (SA ¶ 2.56) each and every Settlement Class Member Released Claim “relating to or arising out of . . . allegations that they paid more than the lowest price advertised in the Walmart Store for Bagged Citrus and/or Weighted Goods during the Settlement Class Period.” SA ¶¶ 2.45, 2.56, & 12.¹⁰

Under the Settlement, as set forth in ¶ 5.3, the Class Settlement Fund will be used to pay Notice and Administration Costs, Taxes and Tax Expenses of the Class Settlement Fund, an Award of Attorneys’ Fees, Costs, and Expenses to Class Counsel approved by the Court, and after the Effective Date of the Settlement, the Net Class Settlement Fund (SA ¶ 2.25) will be allocated to Settlement Class Members as set forth in ¶ 5.4 of the Agreement (the “Plan of Allocation”).

The Plan of Allocation is based on the number of Bagged Citrus and/or Weighted Goods that a Settlement Class Member attests to having purchased during

¹⁰ In the Settlement Agreement, Plaintiff gives a broader release. SA ¶ 12.9. Plaintiff is not receiving any individual or additional compensation for this release. Neither the Settlement Class or Plaintiff are releasing any claims for personal injury or wrongful death. SA ¶¶ 12.3, 12.9.

the Settlement Class Period. SA ¶ 5.4. Without documentation, Settlement Class Members are eligible to submit a Claim Form attesting to having Purchased up to 50, 75, or 100, or more than 100 Weighted Goods and Bagged Citrus products, making them eligible for payments of \$10, \$15, \$20, and \$25, respectively. SA ¶¶ 5.4(a)(i)–(iv). Alternatively, if a Class Member has receipts documenting their Purchases of Weighted Goods and/or Bagged Citrus, such Class Member is eligible to submit a Claim Form to receive 2% of the total price of all of those documented purchases submitted up to \$500. SA ¶ 5.4(a)(v). If the Approved Claimants' aggregate Claims are greater or less than the Net Settlement Fund, the payments will be decreased or increased, as applicable, on a pro rata basis. SA ¶ 5.4(b).¹¹

Class Counsel, in consultation with and based on the liability and damages' analyses conducted on Walmart's data, derived the Plan of Allocation. KDS Decl. ¶ 16. It is based on Walmart's data that established: (1) there was not an overcharge on every Weighted Good and Bagged Citrus purchase during the Settlement Class Period; (2) the estimated, average cost of all Weighted Goods and Bagged Citrus was \$10.30 per product; and (3) the alleged wrongdoing caused an approximate, on average, 2% overcharge on all Weighted Goods and Bagged Citrus purchases. *Id.*¹²

¹¹ The Settlement even provides for supplemental distributions; however, if they are no longer economically feasible, Class Counsel will apply to the Court for a *cy pres* distribution. SA ¶ 5.4(b).

¹² *To illustrate:* A Settlement Class Member who purchased an average of 1.5 Weighted Goods every month during the Settlement Class Period purchased 90 Weighted Goods. She is assumed to have spent approximately \$927 (90 x \$10.30) and overcharged 2% or \$18.50. She may submit a Claim Form attesting to having purchased more than 75 Weighted Goods and be eligible for \$20.00 (subject to proration) without submitting supporting documentation. See SA ¶ 5.4(a)(iii). Alternatively, if she spent more than \$927 and has receipts documenting those purchases of Weighted Goods, she may

In order to receive their cash payments from the Net Settlement Fund,¹³ Settlement Class Members need only fill out and timely submit a simple, straightforward Claim Form (SA Ex. 1B).¹⁴ The Claim Form may be completed and submitted online via the Settlement Website or by emailing or mailing the completed and signed Claim Form to the Claims Administrator. SA ¶ 5.4(c). The Agreement also sets out a process for a Settlement Class Member to cure any deficiencies identified by the Claims Administrator. SA ¶ 5.4(f).

C. Notice to the Class

The proposed Settlement provides for a combination of direct (including by email), digital, and publication notice, which is the best practicable notice of this Settlement to the Settlement Class Members. SA ¶ 6. The Claims Administrator will effectuate the Notice in accordance with the proposed Notice Plan detailed in the Weisbrot Declaration and discussed in Section VI, *infra*.¹⁵ The Settlement and Notice Plan also provide for the establishment of a Settlement Website, www.WalmartWeightedGroceriesSettlement.com, that will contain substantial

elect to submit such receipts and is eligible to receive 2% of the total cost of her documented eligible purchases of Weighted Goods and Bagged Citrus, capped at \$500 (subject to proration). *See* KDS Decl. ¶ 16; SA ¶ 5.4(a)(v).

¹³ Authorized Claimants will be able to receive their cash payment from the Net Settlement Fund by electronic means (such as Venmo, ACH, Zelle, or Virtual MasterCard), or, if requested, by mailed check. SA ¶ 5.4(d). There are no restrictions, limitations, or expiration dates attached to the Claimant's use of the electronic settlement payment. Weisbrot Decl. ¶ 55.

¹⁴ One Claim Form covers all of the Settlement Class Member's Weighted Goods and Bagged Citrus purchases, and therefore, the Settlement Class Member can only submit one Claim Form. The Settlement provides, as a means to deter fraudulent claims, that the Claims Administrator will limit the number of payments made per household (at the same address) absent sufficient documentation of proof of separate purchases by individuals residing at the same address. SA ¶ 5.4(e).

¹⁵ The Notice and Summary Notice to be provided to the Settlement Class Members are attached as Exhibits 1A and 1C to the Settlement Agreement.

information about the Settlement, the Settlement Agreement and all settlement-related Court filings, the Notice and Summary Notice, and a toll-free phone number to handle Class Members' inquiries. Weisbrot Decl. ¶¶ 55–60.¹⁶

D. Settlement Class Members' Ability to Opt-Out or Object

The Settlement also provides, and establishes the deadlines and procedures, for the right of Settlement Class Members to: (a) opt-out or exclude themselves from the Class and Settlement (SA ¶ 9); or (b) object to the Settlement or Class Counsel's application for Attorneys' Fees, Costs, and Expenses (SA ¶ 10). These procedures and deadlines are set forth in detail and summary form in the Notice and Summary Notice (Exs. 1A & 1C) and will also appear on the home page of the Settlement Website.¹⁷ Notably, the Settlement Class Members will have the benefit of Plaintiff's motion in support of final approval of the Settlement and application for an award of Attorneys' Fees, Costs, and Expenses, both of which will be filed with the Court (and put on the Settlement Website) in advance of the opt-out and objection deadline. PAO ¶¶ 24, 32.

E. Attorneys' Fees, Costs, and Expenses

For their efforts in prosecuting the claims and obtaining the Settlement on

¹⁶ In accordance with 28 U.S.C. § 1715(b), Walmart shall provide the CAFA notice to the appropriate governmental authorities not later than ten (10) days after this filing. SA ¶ 7.1.

¹⁷ The opt-out and objection procedures set forth in the Agreement (¶¶ 9–10) and PAO (¶¶ 23–30), which require a timely and signed written submission of simple information, are consistent with the procedures commonly used in class settlements. *See, e.g., In re Equifax Customer Data Sec. Breach Litig.*, No. 1:17-md-2800-TWT, 2020 U.S. Dist. LEXIS 118209, at *220 n.35 (N.D. Ga. Mar. 17, 2020) (collecting cases requiring objections to contain personal contact information and signed statements that the objector is a member of the class); *JWD Auto., Inc. v. DJM Advisory Grp. LLC*, No. 2:15-cv-793, 2017 U.S. Dist. LEXIS 187266, at *4–6 (M.D. Fla. Aug. 15, 2017) (ordering similar procedure for opt-outs and objections); *Horton v. Metro. Life Ins. Co.*, No. 93-cv-1849, 1994 U.S. Dist. LEXIS 21394, at *28 (M.D. Fla. Oct. 25, 1994) (holding that a “group or mass opt-out . . . is improper”).

behalf of the Settlement Class, Class Counsel will apply to the Court for a fee up to 20% of the Class Settlement Amount plus reimbursement of costs and expenses (which costs and expenses will not exceed \$200,000) incurred in connection with the Action, plus any interest on such fees, costs, and expenses at the same rate and for the same periods as earned by the Class Settlement Fund (until paid). SA ¶ 8.1 & Ex. 1A ¶ 16.

IV. THE COURT SHOULD GRANT PRELIMINARY APPROVAL OF THE SETTLEMENT

The Eleventh Circuit “strongly favors the pretrial settlement of class action lawsuits,” *In re United States Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992), “where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain.” *Ferron v. Kraft Heinz Foods Co.*, No. 20-cv-62136, 2021 U.S. Dist. LEXIS 129955, at *14 (S.D. Fla. July 13, 2021). Accordingly, in determining whether to approve a settlement, the Court’s “judgment is informed by the strong judicial policy favoring settlement as well as by the realization that compromise is the essence of settlement.” *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984).

Rule 23(e) governs the approval process for class settlements. Approval of a class settlement occurs in two steps: preliminary approval and final approval. After the court grants preliminary approval, notice of the proposed settlement and its terms are provided to class members who are then given an opportunity to object to the settlement or opt-out of the class and settlement. Final approval follows.

At the preliminary approval stage, the settling parties must provide the Court

with “information sufficient to enable it to determine whether to give notice” of the proposed settlement to the class. Fed. R. Civ. P. 23(e)(1). The Court must determine whether “giving notice is justified by the parties’ showing that the court will *likely* be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B) (emphasis added).

Rule 23(e)(2), as amended in 2018, outlines several factors the Court must consider in determining whether a settlement is fair, reasonable, and adequate:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3)¹⁸; and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). The 2018 Advisory Committee Notes make clear that these factors should be addressed as the “core concerns” but do not displace other “lists of factors” courts have traditionally applied. Courts in the Eleventh Circuit have traditionally evaluated whether a settlement is fair, reasonable, and adequate using the applicable *Bennett* approval factors:

- (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6)

¹⁸ Here, there is no additional agreement required to be identified under Rule 23(e)(3). As noted in note 10, *supra*, the Settlement Agreement ¶ 12.9 provides for a release by Plaintiff that is broader than that of the Settlement Class Members. It is separate from and has no effect on the Settlement Class Members’ claims or releases. Plaintiff is not receiving any additional compensation for this release.

the stage of proceedings at which the settlement was achieved.
737 F.2d at 986 (11th Cir. 1984).¹⁹

Accordingly, Plaintiff addresses all relevant Rule 23(e)(2) factors and notes the *Bennett* factors when applicable. Under all relevant factors, the Settlement here is fair, reasonable, and adequate and is in the best interests of the class.

A. Plaintiff and His Counsel Have Adequately Represented the Settlement Class.

Rule 23(e)(2)(A) focuses on “the actual performance of counsel acting on behalf of the class,” including whether plaintiff and class counsel “had an adequate information base” before entering the settlement.²⁰ 2018 Adv. Comm. Notes. But “early settlements are favored such that vast formal discovery need not be taken.” *Cotter v. Checkers Drive-In Rests., Inc.*, No. 8:19-cv-1386, 2021 U.S. Dist. LEXIS 160592, at *25–26 (M.D. Fla. Aug. 25, 2021) (cleaned up).

Here, Class Counsel vigorously prosecuted this case and had a deep understanding of the strengths and weaknesses of the Settlement Class’s claims prior to settling. Class Counsel’s understanding was developed by, e.g., extensive investigation of the claims prior to and after filing the initial complaint, briefing two rounds of motions to dismiss, substantial discovery, consultation with industry experts, expert data analysis, and confirmatory discovery. KDS Decl. ¶¶ 5–7, 13, 23–26. Class Counsel, who have extensive experience in prosecuting class actions, had

¹⁹ The fifth *Bennett* factor, any opposition to the settlement, is premature as notice has not been sent out. It will be addressed in Plaintiff’s motion for final approval.

²⁰ This factor overlaps with the sixth *Bennett* factor: “the stage of proceedings at which the settlement was achieved.”

sufficient information to evaluate the merits of the case and the risks of continued litigation and negotiated outstanding relief for the Class. *See id.* at ¶ 30 & Ex. B (Firm Resume); *Cotter*, 2021 U.S. Dist. LEXIS 160592, at *25–26.

B. The Proposed Settlement is the Result of Arm’s-length Negotiation.

This factor focuses on whether the settlement negotiations “were conducted in a manner that would protect and further the class interests.” 2018 Adv. Comm. Notes. Here, the Settlement was reached after two all-day sessions with a highly respected independent mediator, Robert A. Meyer of JAMS, with extensive experience in class actions. KDS Decl. ¶¶ 19–23; *see, e.g., See Wilson v. EverBank*, No. 14-cv-22264, 2016 U.S. Dist. LEXIS 15751, at *16 (S.D. Fla. Feb. 3, 2016) (concluding that settlement negotiations overseen by a “nationally renowned” mediator weighed in favor of final settlement approval); *Cotter*, 2021 U.S. Dist. LEXIS 160592, at *22.

C. The Relief Provided for the Class is More Than Adequate.

The \$45 million Settlement provides excellent monetary relief for the class, especially considering the risks of continued litigation. The claims process is fair and straightforward. The amount of attorneys’ fees is below the benchmark award.

1. The Settlement accounts for the costs, risks, and delay of trial and appeals.

“Whether under Rule 23(e)(2)(C) or the *Bennett* factors, it is not the value or nature of the settlement relief alone that is decisive, but whether that relief is reasonable when compared with the relief ‘plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing.’” *Harvey v. Hammel & Kaplan*

Co., LLC, No. 3:19-cv-640, 2020 U.S. Dist. LEXIS 229017, at *17 (M.D. Fla. Dec. 7, 2020) (quoting *Krell v. Prudential Ins. Co. of Am.*, 148 F.3d 283, 322 (3d Cir. 1998)). The monetary relief offered by the Settlement is more than adequate standing alone but especially when considering the risks of continued litigation.²¹

Based on expert data analysis, Class Counsel estimated that maximum recovery ranged between \$331 million and \$421 million for a *nationwide* class—which assumes that Plaintiff was successful on all claims alleged, defeated Walmart’s pending motion to dismiss challenging Plaintiff’s nationwide claims, obtained certification of a nationwide class, survived summary judgment, won at trial, and survived lengthy appeals. *See* KDS Decl. ¶ 17. Thus, \$45 million represents between 11% and 14% recovery of the total maximum liability if Plaintiff would have been completely successful in trying this case. *Id.*; *see, e.g., In re Health Ins. Innovations Sec. Litig.*, No. 8:17-cv-2186, 2021 U.S. Dist. LEXIS 61051, at *24 (M.D. Fla. Mar. 23, 2021) (approving a settlement fund of 10% of the estimated value); *Gevaerts v. TD Bank*, No. 1:14-cv-20744-RLR, 2015 U.S. Dist. LEXIS 150354, at *19 (S.D. Fla. Nov. 5, 2015) (same); *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988) (“A settlement can be satisfying even if it amounts to a hundredth or even a thousandth of a single percent of the potential recovery.”).

For each Approved Claimant, based on Class Counsels’ and Plaintiff’s expert’s

²¹ This factor overlaps with the first through fourth *Bennett* factors: the likelihood of success at trial; the range of possible recovery; the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; and the complexity, expense and duration of litigation.

analyses of the data reflecting the average purchase price of Weighted Goods and Bagged Citrus was \$10.30 and that the alleged wrongdoing caused a 2% overcharge on all Weighted Goods and Bagged Citrus, Settlement Class Members who submit Approved Claims are eligible to receive payments of \$10 to \$500 that represent substantial, if not full recoveries, on their actual damages. *See* KDS Decl. ¶ 16; *supra* note 12; SA ¶¶ 5.4(a)(i)–(v). And even if the claims rate here is relatively high, and there is a pro rata decrease, Approved Claimants should still receive a substantial recovery because the range of average damage was \$1.22 to \$1.78 for each Weighted Good and Bagged Citrus for which there *was* an overcharge. *See* KDS Decl. ¶ 16; Am. Compl. ¶¶ 45–57, 60, 66–67, 70, 80, 82; *see, e.g., Carlotti v. Asus Comput. Int’l*, No. 18-cv-03369, 2020 U.S. Dist. LEXIS 108917, at *11 (N.D. Cal. June 22, 2020) (granting final approval in a case with a 4.02% claims rate where the notice program included “direct email notice, publication in People Magazine and Time, and ad impressions”); *Shuman v. SquareTrade Inc.*, No. 20-cv-02725, 2023 U.S. Dist. LEXIS 34302, at *9 (N.D. Cal. Mar. 1, 2023) (describing a 6% claims rate as “healthy” where notice included postcards to some class members and emails to others); *Poertner v. Gillette Co.*, 618 Fed. App’x 624, 626 & n.1 (11th Cir. 2015) (approving settlement in consumer-retail case with claims rate of less than 1%).

Moreover, continuing litigation posed real risks here. For example, Walmart argued that: (a) most of the Class’s claims were barred by a prior settlement and the Court’s July Motion to Dismiss Order; (b) a litigation class is not certifiable; (c) Plaintiff could not overcome hurdles of proof of misrepresentations on the Shelf Tags

in over 4,000 Walmart Stores; and (d) it complied with all applicable laws. *See, e.g., Harvey*, 2020 U.S. Dist. LEXIS 229017, at *17–18 (noting that the “possibility that Defendant could prevail on the merits or defeat contested class certification” weighs in favor of approval). And the claims here are complex and would involve extensive expert battles about the data, liability, and damages. *See Williams v. New Penn Fin., LLC*, No. 3:17-cv-570, 2019 U.S. Dist. LEXIS 106268, at *15 (M.D. Fla. May 8, 2019).

The Settlement, however, makes \$45 million available, now, for the benefit of the Settlement Class. *Ferron*, 2021 U.S. Dist. LEXIS 129955, at *34 (“[T]he immediate benefit provided by a settlement—compared to the time required to litigate class actions involving complex claims and defenses—weighs in favor of deeming a settlement fair, reasonable, and adequate.”).

2. The Settlement provides for an effective method of processing claims and distributing relief to the Settlement Class Members.

Under this factor, the Court “scrutinize[s] the method of claims processing to ensure that it facilitates filing legitimate claims” and “should be alert to whether the claims process is unduly demanding.” 2018 Adv. Comm. Notes.

To claim cash payments, Settlement Class Members need only fill out a simple Claim Form. SA Ex. 1B. The Claim Form may be submitted via the Settlement Website, email, or mail. SA ¶ 5.4(c). Requiring a Settlement Class Member to make a Claim in order to receive a payment under the Settlement is fair and reasonable here because not all Settlement Class Members can be identified in Walmart’s records and, notably, given the small dollar amounts at issue for each individual overcharge, it

“maximize[s] the opportunity available to each class member,” who is willing to “take the minimal step of returning the simple Claim Form[,] to receive [a] larger amount.” *Lee v. Ocwen Loan Servicing, LLC*, 2015 U.S. Dist. LEXIS 121998, at *57 (S.D. Fla. Sept. 14, 2015); accord *Roth v. Geico Gen. Ins. Co.*, No. 16-cv-62942, 2021 U.S. Dist. LEXIS 23105, at *25 (S.D. Fla. Feb. 8, 2021).

The Claim Form is not demanding but designed to facilitate legitimate claims by asking the Settlement Class Member to: (a) provide her contact information; (b) chose one of two options (either submit a documented or documented claim) and give examples of the products purchased; and (c) attest under penalty of perjury as to the accuracy of the information provided. See SA Ex. 1B. While a Settlement Class Member may elect to submit documentation to seek more than \$25 and up to \$500, no receipts or documentation are otherwise necessary to submit a Claim. SA ¶ 5.4(a)(i)–(iv). The claims process here is not demanding but is, instead, straightforward and designed to encourage claims. See *Poertner*, 618 F. App’x at 628 (affirming approval of settlement where \$6 “could be claimed without proof of purchase” by the use of a “straightforward” claim form that asked for “class member’s contact information, the number of packages purchased, the type and size of the batteries, the purchase location, and the devices in which the batteries were used”).²²

²² Importantly, processes are being employed to identify and protect against fraudulent claims. A principal part of the Notice Plan is the use of emails for consumers who were identified as likely to be purchasers of the Weighted Goods and Bagged Citrus products. Weisbrot Decl. ¶¶ 23–32. Additionally, the Claims Administrator is implementing proprietary fraud detection systems to detect fraudulent claims and protect deserving claimants. *Id.* at ¶¶ 61–64. In addition, a Claimant will be given an opportunity to cure deficient or rejected Claims, but no discovery will be allowed in connection with processing any Claim Form. See SA ¶ 5.4(f)–(g); PAO ¶¶ 20–21.

3. The terms of the proposed award of attorneys' fees are reasonable.

The Settlement provides a \$45 million non-reversionary common fund. SA ¶¶ 5.1–5.2. Class Counsel will seek up to, but not to exceed, 20% of the Class Settlement Amount plus reimbursement of costs and expenses (which costs and expenses will not exceed \$200,000) plus interest at the same rate and for the same periods as earned by the Class Settlement Fund (until paid). SA ¶ 8.1 & Ex. 1A ¶ 16. At this preliminary stage the Court need not finally approve the fees or expenses. Rather, it need only determine that the proposal is reasonable for the purposes of providing notice to the Settlement Class Members. *See, e.g., Holmes v. Wca Mgmt. Co., L.P.*, No. 6:20-cv-698, 2021 U.S. Dist. LEXIS 84518, at *27 (M.D. Fla. May 3, 2021), R&R adopted at 2021 U.S. Dist. LEXIS 90692. A proposed request for attorneys' fees of up to 20% of the Class Settlement Amount is below the benchmark awarded in this Circuit. *See, e.g., Camden I Condo. Ass'n v. Dunkle*, 946 F.2d 768, 775 (11th Cir. 1991) (describing “25% as a ‘bench mark’ percentage fee award”). Further, Class Counsel will not receive any fees or expenses until after the Court grants final approval of the fee and expense application. SA ¶ 8.2.

D. The Proposed Settlement Treats Class Members Equitably Relative to Each Other.

Rule 23(e)(2)(D) requires courts to evaluate whether the settlement treats class members equitably relative to one another. As discussed above, Settlement Class Members may make a claim in one of five different tiers for amounts that correspond to their average alleged overpayments, as estimated by Class Counsel's data analysis;

or, alternatively, a claimant with documented claims may be eligible for more than \$25. SA ¶ 5.4. Both analyses are calculated based on the same estimates and assumptions about damages. *See* KDS Decl. ¶ 16. And all Approved Claimants are equally subject to a pro rata increase or decrease, and supplemental distributions, depending on the total amount of the Approved Claimants' claims relative to the Net Settlement Fund amount. SA ¶ 5.4(b). Thus, the Settlement treats Settlement Class Members equitably relative to each other. *See Harvey*, 2020 U.S. Dist. LEXIS 229017, at *18-19 (approving settlement where class members were to “receive a settlement payment commensurate with their respective amount paid over their discounted Hospital Bill amount”); *Cotter*, 2021 U.S. Dist. LEXIS 160592, at *23 (approving \$5.00 vouchers for undocumented claims and up to \$5,000 for documented claims).

V. THE COURT SHOULD CONDITIONALLY CERTIFY THE CLASS²³

At this stage of the case, the Court need only preliminarily determine that class treatment is appropriate to conditionally certify a Settlement Class for the purpose of giving Notice pursuant to Fed. R. Civ. P. 23(e)(1)(B). *See* PAO ¶ 2.

A. Plaintiff Has Standing.

The Court must first find that plaintiff has individual and “class representative standing” to assert claims on behalf of the absent class members. *Fox v. Ritz-Carlton Hotel Co., LLC*, 977 F.3d 1039, 1046 (11th Cir. 2020). Here, Plaintiff has both. Regarding individual, constitutional standing, Plaintiff alleged facts to show he was

²³ As noted above, Walmart does not object to conditionally certifying the Settlement Class for settlement purposes only. SA ¶¶ 3.9, 4.4, 16.4.

overcharged by Walmart, and injured by such overcharge, when he purchased Weighted Goods and Bagged Citrus. *See* Am. Compl. ¶¶ 45–61, 66–68, 70, 79–82. A favorable decision would redress those injuries by awarding Plaintiff damages against Walmart. *See Fox*, 977 F.3d at 1047. Plaintiff also has “class representative standing.” The class standing “inquiry focuses on the relation between the class representative’s injuries and those he alleges on behalf of the class.” *Id.* at 1046. Plaintiff and the Settlement Class Members have suffered the same economic injury from Walmart’s overcharging on Weighted Goods and Bagged Citrus. *See id.*

B. The Settlement Class is Adequately Defined.

“[A] proposed class is ascertainable if it is adequately defined such that its membership is capable of determination.” *Cherry v. Dometic Corp.*, 986 F.3d 1296, 1304 (11th Cir. 2021). Class membership is capable of determination if it references objective criteria from which a potential class member may determine if she is in or out of the class. *See, e.g., Preman v. Pollo Operations, Inc.*, No. 6:16-cv-443, 2018 U.S. Dist. LEXIS 79065, at *17 (M.D. Fla. Apr. 12, 2018). Here, the class is defined with objective criteria that permit class members to determine if they are in the Settlement Class, i.e., Purchasers of Weighted Goods or Bagged Citrus. *See, e.g., Ferron*, 2021 U.S. Dist. LEXIS 129955, at *51–52 (“The Court finds the Settlement Class is ascertainable because the criteria for class membership is objectively defined, making self-identification by Class Members possible and membership in the class is capable of

determination by others as well.”).²⁴

C. The Settlement Class Satisfies the Requirements of Rule 23(a).

1. The Settlement Class Members are too numerous to be joined.

Rule 23(a)(1) requires that the class be “so numerous that joinder of all members is impracticable.” Classes of more than 40 members are sufficiently numerous. *See Narvaez v. Law Offices of Antonio Duarte, III, P.A.*, No. 8:14-cv-1646, 2015 U.S. Dist. LEXIS 37744, at *4 (M.D. Fla. Mar. 25, 2015); *Ferron*, 2021 U.S. Dist. LEXIS 129955, at *48 (S.D. Fla. July 13, 2021) (noting that a plaintiff need not know “the exact number or identity” of class members). Here, the standard is easily met because there are millions of Settlement Class Members. *See* KDS Decl. ¶ 15.

2. There are common questions of law and fact.

Rule 23(a)(2) requires that there are “questions of law or fact common to the class.” This prerequisite does not require that all questions of law or fact be common, but rather, “a single common question will do.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 359 (2001). “The threshold for commonality is not high.” *Narvaez*, 2015 U.S. Dist. LEXIS 37744, at *5 (quoting *Cheney v. Cyberguard*, 213 F.R.D. 484, 490 (S.D. Fla. 2003)). Commonality is established where, as here, “there are allegations of common conduct or standardized conduct by the defendants directed towards members of the proposed class.” *Id.* (quoting *Strube v. American Equity Investors Life Ins. Co.*, 226 F.R.D.

²⁴ Administrative feasibility is not a requirement for class certification. *Cherry*, 986 F. 3d at 1304. And to the extent that administrative feasibility is still relevant to class certification, it is only relevant as to the “manageability criterion” of Rule 23(b). *Id.* But manageability is not at issue for a settlement class. *See Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997), *infra* at pages 25–26.

688, 695 (M.D. Fla. 2005)). As discussed below in connection with the predominance requirement, there are multiple common questions.

3. Plaintiff's claims are typical of the Settlement Class.

Rule 23(a)(3) requires that the “claims or defenses of the representative parties [be] typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3). “The focus of Rule 23(a)(3) typicality is whether the class representative’s interests are aligned with the proposed class so as to stand in their shoes for the purposes of the litigation and bind them in a judgment on the merits.” *Narvaez*, 2015 U.S. Dist. LEXIS 37744, at *6. Typicality is met “if the claims or defenses of the class and class representative arise from the same event or pattern or practice and are based on the same theory.” *Northrup v. Innovative Health Ins. Partners, LLC*, 329 F.R.D. 443, 452 (M.D. Fla. 2019).

Here, Plaintiff and Settlement Class Members have the same claims arising from Walmart’s alleged systemic practices of employing its POS system to overcharge for Weighted Goods and Bagged Citrus. Am. Compl. ¶¶ 5–7.

4. Plaintiff and Class Counsel have and will fairly and adequately protect the interests of the class.

Rule 23(a)(4) tests whether the “representative parties will fairly and adequately protect the interests of the class.” The adequacy test is two-pronged. First, the inquiry tests the qualifications of counsel to represent the class. In making this determination, the court must consider proposed Class Counsel’s: (1) work in identifying or investigating potential claims; (2) experience in handling class actions or other complex litigation and the types of claims asserted in the case; (3) knowledge of the

applicable law; and (4) resources committed to representing the class. Fed. R. Civ. P. 23(g)(1)(A)(i)-(iv). Second, it unravels any conflicts between the Class Representative and the class he seeks to represent. *See Narvaez*, 2015 U.S. Dist. LEXIS 37744, at *7.

Class Counsel conducted extensive legal and factual investigations into the alleged claims prior to filing the initial complaint, as evidenced by its detailed allegations. KDS Decl. ¶ 5. Class Counsel have decades of experience in prosecuting complex class actions and a deep knowledge of applicable law. *Id.* at ¶ 30. Class Counsel have committed significant time and resources into prosecuting this case, including motion practice, discovery, expert discovery, and mediation. *E.g., id.* at ¶¶ 23, 29. Plaintiff has, unquestionably, been a stalwart advocate for Walmart shoppers and specifically the proposed Settlement Class. *Id.* at ¶ 31. Plaintiff and Class Counsel do not have any conflicts of interest with the Settlement Class. Thus, the Court should certify Plaintiff as Class Representative and appoint Kimberly M. Donaldson-Smith, Nicholas E. Chimicles, and Zachary P. Beatty as Class Counsel. PAO ¶ 4.

D. The Settlement Class Meets the Requirements of Rule 23(b)(3).

In addition to the Rule 23(a) requirements, a class must meet the predominance and superiority requirements of Rule 23(b)(3). To certify a class under Rule 23(b)(3), the Court must find that:

[T]he questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

Fed. R. Civ. P. 23(b)(3). When “[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present

intractable management problems . . . for the proposal is that there will be no trial.” *Amchem Prods.*, 521 U.S. at 620.

First, common issues regarding Walmart’s liability predominate. For example, whether (as Plaintiff alleges) Walmart’s POS system falsely inflated the price of Weighted Goods, whether its POS system erroneously calculated “You Pay” prices, and whether Walmart falsely advertised the weight of Bagged Citrus are central to each Class Member’s claims. *See, e.g., Schojan v. Papa John’s Int’l*, 303 F.R.D. 659, 669 (M.D. Fla. 2014) (predominance satisfied where “[p]laintiffs allege[d] that Papa John’s course of conduct commonly, and adversely, affected the entire class.”).

Second, the proposed Settlement Class also satisfies the superiority requirement, which is focused on “the relative advantages of a class action suit over whatever other forms of litigation might be realistically available to the plaintiffs.” *Klay v. Humana, Inc.*, 382 F.3d 1241, 1269 (11th Cir. 2004); *see also* Fed. R. Civ. P. 23(b)(3)(A)–(D). Here, given that, when there is an overcharge on the affected product it is on average well under \$2.00, Settlement Class Members are unlikely to bring individual lawsuits against Walmart. *See* KDS Decl. ¶ 16; Am. Compl. ¶¶ 45–57. And because the Settlement Class Members number in the millions, class-wide resolution of their claims in a single action is far more efficient than individual actions.²⁵

²⁵ That this case alleged nationwide FDUTPA claims, and claims under similar state consumer protection statutes, is not a barrier to certification of the Settlement Class. “[W]hile choice-of-law analyses may have presented manageability problems in resolving claims in contested class and litigation proceedings, it is not a factor in the nationwide settlement context that the Parties propose.” *Burrow v. Forjas Taurus S.A.*, No. 16-cv-21606, 2019 U.S. Dist. LEXIS 63893, at *23 (S.D. Fla. Mar. 15, 2019) (*Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 297 (3d. Cir. 2011)); *accord Berman v. GM Ltd. Liab.*

VI. THE COURT SHOULD APPROVE THE PROPOSED FORM AND METHOD OF CLASS NOTICE

Rule 23(c)(2) requires that, when a court certifies a class for settlement purposes, “the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by . . . United States mail, electronic means, or other appropriate means.” Especially in retail-consumer class action settlements, “[n]either due process nor Rule 23 requires that class members receive actual notice, and publication notice is appropriate where class members’ names and addresses cannot be determined with reasonable efforts.” *Carter v. Forjas Taurus S.A.*, No. 1:13-cv-24583, 2016 U.S. Dist. LEXIS 96054, at *21 (S.D. Fla. July 22, 2016) (citing *Juris v. Inamed Corp.*, 685 F.3d 1294, 1321 (11th Cir. 2012)).²⁶

Here, the Notices and Notice Plan do much more and amply satisfy Rule 23(c)(2). Indeed, the Notice Plan is like the one in *Cotter*, 2021 U.S. Dist. LEXIS 160592, at *19, in which this Court approved a notice program that consisted of

Co., No. 2:18-cv-14371, 2019 U.S. Dist. LEXIS 200947, at *30 (S.D. Fla. Nov. 15, 2019). Indeed, courts within this circuit have certified nationwide settlement classes in cases asserting claims under the FDUTPA and similar state consumer protection statutes. *See, e.g., Ferron* 2021 U.S. Dist. LEXIS 129955, at *9 (class action alleging claims under FDUTPA and similar state laws, granting final approval of a nationwide class); *accord Kukorinis v. Walmart, Inc.*, No. 19-cv-20592, 2021 U.S. Dist. LEXIS 259110, at *6 n.4 (S.D. Fla. Sept. 20, 2021); *Burrow v. Forjas Taurus S.A.*, No. 16-cv-21606, 2019 U.S. Dist. LEXIS 151734, at *5 (S.D. Fla. Sept. 6, 2019); *Sanchez-Knutson v. Ford Motor Co.*, No. 14-cv-61344, 2017 U.S. Dist. LEXIS 96560, at *4 (S.D. Fla. June 20, 2017) (granting final approval to nationwide settlement after having previously certified a Florida-only class asserting FDUTPA claim, at 2016 U.S. Dist. LEXIS 205138).

²⁶ For example, in a case alleging that defendant made certain misrepresentations when selling its ground coffee through retailers to consumers, the court approved a notice plan that only included a settlement website and a digital media campaign but *not* direct mail or email notice. *Ferron*, 2021 U.S. Dist. LEXIS 129955, at *16–19.

“targeted digital banner ads, Facebook ads, a printed publication in USA Today, and direct notice via email to the more than 700,000 members of Checkers’ ‘Flav-R-Hood’ loyalty program.” The Notice Plan is robust, and it is designed to notify all potential class members of their legal rights, direct them to the Settlement Website, and encourage them to make claims under the Settlement. *See* Weisbrot Decl. ¶¶ 17–60.

The Notice Plan has two core components. *First*, the Claims Administrator will issue direct notice via email to potential class members that Walmart has identified in its records as having a likelihood of having purchased Weighted Goods or Bagged Citrus during the Settlement Class Period. *Id.* at ¶¶ 23–31. The email notice is straightforward and directs the recipient to the Settlement Website. Weisbrot Decl. Ex. B. The Claims Administrator will follow best practices to validate the email addresses, increase deliverability, and prevent the email from being relegated to the recipient’s spam folder. *Id.* at ¶¶ 28–29. In addition, the Claims Administrator will then issue a *second email* to valid email addresses to remind Settlement Class Members to submit their Claim Forms. *Id.* at ¶ 32 & Ex. C.

Second, the Claims Administrator will issue a large-scale, state-of-the-art Media Notice campaign. *Id.* at ¶¶ 33–49. This includes a targeted digital media campaign that will deliver banner ads, social media ads, and paid search ads. *See id.* & Ex. D (banner ads samples), Ex. E (social media ads examples).

Combined, the direct and media notice campaigns are designed to deliver 394 million impressions to reach 80.15% of the target audience, which is based on objective

industry-standard marketing data, with an average frequency of 3.25 times. *Id.* at ¶¶ 21, 34, 65–66. In addition, but not counted within the reach, the Claims Administrator will issue a press release to garner earned media, such as local news outlets picking up the story, and a half-page ad in People magazine with a QR code that directs readers to the Settlement Website. *Id.* at ¶¶ 50, 52, 66 & Ex. F (People magazine notice). Notice and Administration costs will be paid out of the Settlement Fund. SA ¶ 5.3(a).

The Claims Administrator will establish a toll-free phone number and a user-friendly Settlement Website, which will make available important documentation, including the Notice and online claim form. Weisbrot Decl. ¶¶ 55–60. All forms of notice issued to the Class will direct them to the Settlement Website.

In addition, the forms of Notice comply with Rule 23(c)(2). The Summary Notice (which is Ex. 1C to the SA and part of the direct email notice (Ex. B to the Weisbrot Decl.)) and the long-form Notice (Ex. 1A to the SA) available on the Settlement Website collectively inform the Settlement Class Members of: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3). *See* Fed. R. Civ. P. 23(c)(2). Further, the Notices both comply with Rule 23(h)(1)'s requirement of notifying class members of Class Counsel's intent to apply for and the amount of attorneys' fees of up to 20% of the Settlement Amount plus reimbursement of costs and

expenses (which costs and expenses will not exceed \$200,000), to be paid from the Class Settlement Fund, and that Class Counsel's motion will be available on the Settlement Website. SA ¶ 8.1, Ex. 1A ¶ 16, Ex. 1C.

VII. PROPOSED SCHEDULE OF SETTLEMENT EVENTS

As explained on pages 2–3, *supra*, once Walmart has completed its search for potential Class Member emails, Plaintiff will make a supplemental filing that provides the Court with: (1) the number of emails for direct Notice (which Walmart currently expects to be tens of millions); (2) the start and end dates for Notice (which dates are dependent on receipt of and the volume of emails); and (3) if the Court has already entered an order preliminarily approving the proposed Settlement, a form of proposed scheduling order (or, if the Court has not yet ruled on Plaintiff's Motion, an updated form of PAO) identifying the proposed Settlement-related deadlines and timing for the Final Approval Hearing (which are dependent upon the end date for dissemination of the Notice to Settlement Class Members).

VIII. CONCLUSION

For all the foregoing reasons, Plaintiff respectfully requests that the Court: (1) preliminarily approve the proposed Settlement; (2) certify the proposed Settlement Class for Settlement purposes only; (3) appoint Class Counsel and Plaintiff to represent the Settlement Class; (4) appoint Angeion Group as the Claims Administrator; (5) approve the Notice Plan; (6) establish procedures for Settlement Class Members to opt-out or to object; and, upon Plaintiff's supplemental submission discussed in Section VII, (7) set settlement-related deadlines and schedule the Final Approval Hearing.

Dated: November 16, 2023

Respectfully submitted,

/s/ Kimberly M. Donaldson-Smith

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*Attorneys for Plaintiff and the Putative
Class*

LOCAL RULE 3.01(g) CERTIFICATION

This certifies that Plaintiff's counsel conferred with Walmart's counsel regarding this Motion and Walmart's counsel does not oppose the relief requested herein.

/s/ Kimberly M. Donaldson-Smith
Kimberly M. Donaldson-Smith

CERTIFICATE OF SERVICE

I hereby certify that on November 16, 2023, the foregoing document was served on Defendant's counsel by the Court's electronic filing system.

/s/ Kimberly M. Donaldson-Smith
Kimberly M. Donaldson-Smith

**CHIMICLES SCHWARTZ KRINER
& DONALDSON-SMITH LLP**

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**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

VASSILIOS KUKORINIS, on behalf
of himself and any others similarly
situated,

Plaintiff,

v.

WALMART INC.,

Defendant.

Case No. 8:22-cv-02402-VMC-TGW

**DECLARATION OF KIMBERLY M. DONALDSON-SMITH
IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF THE
CLASS ACTION SETTLEMENT**

I, Kimberly M. Donaldson-Smith, declare under penalty of perjury, pursuant to
28 U.S.C. § 1746:

1. I am an attorney duly licensed to practice in the Commonwealth of
Pennsylvania, and I am admitted *pro hac vice* to the United States District Court for the
Middle District of Florida to appear in this matter.

2. I am a partner of the law firm of Chimicles Schwartz Kriner & Donaldson-Smith LLP (CSKD) and counsel of record for Plaintiff, Vassilios Kukorinis.

3. I respectfully submit this declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of the Class Action Settlement, as set forth in the Stipulation and Agreement of Settlement, dated November 15, 2023 ("Agreement"). Unless otherwise defined, capitalized terms used herein have the same meaning as set forth in the Agreement.

4. True and correct copies of the following documents are attached hereto:

Exhibit A	Stipulation and Agreement of Settlement, dated November 15, 2023, with the following exhibits thereto ("Agreement"): Exhibit 1 [Proposed] Preliminary Approval Order Exhibit 1A Notice Exhibit 1B Claim Form Exhibit 1C Summary Notice Exhibit 2 [Proposed] Judgment and Order of Dismissal Addendum A Weighted Goods Addendum B Bagged Citrus
Exhibit B	Firm Resume of Chimicles Schwartz Kriner & Donaldson-Smith LLP

5. Class Counsel conducted extensive investigation into Plaintiff's claims, both of factual and legal nature, prior to filing the initial complaint, ECF No. 1.

6. Anticipating that data would be critical to this case, Class Counsel engaged Plaintiff's data expert, Mr. Matthew E. Pohl, M.S., of Herculean Litigation Solutions, on December 29, 2022. Mr. Pohl has extensive experience in complex civil litigation and specializes in class action damages and data. Mr. Pohl's curriculum vitae is available here: [CV of Matthew E. Pohl, M.S.](#)

7. Class Counsel also consulted with industry experts concerning grocery store operations and point of sale systems.

8. Contemporaneously with actively litigating this case, the parties began settlement discussion in late 2022 and proceeded with exchanging information about Plaintiff's claims in earnest in 2023.

9. On February 8, 2023, Plaintiff served forty detailed requests for production on Walmart. These requests sought documents and data critical to Plaintiff's class allegations and damages.

10. On February 13, 2023, Plaintiff served detailed initial disclosures.

11. On February 28, 2023, the parties held an in-person meeting in Philadelphia to (a) confer about Plaintiff's requests for production, which was followed by further calls and written correspondence that continued into early March 2023, and (b) discuss settlement in anticipation of mediation.

12. On March 20, 2023, Walmart served 64 pages of objections and narrative-form responses, which described, for example, certain functions of and data included in Walmart's point-of-sale ("POS") system.

13. Walmart produced over 100 gigabytes of data in this Litigation. Descriptions of the various data productions are below in subparagraphs (a)–(e). Walmart initially produced this data pursuant to Federal Rule of Evidence 408, but as the litigation proceeded and at Class Counsel's request, on August 11, 2023, Walmart re-produced them without the Rule 408 designation (but designated as Highly Confidential under the parties' confidentiality agreement).

a. On April 19, 2023, Walmart produced an exemplar of transactions for Weighted Goods.

b. On May 12, 2023, Walmart produced sales data for Bagged Citrus, but excluding Navel Oranges, for Walmart Stores nationwide from October 13, 2018 to April 28, 2023. This data included, for example, the number of Bagged Citrus sold and its actual weight.

c. On May 14, 2023, Walmart produced transaction-level data for Weighted Goods from over 4,000 Walmart Stores nationwide covering the period from June to December 2022. This included 450 million lines of data. The transaction-level data provided information such as the price paid at checkout and the base retail amount, but the data did not provide personal identifying or contact information of the purchaser associated with each transaction.

d. On June 5, 2023, Walmart then produced additional Weighted Goods transaction data from Walmart Stores nationwide covering July 2019, 2020, and 2021 for Walmart Stores nationwide.

e. On June 15, 2023, Walmart produced sales data for Bagged Citrus, this time for navel oranges, for Walmart Stores nationwide from June to October 2019, 2020, 2021, and 2022. This data included, for example, the number of bags of navel oranges sold and their actual weight.

14. Plaintiff's data and damages expert aided Class Counsel in the interpretation and analysis of the data and calculation of potential damages.

15. From the data analysis, which reflected billions of transactions, Class Counsel estimates that there are millions of Class Members.

16. Class Counsel, in consultation with and based on the liability and damages' analyses conducted on Walmart's data, derived the plan of allocation, as set forth in the Agreement at paragraph 5.4(a)(i)–(v). The data analysis reflected that during the Settlement Class Period: (a) there was not an overcharge on every Weighted Good and Bagged Citrus purchase; (b) the average purchase price of Weighted Goods and Bagged Citrus was \$10.30; (c) the range of average damage was \$1.22 to \$1.78 for each Weighted Good and Bagged Citrus for which there *was* an overcharge; and (d) the alleged wrongdoing caused a 2% overcharge on the total amount of Weighted Goods and Bagged Citrus sold by Walmart.

17. From the data, Class Counsel estimated that the maximum recovery, assuming Plaintiff was completely successful through trial and appeals in pursuing a certified nationwide class, ranged between \$331 million and \$421 million for a nationwide class. The Settlement Amount of \$45 million represents between 11% and 14% recovery of the total maximum liability if Plaintiff would have been completely successful in trying this case on behalf of a nationwide class.

18. Walmart produced over 1,000 pages of documents, plus schedules providing detailed information, *inter alia*, about Walmart Stores and the affected Weighted Goods and Bagged Citrus.

19. In early 2023, the Parties engaged the services of Robert Meyer, Esquire, an experienced and nationally recognized mediator with JAMS. *See*

<https://www.jamsadr.com/meyer/>. In addition to extensive experience mediating settlements of complex litigation, Mr. Meyer has specifically mediated settlements in numerous class actions against retailers and manufacturers of consumer products, including claims of product defects, pricing misrepresentation, and unfair competition.

Id.

20. The parties participated in an all-day in-person mediation with Mr. Meyer at his office in Los Angeles on May 23, 2023. The parties did not reach a settlement during the May mediation but agreed to continue discussions with Mr. Meyer's assistance and scheduled a second mediation to continue settlement negotiations. On June 16, 2023, the parties held a second mediation with Mr. Meyer by Zoom. In advance of the mediation sessions, Plaintiff prepared detailed mediation statements for the mediator addressing various issues including liability and damages based on Plaintiff's work with his expert.

21. The parties did not reach a settlement during the June mediation, but the parties continued to negotiate with the assistance of Mr. Meyer for the next three months, including numerous phone calls, zoom meetings, and written correspondence.

22. Prior to and after these two formal mediation sessions, the parties held numerous conferrals and exchanged, verbally and in writing, information relevant to the parties' claims and defenses. Many of these conferrals were facilitated by the mediator, during which Mr. Meyer communicated jointly and separately with the parties' counsel.

23. While settlement negotiations and the mediation process were ongoing, the parties continued to litigate on a dual-track basis, including briefing on two rounds of motions to dismiss and preparing of an amended complaint. For example, on February 3, 2023, Plaintiff filed his opposition to Walmart's motion to dismiss, which the Court granted in part and denied in part on July 6, 2023. ECF Nos. 25, 37, 52. Plaintiff immediately began the preparation of the Amended Complaint, which he filed promptly on July 20, 2023. ECF No. 56. As another example, on July 27, 2023, Plaintiff served a deposition notice under Rule 30(b)(6) of the Federal Rule of Civil Procedure, which included 17 detailed topics and many with numerous subtopics. The parties discussed potential witnesses and calendared dates for the depositions.

24. During the week of September 18, 2023, through Mr. Meyer, the parties reached an agreement in principle.

25. Accordingly, the Settlement resulted from extensive arm's-length negotiations between experienced counsel with an understanding of their respective positions in this litigation, assisted by Mr. Meyer, a highly experienced mediator.

26. Since reaching an agreement in principle, Plaintiff has conducted additional discovery. And on September 21, 2023, Plaintiff issued requests for confirmatory discovery focused on affirming critical information relayed to Class Counsel during settlement negotiations. Walmart provided written responses to Class Counsel.

27. Since reaching the agreement in principle, Class Counsel have spent extensive time drafting and negotiating the Settlement Agreement and attachments.

28. After consideration of competing proposals submitted by several claims administrators, Class Counsel selected and is proposing for Court approval the Angeion Group, as the Claims Administrator for the Settlement. Angeion has extensive experience in serving as the notice and claims administrator in complex class actions (among others). *See generally* Weisbrot Decl.

29. Class Counsel have committed significant time and resources into prosecuting this case, including, for example, pre-suit investigation, briefing motions to dismiss, researching legal issues, engaging in discovery, expert discovery, and engaging a private mediator.

30. CSKD has a significant depth of experience and has successfully litigated complex class actions for over 30 years and served as class counsel in actions that achieve substantial recoveries for classes of consumers and investors. *See* Exhibit B attached hereto (CSKD Firm Resume). The actions listed below are representative of Class Counsels' efforts in complex litigation:

a. *Orrstown Financial Services, Inc., et al, Securities Litig.*, Case 12-cv-00793 (M.D. Pa) (litigating on behalf of shareholders for nearly ten years, including successful appeals to the Third Circuit, in a manner the court described as "relentless and effective," and recovering a \$15 million settlement that received final judicial approval in May 2023).

b. *Livingston v. Trane U.S. Inc.*, No. 2:17-cv-06480 (D.N.J.) (securing multimillion-dollar settlement providing repair reimbursements, extended warranty

coverage, and free service for hundreds of thousands of owners of defective air conditioners that received final judicial approval in August 2020).

c. *Milliken v. American Realty Capital Hospitality Advisors, LLC et al.*, No. 18-cv-1757 (S.D.N.Y) (recovering a \$15 million settlement that received final judicial approval in June 2020).

d. *In re MyFord Touch Consumer Litig.*, No. 13-cv-03072 (N.D. Cal.) (CSK&D served as court-appointed co-lead counsel in this consumer class action concerning allegedly defective MyFord Touch infotainment systems, which settled for \$17 million shortly before trial and received final judicial approval in December 2019)

e. *Ferrer, et al. v. CareFirst, Inc., et al.*, No. 1:16-cv-02162 (D.D.C.) (securing for CareFirst insureds payments on all denied (or partially denied) claims for breastfeeding and lactation support and counseling services, an ACA preventive service, and changes to CareFirst's coverage policy that received final judicial approval in April 2019).

f. *Roth v. The Phoenix Companies, Inc. and U.S. Bank National Association, in its capacity as Indenture Trustee*, No. 650634/2016 (N.Y. Sup. Ct.) (CSKD secured material benefits for Bondholders, including, most significantly, ongoing access to material financial and corporate information which increased the value of the Bonds by \$17.5 million and secured ongoing liquidity for the Bonds, and in approving the settlement, the Court stated that "I think the plaintiffs were successful in getting everything they could have gotten I think it's a great settlement." The settlement received final judicial approval in March 2017).

g. *W2007 Grace Acquisition I, Inc., Preferred Stockholder Litigation*, No. 2:13-cv-2777 (W.D. Tenn.) (recovering a settlement valued at over \$76 million for current and former W2007 Grace preferred stockholders that received final judicial approval in December 2015).

h. *In re Empire State Realty Trust, Inc. Investor Litigation*, No. 650607/2012 (N.Y. Sup. Ct.) (recovering a \$55,000,000 cash settlement fund and \$100 million tax savings for the Empire investors that received final judicial approval in May 2013).

i. *Lockabey v. American Honda Motor Co.*, No. 37-2010-87755 (Superior Ct., San Diego) (recovering a settlement, which received final judicial approval in March 2012, valued at over \$170 million in a consumer action involving false advertising claims relating to the sale of Honda Civic Hybrid vehicles as well as claims relating to a software update to the integrated motor assist battery system of the HCH vehicles. As a lead counsel, Mr. Chimicles led a case that, in the court's view, was "difficult and risky" and provided "significant public value.").

j. *City of St. Clair Shores General Employees Retirement System v. Inland Western Retail Real Estate Trust, Inc., et al.*, No. 07-cv-6174 (N.D. Ill.) (recovering a \$90 million reduction in fees being paid to affiliates for the benefit of Inland shareholders that received final judicial approval in November 2010).

k. *CNL Hotels & Resorts Inc. Federal Securities Litig.*, No. 04-cv-1231 (M.D. Fla.) (recovering a \$35,000,000 cash settlement fund and a \$225 million savings for the CNL shareholders that received final judicial approval in August 2006). **The**

Honorable Gregory A. Presnell, United States District Court for the Middle District of Florida, stated that “Plaintiffs’ counsel pursued this complex case diligently, completely and professionally” and “achieved a successful result.” “[In settling the federal securities law claims], a substantial benefit [was] achieved (estimated at approximately \$225,000,000)” and “this lawsuit was clearly instrumental in achieving that result.”

1. Mr. Chimicles and Ms. Donaldson-Smith, as Lead Trial Counsel, **achieved the first sustained plaintiff’s jury verdict (of \$185 million) in a securities fraud action and jury trial after the enactment of the Private Securities Litigation Reform Act (PSLRA). *In Re Real Estate Associates Limited Partnership Litigation*, No. 98-cv-7035 (C.D. Cal.)**. After a six-week-long jury trial in federal court in Los Angeles, the jury returned its verdict of \$185 million (half in compensatory damages; half in punitive damages), which was ranked among the top 10 verdicts in the nation in 2002. After the court reduced the punitive damages award because it exceeded California’s statutory limits, the case settled for \$83 million, representing full recovery for the losses of the investors. **The Honorable Dean D. Pregerson, United States District Court for the Central District of California**, granted final approval of the settlement in November 2003, after a Plaintiffs’ verdict at trial, and remarked: “[The verdict and settlement qualified] as an exceptional result” in “a very difficult case ... on a scale of 1 to 10, it would be a 9 or 10.” “Certainly, there have been no objections, and I think Plaintiffs’ counsel has served the class very well.”

31. Plaintiff has actively participated in gathering information to support his claims, investigated alleged overcharges at Walmart before and after the filing of the initial complaint, and advocated on behalf of the Settlement Class.

32. Based on Class Counsels' extensive experience in complex litigation and class actions, the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on November 16, 2023.

/s/ Kimberly M. Donaldson-Smith
KIMBERLY M. DONALDSON-SMITH

EXHIBIT A

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

VASSILIOS KUKORINIS,
individually and on behalf of all
others similarly situated,

Plaintiff,

v.

WALMART, INC.,

Defendant.

CASE No. 8:22-cv-02402-VMC-TGW

STIPULATION AND AGREEMENT OF CLASS ACTION SETTLEMENT

Index of Exhibits	
Exhibit 1	[Proposed] Preliminary Approval Order
Exhibit 1A	Notice
Exhibit 1B	Claim Form
Exhibit 1C	Summary Notice
Exhibit 2	Judgment and Order of Dismissal
Index of Addenda	
Addendum A	Weighted Goods
Addendum B	Bagged Citrus

1. PREAMBLE

1.1. This Stipulation and Agreement of Class Action Settlement (“Agreement”) is made and entered into in this Litigation as of the date of Execution, by and between Plaintiff, Vassilios Kukorinis, individually and on behalf of the Settlement Class Members, and Defendant, Walmart Inc. (collectively the “Parties”), by and through their counsel.

1.2. This Agreement memorializes the terms on which the Parties have agreed to resolve this Litigation (the “Settlement”), and is intended to fully, finally, and forever resolve, discharge, and settle the Released Claims, subject to approval of the Court and the terms and conditions in this Stipulation.

2. DEFINITIONS

2.1. “Agreement” or “Settlement Agreement” means this Stipulation and Agreement of Class Action Settlement.

2.2. “Amended Complaint” means the operative complaint in the Litigation filed at Dkt. No. 52.

2.3. “Approved Claimant” means any Claimant whose Claim is approved by the Claims Administrator pursuant to the terms of this Agreement.

2.4. “Attorneys’ Fees, Costs, and Expenses” means (a) attorneys’ fees; plus (b) expenses or charges in connection with prosecuting the Litigation; plus (c) any interest on such attorneys’ fees and expenses at the same rate and for the same periods as earned by the Class Settlement Fund (until paid), as may be awarded by the Court, to be paid from the Class Settlement Fund.

2.5. “Bagged Citrus” means the organic oranges, grapefruit, tangerines, and navel oranges sold in bulk in mesh or plastic bags and bearing UPC Codes listed on Addendum B. The Parties agree that Addendum B may be updated to bring current through a date up to the grant of preliminary approval.

2.6. “Claim” means a claim submitted by a Settlement Class Member by way of a Claim Form to receive a payment in accordance with the procedures set forth in this Agreement.

2.7. “Claim Form” means a form substantially similar to the form attached hereto as Exhibit 1B, which Settlement Class Members shall use to submit their Claim to the Claims Administrator.

2.8. “Claimant” means any Settlement Class Member who submits a Claim.

2.9. “Claims Administrator” means, subject to Court approval, Angeion Group, the entity who shall perform notice and claims administration functions in accordance with this Agreement.

2.10. “Class Counsel” means Kimberly M. Donaldson-Smith, Nicholas E. Chimicles, and Zachary P. Beatty of Chimicles Schwartz Kriner & Donaldson-Smith, LLP, 361 W. Lancaster Avenue, Haverford, Pennsylvania 19041.

EXECUTION VERSION

- 2.11.** “Class Settlement Amount” means forty-five million dollars (\$45,000,000.00) in cash to be paid by Walmart into the Escrow Account, as required by ¶¶5.1-5.2 of this Agreement. Under no circumstances shall Walmart be obligated to pay more than the Class Settlement Amount in connection with this Settlement.
- 2.12.** “Class Settlement Fund” means the Class Settlement Amount plus all interest and accretions thereto. The Class Settlement Fund is non-reversionary.
- 2.13.** “Complaint” means the initial complaint filed in the Litigation at Dkt. No.1.
- 2.14.** “Court” means the United States District Court for the Middle District of Florida and any appellate court which may review any orders entered by the United States District Court for the Middle District of Florida related to this Settlement.
- 2.15.** “Days” as used to calculate dates for events provided herein (unless the date is expressed in terms of “business days”) has the same meaning as used when calculating days under the Federal Rules of Civil Procedure.
- 2.16.** “Effective Date” or “the date upon which this Settlement becomes Effective,” means the first day following the last of the following occurrences:
- (a) The Settlement Amount has been deposited into the Escrow Account;
 - (b) The Court has entered the Preliminary Approval Order, substantially in the form set forth in Exhibit 1 attached hereto;
 - (c) The Court has granted final approval to the Settlement, following notice to the Class as required by Rule 23;
 - (d) The Court has entered the Judgment and Order of Dismissal approving the Settlement and dismissing this Litigation; and
 - (e) The Judgment has become Final.
- 2.17.** “Escrow Account” means the Qualified Settlement Fund to be established in accordance with ¶¶11.1-11.12 of this Agreement.
- 2.18.** “Escrow Agent” means Huntington National Bank.
- 2.19.** “Escrow Agreement” means the agreement between Class Counsel and Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.
- 2.20.** “Execution” means the signing of this Agreement by all signatories hereto.
- 2.21.** “Judgment and Order of Dismissal” or “Judgment” means the Judgment and Order of Dismissal approving the Settlement and dismissing the Litigation with prejudice as against Walmart, to be entered by the Court, substantially in the form attached hereto as Exhibit 2.

2.22. “Final” with respect to the Judgment and Order of Dismissal, or any other court order, means:

(a) The date the time to appeal or seek permission to appeal or seek other judicial review of the entry of the Judgment and Order of Dismissal approving the Settlement and dismissing this Litigation with prejudice as to Walmart has expired with no appeal or other judicial review having been taken or sought; or

(b) If an appeal or other judicial review has been taken or sought, the latest of: (i) the date the Judgment and Order of Dismissal is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review therefrom; or (ii) the date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of subsequent appeal or other judicial review; or (iii) if remanded to the Court or to a lower appellate court following an appeal or other review, the date the Judgment and Order of Dismissal is entered by the Court after remand and the time to appeal or seek permission to appeal or seek other judicial review of the entry of that Judgment and Order of Dismissal has expired with no further appeal or other judicial review having been taken or sought. If further appeal is sought after a remand, the time periods in this Subsection shall apply.

(c) Any appeal or proceeding seeking subsequent judicial review concerning only the issue of Attorneys’ Fees, Costs, or Expenses shall not in any way delay or preclude the Judgment and Order of Dismissal from becoming Final.

2.23. “Final Approval Hearing” means the hearing to be held by the Court to consider, *inter alia*, whether the proposed Settlement is fair, reasonable, and adequate and should be approved, whether to enter the Judgment and Order of Dismissal, and Plaintiff’s motion for Attorneys’ Fees, Costs, and Expenses.

2.24. “Litigation” or “Action” means the case of *Kukorinis v. Walmart Inc.*, No. 8:22-cv-02402-VMC-TGW (M.D. Fla.). “Dkt. No.” citations are to the docket in this Litigation.

2.25. “Net Class Settlement Fund” means the Class Settlement Fund less (i) all Court-awarded Attorneys’ Fees, Costs, and Expenses, (ii) Notice and Administration Costs; (iii) Taxes and Tax Expenses, and (iv) any other Court-approved fees, expenses or deductions.

2.26. “Notice and Administration Costs” means all costs, fees, and expenses incurred in connection with effectuating the Notice Plan and the administration of the Settlement, including but not limited to: (i) providing notice of the proposed Settlement to the Settlement Class Members; (ii) receiving and reviewing Claims; (iii) communicating with Persons regarding the proposed Settlement and claims administration process; (iv) distributing the Net Settlement Fund; (v) fees related to the Escrow Account, taxes, and investment of the Settlement Fund; and (vi) performing other settlement administration functions in accordance with this Agreement.

2.27. “Notice” means the long-form notice of pendency and proposed settlement of class action, substantially in the form of Exhibit 1A, and shall include information about the Settlement, how to submit a Claim, the opt-out and objection processes, and Attorneys’ Fees, Costs, and Expenses.

2.28. “Notice Plan” means the document describing: (i) the various methods by which notice will be provided to Settlement Class Members, including through direct and digital notice, publication of the Summary Notice, and the Settlement Website, and (ii) the time during which the notice will begin and conclude. The Notice Plan will be provided by Plaintiff to the Court as part of the Motion for Preliminary Approval of the Settlement seeking entry of the Preliminary Approval Order, or in a supplemental filing, if necessary, subject to Walmart’s right of approval as set forth in Section 6.2.

2.29. “Objection Deadline” means the last day on which a Settlement Class Member may file an objection to the Settlement, including Class Counsel’s request for Attorneys’ Fees, Costs, and Expenses, which deadline will be twenty-one (21) Days before the Final Approval Hearing.

2.30. “Opt-Out Deadline” means the last day on which a Settlement Class Member must mail their Opt-Out Request to be excluded from the Settlement Class, which will be twenty-one (21) Days before the Final Approval Hearing.

2.31. “Opt-Out Request” means a request by a Settlement Class Member to exclude himself or herself from the Settlement Class using the procedures set forth in this Agreement.

2.32. “Parties” means the Settlement Class Representative and Walmart.

2.33. “Person” means an individual, corporation, limited liability corporation, professional corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

2.34. “Plaintiff” or “Settlement Class Representative” means Vassilios Kukorinis, the named Plaintiff in the Litigation, who is a member of the Settlement Class.

2.35. “Plaintiff’s Individual Release” means the release set forth in ¶12.9 of this Agreement.

2.36. “Preliminary Approval Order” means the order of the Court substantially in the form of Exhibit 1 attached hereto, to be entered by the Court preliminarily approving the Settlement, approving and directing the Notice Plan, setting deadlines by which Class Members must Opt-Out from the Settlement Class or object to the Settlement, and approving the certification of this Action under Fed. R. Civ. P. 23 for settlement purposes only.

2.37. “Purchased” or “Purchasing” means the purchase of Weighted Goods and/or Bagged Citrus in person, at a Walmart Store, and not for resale, that were not returned by the Settlement Class Member.

2.38. “Released Claims” means Settlement Class Member Released Claims, Walmart Released Claims and Plaintiff’s Individual Release.

2.39. “Released Parties” means Walmart’s Released Parties and Plaintiff’s Released Parties.

- 2.40.** “Releases” means the releases set forth in ¶12 of this Agreement.
- 2.41.** “Releasing Parties” means Plaintiff, Releasing Settlement Class Members and Walmart Releasing Parties.
- 2.42.** “Releasing Settlement Class Members” and “Released Settlement Class Members” means Plaintiff, Class Counsel, and Settlement Class Members, excluding any Settlement Class Member who submits a timely and valid Opt-Out Request.
- 2.43.** “Settlement” means the compromise and settlement of the Litigation as set forth in this Agreement.
- 2.44.** “Settlement Class” means all Persons who Purchased Weighted Goods and/or Bagged Citrus in-person at a Walmart retail store, supercenter, or neighborhood market in the United States or Puerto Rico (collectively “Walmart Store”) during the Settlement Class Period. Excluded from the Settlement Class are: (1) the judges presiding over this Litigation and members of their direct families; (2) Walmart Inc.’s directors, officers, and executives; (3) Class Counsel; and (4) Settlement Class Members who submit a valid and timely Opt-Out Request approved by the Court.
- 2.45.** “Settlement Class Member Released Claims” means the claims, demands, rights, liabilities, obligations, damages (including attorneys’ fees and expenses), and causes of action of every nature and description, whether known or unknown claims, in law or equity, whether arising under federal, state, common or foreign law, that Plaintiff and any and all Settlement Class Members asserted in the Complaint or Amended Complaint or could have asserted the Complaint, Amended Complaint or in any other forum that arise out of, relate to, or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions, set forth in the Complaint or Amended Complaint relating to or arising out of Settlement Class Members allegations that they paid more than the lowest price advertised in the Walmart Store for Weighted Goods and/or Bagged Citrus during the Settlement Class Period. Settlement Class Member Released Claims do not include: (i) any claims relating to the enforcement of the Settlement; (ii) any claims of Persons who submit a valid and timely Opt-Out Request; and (iii) claims related to personal injury or wrongful death.
- 2.46.** “Settlement Class Members” or “Member of the Settlement Class” means a Person who falls within the definition of the Settlement Class.
- 2.47.** “Settlement Class Period” means the period from October 19, 2018 through and including the date the Court grants the Preliminary Approval Order.
- 2.48.** “Settlement Website” means the website created and managed by the Claims Administrator which will provide Settlement Class Members with access to the Notice, the Claim Form, case documents, and other information regarding the Settlement, to be established as set forth in the Notice Plan and Preliminary Approval Order. The Settlement Website will be located at www.WalmartWeightedGroceriesSettlement.com.
- 2.49.** “Shelf Tag(s)” means the tag situated on the shelf in a Walmart retail store, supercenter or neighborhood market that is typically within close proximity of a product, that typically provides

a Person with an abbreviated description of the product, the product's retail price, and (in some instances) the unit price (the per ounce or per pound price) of the product.

2.50. "Summary Notice" means a short form of the Notice, substantially similar to the form attached hereto as Exhibit 1C, to be published as set forth in the Notice Plan and Preliminary Approval Order.

2.51. "Tax" or "Taxes" mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority incurred in connection with the operation and implementation of the Escrow Account and Class Settlement Fund.

2.52. "Tax Expenses" means expenses and costs incurred in connection with the operation and implementation of the Escrow Account and Class Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in ¶¶11.1-11.12).

2.53. "Walmart" means Walmart Inc.

2.54. "Walmart's Counsel" means Naomi G. Beer, of Greenberg Traurig, LLP, 1144 15th Street, Ste. 3300, Denver, Colorado 80202, and; Christopher Torres and Raymond D. Jackson of Greenberg Traurig, P.A., 101 E. Kennedy Blvd., Ste. 1900, Tampa, Florida 33602.

2.55. "Walmart Released Claims" means all claims, demands, rights, liabilities and causes of action of every nature and description, whether known or unknown claims, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the Settlement Class Member Released Claims against Walmart, except for claims relating to the enforcement of the Settlement.

2.56. "Walmart Released Parties" and "Walmart Releasing Parties" means Walmart and its predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; and its past, present, and future officers, directors, agents, representatives, servants, employees, attorneys, and insurers.

2.57. "Walmart Store(s)" means Walmart retail store, supercenter or neighborhood market in the United States and Puerto Rico.

2.58. "Weighted Goods" means variable weight meat, poultry, pork and seafood products that are labeled with a price embedded bar code and designated by Walmart as part of its Department 93 products. At times, Weighted Goods that are nearing their expiration dates may have been labelled with a yellow sticker that provided a discounted "You Pay!" price. The Weighted Goods and their UPCs are listed on Addendum A. The Parties agree that Addendum A may be updated to bring current through a date up to the grant of preliminary approval.

3. RECITALS

3.1. On October 19, 2022, Plaintiff brought this putative class action against Walmart in the United States District Court for the Middle District of Florida, Case Number 8:22-cv-02402-VMC-TGW.

3.2. In the Litigation, Plaintiff alleges that the following conduct caused a Person who Purchased Weighted Goods or Bagged Citrus at a Walmart Store during the Settlement Class Period to pay more than the lowest in-store advertised price for those products: (1) With respect to Weighted Goods, Plaintiff alleged that when the per unit price (*e.g.* the per pound or per ounce price) appearing on a Shelf Tag and/or in Walmart's point-of-sale system in the store was lower than what appeared on the price label affixed to the product, Walmart's in-store point-of-sale system would instead charge a Person at checkout the higher total price for the product by inflating the products' weight; (2) With respect to Bagged Citrus, Plaintiff alleged that the Shelf Tags in Walmart Stores displayed a weight that was higher than the weight of the Bagged Citrus appearing on its label and that Persons were charged for more Bagged Citrus than purchased; (3) With respect to Weighted Goods that were nearing expiration, Plaintiff alleged that the yellow sticker on the product that advertised the product's reduced price could state a lower per unit price than what the Person was charged for the product in the store. Plaintiff, on behalf of the Settlement Class, brought claims under Florida's Deceptive and Unfair Trade Practices Act, Florida Statute Section 501.201, *et seq.* ("FDUTPA") and similar state consumer protection statutes, and for unjust enrichment.

3.3. On July 6, 2023, the Court granted in part and denied in part Walmart's motion to dismiss Plaintiff's Complaint (the "MTD Order"). The Court held in the MTD Order that a prior settlement in *Kukorinis, et al. v. Walmart Inc., et al.*, No. 1:19-cv-20592-JEM (S.D. Fla.) barred certain claims prior to August 26, 2020; the Parties disagree as to extent of the Plaintiff's claims that were barred. In the MTD Order, the Court also dismissed Plaintiff's unjust enrichment claim with prejudice and dismissed Plaintiff's multistate consumer protection claims with leave to amend.

3.4. On July 20, 2023, Plaintiff filed the Amended Complaint, which re-alleged claims under state consumer protection statutes on behalf of a nationwide class, a multistate class, and a Florida class. On August 10, 2023, Walmart filed its partial motion to dismiss the Amended Complaint, and on August 31, 2023, Plaintiff filed his opposition to Walmart's motion. On September 23, 2023, upon notification by the Parties that they had reached a settlement-in-principle, the Court denied without prejudice Walmart's partial motion to dismiss the Amended Complaint.

3.5. Walmart denied and continues to deny all of Plaintiff's material allegations including, but not limited to, those made in the Complaint and the Amended Complaint.

3.6. Plaintiff engaged in fact and expert discovery with respect to the claims, including but not limited to: obtaining over 100 gigabytes of transactional data from Walmart consisting of hundreds of millions of lines of transaction data for Weighted Goods and Bagged Citrus during the Settlement Class Period; engaging a forensic data and damages expert to, among other things, interpret and analyze the data, and calculate damages from the transaction data; serving discovery, including requests for production to which Walmart responded with written discovery and document productions; conducting numerous exchanges of information and discovery on the claims in accordance with Middle District Discovery, Section IV.A.1; preparing and serving a Fed.

R. Civ. P. 30(b)(6) notice of deposition calling for the depositions of Walmart's designees on numerous subject matters; engaging in substantial informal discovery in connection with settlement negotiations; and, after a settlement-in-principle was reached, engaging in confirmatory discovery.

3.7. Plaintiff and Walmart participated in a private mediation with Mr. Robert A. Meyer of JAMS, including two all-day sessions and several months of negotiations facilitated by Mr. Meyer. As a result of mediation, the mediator facilitated negotiations, and other arms-length discussions and negotiations between the Parties, and on September 18, 2023, the Parties reached an agreement-in-principle to settle the Litigation.

3.8. Plaintiff believes the claims asserted in the Litigation have merit and that evidence exists to support them. Plaintiff and Class Counsel, however, recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation through trial and appeals. They have also taken into account the uncertainty and risk of continued litigation through discovery, expert discovery, class certification, summary judgment, and trial, including the difficulties and delays inherent in complicated consumer class actions, and have taken into account the availability to Walmart of defenses to and arguments against class certification. Accordingly, Plaintiff and Class Counsel believe that the Settlement confers substantial benefits on the Settlement Class while eliminating the risk and uncertainty of continued litigation, including the possibility that Walmart might prevail, in whole or in part. Thus, Plaintiff and Class Counsel have concluded, after due investigation and carefully considering the relevant circumstances, including, without limitation, the claims asserted in the Litigation, the legal and factual defenses thereto, and the applicable law, that (i) it is in the best interests of the Settlement Class to enter into this Settlement Agreement in order to avoid the uncertainties of litigation and to ensure that the benefits reflected herein are obtained for the Settlement Class, and (ii) the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate, and in the best interests of the Settlement Class Members.

3.9. Walmart denies any liability or wrongdoing of any kind associated with the claims alleged and contends that this Litigation is not appropriate for class action treatment pursuant to Rule 23 of the Federal Rules of Civil Procedure or any other federal or state rule, statute, law, or provision. Walmart continues to assert that the Litigation fails to meet the prerequisites necessary for class action treatment under applicable law, especially, but not solely, with respect to predominance and manageability. Walmart further asserts that it has complied with all applicable provisions of federal or state statutory and common law. Walmart further states that despite its good faith belief that it is not liable for any of the claims asserted, and despite its good faith belief that certification is not appropriate, Walmart will not oppose the Court's certification of the Settlement Class contemplated by this Agreement solely for purposes of effectuating this Settlement.

3.10. The Parties agree to cooperate and take all steps necessary and appropriate to seek the Court's approval to stay and suspend all activity and deadlines in this Litigation, except as necessary to present the Settlement to the Court, upon execution of this Agreement.

3.11. The Parties agree to cooperate and take all steps necessary and appropriate to effectuate and implement all terms and conditions of this Settlement Agreement, to exercise their best efforts to accomplish the following terms and conditions of this Settlement Agreement, including to obtain

preliminary and final approval of this Settlement, to effectuate its terms, and, to the extent of the obligations set forth herein, to dismiss this Litigation against Walmart with prejudice.

3.12. The entry of Judgment in this Litigation shall dismiss with prejudice all claims that were or could have been alleged in the Litigation against Walmart, with the exception of any claims which might be retained by Settlement Class Members who exclude themselves from the Settlement, if any, in accordance with the Opt-Out Request process described in this Agreement. Walmart can and expressly does retain any defenses to such excluded claims.

4. CERTIFICATION OF THE SETTLEMENT CLASS

4.1. The Parties shall request that the Court enter an order (as part of the Preliminary Approval Order, substantially in the form of Exhibit 1) conditionally certifying the Settlement Class, solely for purposes of Settlement, to cover the Settlement Class Period and all claims and individuals covered by this Settlement.

4.2. This Settlement is conditioned on the Court's certifying the Settlement Class for settlement purposes. Walmart and Class Counsel may jointly request that the Court certify additional settlement subclasses if appropriate.

4.3. Any certification of the Settlement Class is a conditional certification for settlement purposes only, and if for any reason the Court does not grant final approval of the Settlement, or if final approval is not granted following the appeal of any order by the Court, or if for any reason the Effective Date does not occur, the certification of the Settlement Class for settlement purposes shall be deemed null and void, and each Party shall retain all of their respective rights as they existed prior to execution of this Settlement Agreement, and neither this Settlement Agreement, nor any of its accompanying exhibits or any orders entered by the Court in connection with this Settlement Agreement, shall be admissible or used for any purpose in this Litigation.

4.4. Any certification of the Settlement Class for settlement purposes is in no way an admission by Walmart that class certification is proper in this Litigation or any other litigation against Walmart. The Parties and Class Counsel further agree that, other than to effectuate the Settlement of this Litigation in this jurisdiction, the certification of the Settlement Class for settlement purposes and all documents related thereto, including this Agreement and all accompanying exhibits and all orders entered by the Court in connection with this Agreement, are only intended to be used under the specific facts and circumstances of this case and are not intended to be used in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding against Walmart.

5. MONETARY RELIEF TO THE SETTLEMENT CLASS

5.1. Walmart will pay forty-five million dollars (\$45,000,000) (the "Class Settlement Amount") into the Escrow Account within thirty (30) Days after entry of the Preliminary Approval Order or the date on which Walmart's Counsel receives the information necessary to transfer the Class Settlement Amount into the Escrow Account, whichever is later.

5.2. Upon the Effective Date, any and all remaining interest or right of Walmart in or to the Escrow Account and the Class Settlement Amount and Class Settlement Fund, if any, shall be absolutely and forever extinguished.

5.3. The Class Settlement Fund shall be applied as follows:

(a) To pay all Notice and Administration Costs, which shall be paid promptly and on a non-recourse basis from the Class Settlement Fund upon Class Counsel's receipt of invoices from the Claims Administrator;

(b) To pay all Taxes and Tax Expenses, which shall be paid promptly and on a non-recourse basis from the Class Settlement Fund;

(c) To pay an award of Attorneys' Fees, Costs, and Expenses to Class Counsel approved by the Court and in accordance with ¶¶8.1-8.5 below; and

(d) After the Effective Date, to distribute the Net Class Settlement Fund to all Approved Claimants in accordance with ¶5.4 below.

5.4. The Claims Administrator will process the Claims and pay Approved Claimants from the Net Class Settlement Fund in accordance with the following parameters:

(a) An Approved Claimant shall be entitled to receive only one of the following individual payment amounts in ¶5.4(a)(i)-(v) from the Net Class Settlement Fund, ***except that all amounts are subject to a potential pro rata increase or decrease and to a supplemental distribution*** as set forth at ¶5.4(b).

(i) If the Approved Claimant does not have receipts, proof of purchase, or other documentation but attests to Purchasing up to 50 Weighted Goods and/or Bagged Citrus in-person in a Walmart Store during the Settlement Class Period, then that Approved Claimant will be entitled to ten dollars (\$10.00);

(ii) If the Approved Claimant does not have receipts, proof of purchase, or other documentation but attests to Purchasing 51 up to 75 Weighted Goods and/or Bagged Citrus in-person in a Walmart Store during the Settlement Class Period, then that Approved Claimant will be entitled to fifteen dollars (\$15.00);

(iii) If the Approved Claimant does not have receipts, proof of purchase, or other documentation but attests to Purchasing 76 up to 100 Weighted Goods and/or Bagged Citrus in-person in a Walmart Store during the Settlement Class Period, then that Approved Claimant will be entitled to twenty dollars (\$20.00);

(iv) If the Approved Claimant does not have receipts, proof of purchase, or other documentation but attests to Purchasing 101 or more Weighted Goods and/or Bagged Citrus in-person in a Walmart Store

during the Settlement Class Period, then that Approved Claimant will be entitled to twenty-five dollars (\$25.00); or

- (v) If the Approved Claimant has receipts, proof of purchase, or other documentation that substantiates (a) each Weighted Good and/or Bagged Citrus Purchased in-person in a Walmart Store during the Settlement Class Period, and (b) the amount paid for each Weighted Good and/or Bagged Citrus Purchased, then that Approved Claimant will be entitled to receive 2% of the total cost of the substantiated Weighted Goods and/or Bagged Citrus Purchased, capped at five hundred dollars (\$500.00).

(b) In the event that the amount due to Approved Claimants exceeds the Net Class Settlement Fund, then the payment due to each Approved Claimant shall be decreased on a pro rata basis. In the event that the amount due to Approved Claimants is less than the Net Class Settlement Fund, then the Claims Administrator shall make supplemental distributions on a pro rata basis to all Approved Claimants until such distributions are no longer economically feasible. In the event that supplemental distributions are no longer economically feasible, Class Counsel shall, after consultation with Walmart regarding the appropriate non-profit organizations, apply to the Court for approval of the payment of such residual to one or more non-profit organizations.

(c) Claims shall be made by mailing, emailing, or submitting via the Settlement Website a fully completed and signed Claim Form to the Claims Administrator.

- i. The Claim Form shall be substantially similar to the form attached hereto as Exhibit 1B and shall include a statement by the Claimant verifying that she is a Settlement Class Member.

- ii. To be timely, a Claim Form must be submitted to the Claims Administrator via email, the Settlement Website, or, if mailed, postmarked, on or before the Claim Filing Deadline, as approved by the Court.

- iii. To be valid, a Claim Form must be completed in full and be signed under penalty of perjury.

(d) The Claims Administrator shall distribute settlement payments to Approved Claimants within a reasonable time after the Effective Date. Payments shall be made to the best practicable extent by electronic means through either Venmo, Zelle, ACH or virtual pre-paid MasterCard at each Approved Claimant's election, but an Approved Claimant can request a paper check if they are unable to receive an electronic payment.

(e) Each Class Member can only submit one Claim Form. The Claims Administrator will limit the number of payments per household absent sufficient documentation or proof of separate purchases by individual Claimants residing at the same address.

(f) To the extent the Claims Administrator determines a claim is deficient in whole or part, within a reasonable time of making such a determination, the Claims Administrator shall notify the Settlement Class Member of the deficiencies (“Deficiency Notice”) and give the Claimant twenty-one (21) Days to cure the deficiencies by informing the Claims Administrator of the reasons the claimant contests the rejection along with supporting documentation. The Deficiency Notice shall be sent via email, unless the claimant did not provide an email address, in which case it shall be sent via U.S. mail. If the Claimant attempts to cure the deficiencies but, at the sole discretion and authority of the Claims Administrator, fails to do so, the Claims Administrator shall notify the Claimant of that determination within a reasonable time. The Claims Administrator may consult jointly with Class Counsel and Defense Counsel in making such determinations. The Deficiency Notice will inform the claimant that if an issue concerning a claim cannot otherwise be resolved, the claimant may thereafter present the request for review to the Court.

(g) No discovery shall be allowed on the merits of the Action or the Settlement in connection with processing any Claim Form.

(h) As part of the Claim Form, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date, release all Released Claims.

(i) The Claims Administrator will be bound by Walmart’s requirements with respect to the data security of any data or other information that Walmart provides to the Claims Administrator in connection with this Settlement.

6. NOTICE TO THE CLASS

6.1. The Parties agree that a combination of direct (including by email), digital, and publication notice is the best practicable notice of this Settlement to the Settlement Class Members. The Notice and Summary Notice to be provided shall be substantially similar to the forms attached hereto as Exhibits 1A and 1C.

6.2. The Parties shall confer regarding the Notice Plan prior to its submission to the Court and Walmart has the right to approve the proposed Notice Plan prior to its submission to the Court, which approval Walmart shall not unreasonably withhold.

6.3. The Claims Administrator shall provide notice of the Settlement to Settlement Class Members in accordance with the Notice Plan as approved by the Court.

6.4. Settlement Class Members shall also be notified of the Settlement via the establishment of a Settlement Website. The Settlement Website shall be established by the Claims Administrator and shall contain information about the Settlement, including electronic copies of this Agreement as well as the Exhibits, including a long form Notice of the Settlement substantially in the form attached hereto as Exhibit 1A.

6.5. The Claims Administrator will effectuate notice to the Settlement Class Members and establish the Settlement Website as described in the Notice Plan.

7. CAFA NOTICE

7.1. Walmart shall provide notice to the appropriate governmental authorities pursuant to 28 U.S.C. § 1715(b) not later than ten (10) Days after the Agreement is filed with the Court.

8. PLAINTIFF'S ATTORNEYS' FEES, COSTS, AND EXPENSES

8.1. Class Counsel intends to apply to the Court for an award of Attorneys' Fees, Costs, and Expenses seeking fees up to, but not to exceed, 20% of the Class Settlement Amount plus reimbursement of costs and expenses incurred in connection with prosecuting the Action, plus any interest on such attorneys' fees, costs, and expenses at the same rate and for the same periods as earned by the Class Settlement Fund (until paid).

8.2. Any Court-awarded Attorneys' Fees, Costs, and Expenses to Class Counsel will be paid solely from the Class Settlement Fund to an account designated by Class Counsel within five (5) business days after the Court enters both the Judgment and Order of Dismissal and an order awarding such Attorneys' Fees, Costs, and Expenses, notwithstanding the existence of any timely filed objections thereto or to the Settlement, the potential for appeal therefrom, collateral attack on Plaintiff's motion for Attorneys' Fees, Costs, and Expenses or the Settlement or any part thereof, or any appeal therefrom.

8.3. Each Party shall have the right of appeal to the extent the award is inconsistent with the Settlement Agreement.

8.4. If the Effective Date does not occur, or the Judgment and Order of Dismissal does not become Final, or the order awarding Attorneys' Fees, Costs, and Expenses does not become Final, and if the Court-awarded Attorneys' Fees, Costs, and Expenses have been paid to Class Counsel to any extent pursuant to ¶¶8.1-8.2, then Class Counsel shall make the appropriate refund or repayment to the Class Settlement Fund (plus interest at the same rate as earned during that time by the Class Settlement Fund on the amount Class Counsel must refund to the Class Settlement Fund, if any) no later than thirty (30) Days after receiving notice of the termination of the Settlement pursuant to this Agreement, or the entry of a Final order from a court of appropriate jurisdiction disapproving the Settlement, or the entry of a Final order from a court of appropriate jurisdiction reducing or reversing the award of Attorneys' Fees, Costs, and Expenses.

8.5. The approval of the Settlement, and it becoming Final, shall not be contingent on any fee or expense award to Class Counsel or any appeals, or the outcome of such appeals, from such awards. Any order or proceeding relating to the motion for award of Attorneys' Fees, Costs, and Expenses, or any appeal from any order relating thereto or reversal or modification thereof shall not operate to terminate or cancel the Settlement Agreement or affect or delay the finality of the Judgment and Order of Dismissal and effectuation of the terms of the Settlement set forth therein.

9. OPT-OUT PROCEDURE

9.1. A Settlement Class Member who wishes to exclude himself or herself from the Settlement Class, this Settlement, and from the Releases, shall submit an Opt-Out Request. For an Opt-Out Request to be accepted it must be timely and valid. To be timely it must be submitted to the Claims Administrator by the Opt-Out Deadline. To be valid, the Opt-Out Request must (i) be signed; (ii)

state the full name, current address, email address, and telephone number of the Person requesting exclusion; and (iii) contain a statement that the Person requests to be excluded from the Settlement Class. The Opt-Out Request shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

9.2. The Claims Administrator may invalidate mass-generated Opt-Out Requests. “Mass” or “class” requests for exclusion will not be allowed unless signed by each Settlement Class Member who seeks to opt out.

9.3. Settlement Class Members may not submit both an Opt-Out Request and a Claim Form. If a Settlement Class Member submits both an Opt-Out Request and a Claim Form, the Claim Form will govern and the Opt-Out Request will be considered invalid.

9.4. A Settlement Class Member who has submitted an Opt-Out Request has excluded themselves from the Settlement Class and therefore cannot also submit an objection to the Settlement. Only Persons who are Settlement Class Members can object to the Settlement.

9.5. The Claims Administrator shall maintain a list of persons who have submitted Opt-Out Requests and shall provide such list to the Parties on a weekly basis. Seven (7) Days after the Opt-Out Deadline, the Claims Administrator shall provide to counsel for Defendant and Class Counsel a complete list of the names and addresses of the members of the Settlement Class who have opted out.

10. COMMENTING ON OR OBJECTING TO THE SETTLEMENT

10.1. A Settlement Class Member who does not submit a timely and valid Opt-Out Request may comment on or object to the Settlement before or on the Objection Deadline by filing a written objection with the Court and serving by first-class mail copies of the objection upon:

Kimberly M. Donaldson-Smith
Chimicles Schwartz Kriner & Donaldson-Smith, LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041

and

Naomi G. Beer
Greenberg Traurig, LLP
1144 15th Street, Ste. 3300
Denver, Colorado 80202

10.2. The objection must (a) be personally signed by the Settlement Class Member; and, (b) include the following information: (i) the full name, current address, and current telephone number of the Settlement Class Member; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of the position the objector wishes to assert, including the factual and legal grounds for the position and objection; and (iv) copies of any other documents that the

objector wishes to submit in support of his/her/its position. In addition, the objecting Settlement Class Member must identify any previously filed objections filed by the Settlement Class Member and/or his/her/its counsel in any state or federal court. This listing must contain (i) the name of the case; (ii) the case number; (iii) the court in which the objection was filed; and (iv) the outcome of the objection.

10.3. Subject to approval of the Court, any objecting Settlement Class Member may appear in person or by counsel at the Final Approval Hearing held by the Court to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any petition for Attorneys' Fees, Costs, and Expenses. The Parties will request that the Court enter an order requiring any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing must, by the Objection Deadline, file with the Court a written notice of objection and a notice of intention to appear at the Final Approval Hearing. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her/its counsel) will present to the Court at the Final Approval Hearing.

10.4. Any Settlement Class Member who does not provide a notice of intention to appear in complete accordance with the deadlines and other specifications set out in the Notice, and who has not filed an objection in complete accordance with the deadlines and other specifications set forth in this Settlement and the Notice, subject to the approval of the Court, will be deemed to have waived any objections to the Settlement and can be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

10.5. Settlement Class Members who do not file and serve timely written objections in accordance with the procedures set forth in this Agreement will be deemed to have waived any objections to the Settlement and are forever foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, or any aspect of the Settlement, or any aspect of the settlement, including, without limitation, the fairness, reasonableness, or adequacy of the proposed settlement, or any award of Attorneys' Fees, Costs or Expenses.

11. ESCROW ACCOUNT/QUALIFIED SETTLEMENT FUND

11.1 As required in ¶¶5.1-5.2, Walmart shall transfer the required Class Settlement Amount to the Escrow Account, which will be a qualified settlement fund ("QSF"), to be held as a separate trust as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1. Class Counsel and, as required by law, Walmart, shall jointly and timely make such elections as necessary or advisable to fulfill the requirements of such Treasury Regulation, including the "relation-back election" under Treas. Reg. § 1.468B-1(j)(2) if necessary to the earliest permitted date. Walmart shall be considered the "transferor" within the meaning of Treasury Regulation §1.468B- 1(d)(1). For purposes of §468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" of the Class Settlement Fund shall be Class Counsel. Class Counsel shall timely and properly prepare, deliver to all necessary parties for signature, and file all necessary documentation for any elections required under Treas. Reg. §1.468B-1. Class Counsel, through the Claims Administrator, shall timely and properly prepare and file any informational and other tax returns necessary or advisable with respect to the Settlement Funds and the distributions and payments therefrom including without limitation the returns described in Treas. Reg. §1.468B-2(k), and to the extent applicable Treas. Reg. §1.468B-2(1).

11.2 The Parties shall cooperate in securing an order of the Court to establish the Escrow Account in accordance with the terms hereof in conjunction with its preliminary approval of the Settlement as described in this Settlement Agreement.

11.3 The Class Settlement Fund shall remain subject to the jurisdiction of the Court until such time as the Class Settlement Fund shall be fully distributed, pursuant to this Settlement Agreement.

11.4 Walmart shall supply to the Claims Administrator and to the Internal Revenue Service the statement described in Treasury Regulation §1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which Walmart makes a transfer to the Escrow Account. It is intended that the transfers to the Escrow Account will satisfy the “all events test” and the “economic performance” requirement of §461(h)(1) of the Internal Revenue Code and Treasury Regulation §1.461-1(a)(2). Accordingly, Walmart shall not include the income of the Class Settlement Fund in its income. Rather, the Class Settlement Fund shall be taxed on its modified gross income, excluding the sums transferred to it, and shall make payment of resulting taxes from its own funds. In computing the Class Settlement Fund’s modified gross income, deductions shall be allowed for its administrative costs and other deductible expenses incurred in connection with the operation of the Class Settlement Fund, including, without limitation, state and local taxes and legal, accounting, and other fees relating to the operation of the Class Settlement Fund.

11.5 Upon establishment of the Escrow Account, the Claims Administrator shall apply for an employer identification number utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation §1.468B-2(k)(4).

11.6 Following its deposit of the Class Settlement Amount into the Escrow Account, as described in this Settlement Agreement, Walmart shall have no financial obligation or liability whatsoever with respect to the notifications to the Class required hereunder, the processing of Claims and Opt-Out Requests, the allowance or disallowance of claims by Claimants, payments to Settlement Class Counsel, investment of funds in the Escrow Account, payment of federal, state, and local income, employment, unemployment, excise, and other taxes imposed on the Class Settlement Fund or its disbursements, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Class Settlement Fund, since it is agreed that such deposits shall fully discharge Walmart’s obligations to Claimants and Class Counsel and for expenses of administration with respect to the disposition of the Class Settlement Amount hereunder. Rather, the Claims Administrator shall have sole authority and responsibility for the administration of such funds and income thereon, disbursement to Claimants and Settlement Class Counsel, and payment of taxes and administrative costs in accordance with the provisions hereof, subject only to the rights of Walmart or Class Counsel to seek redress for any breach of the terms hereof.

11.7 The Claims Administrator shall cause to be filed, on behalf of the Class Settlement Fund, all required federal, state, and local tax returns, information returns and tax withholdings statements in accordance with the provisions of Treasury Regulation §1.468B-2(k)(1) and Treasury Regulation §1.468B- 2(l)(2)(ii). All Taxes with respect to the Settlement Fund shall be treated as and considered to be a cost of administration of the Class Settlement Fund and the Escrow Agent

shall timely pay such Taxes out of the Class Settlement Fund without prior order of the Court, as directed by Class Counsel. Class Counsel shall be responsible for the timely and proper preparation and delivery of any necessary documentation for signature by all necessary parties, and the timely filing of all tax returns and other tax reports required by law. The Claims Administrator may, at the expense of the Class Settlement Fund, retain legal counsel and an independent, certified public accountant to consult with and advise the Claims Administrator or the Trustee with respect to the preparation and filing of such materials and the federal, state and local tax compliance of the Class Settlement Fund.

11.8 Either Walmart or the Claims Administrator, independently or jointly, may, but are not required to, apply to the Internal Revenue Service and/or any applicable state taxing authority for an advance ruling as to any issue pertinent to the qualification of the QSF under Internal Revenue Code §468B and Treasury Regulations promulgated thereunder, its tax status under applicable state law, and/or its tax payment, reporting and withholding duties, so long as Walmart and the remaining Parties are reasonably satisfied that such application and ruling will not compromise the confidentiality of settlement evidenced herein as required by this Agreement. Subject to any contrary holdings in any such ruling, Settlement Class Members shall be responsible for payment of appropriate federal, state, and local income taxes on any claim paid out pursuant to this Agreement. The Parties agree that no portion of any distributions from the Class Settlement Fund to the Settlement Class Members is made in satisfaction of any excluded liability as described in Treasury Regulation § 1.468B-1(g), related to QSFs.

11.9 The taxable year of the QSF shall be the calendar year in accordance with Treasury Regulation §1.468B-2(j). The QSF shall utilize the accrual method of accounting within the meaning of § 446(c) of the Internal Revenue Code.

11.10 At the written direction of Class Counsel, Custodian/Escrow Agent shall invest the Class Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or (b) secured by instruments backed by the full faith and credit of the United States Government. Walmart shall not bear any responsibility for or liability related to the investment of the Class Settlement Fund by the Custodian/Escrow Agent.

11.11 If the Settlement Fund is returned to Walmart pursuant to the terms of this Settlement Agreement, Walmart shall provide Escrow Agent with a properly completed Form W-9.

11.12 Any administrative provision of this Section 11 or the trust instrument through which the QSF is established may be amended in whole or part to maintain the qualification of the QSF pursuant to the above-described authorities, provided that the rights and liabilities of the Parties hereto and the Settlement Class are not altered thereby in any material respect.

12. COMPREHENSIVE WAIVER, RELEASE, AND DISMISSAL

12.1. Upon the Effective Date, and by operation of the Judgment, Settlement Class Member Releasing Parties shall have fully and forever released, compromised, settled, resolved,

relinquished, waived and discharged each and every Settlement Class Member Released Claim against Walmart Released Parties.

12.2. Upon the Effective Date, and by operation of the Judgment, Walmart Releasing Parties shall have fully and forever released, compromised, settled, resolved, relinquished, waived and discharged each and every Walmart Released Claim against Settlement Class Member Released Parties.

12.3. Notwithstanding any provision in this Agreement, Plaintiff and Settlement Class Members are not releasing any claims for personal injury or wrongful death. Further, this agreement does not affect claims by any governmental authority.

12.4. Releasing Parties agree that the provisions of this Agreement and any claim thereunder constitute a good faith settlement under California Code of Civil Procedure §§ 877 and 877.6, Hawaii Revised Statutes 663-15.5, and comparable laws in other states, that Releasing Parties shall cooperate fully in any effort of Released Parties to establish such good faith settlement before any court (including without limitation, by joining in any motion or other procedure and providing declarations and other evidence to establish such good faith settlement where requested by any Released Party) and that all payments made under this Agreement relate to claims arising out of or related to any or all of the alleged acts, omissions, facts, matters, transactions, circumstances, and occurrences that were directly or indirectly alleged, asserted, described, set forth, or referred to in the Litigation, whether such allegations were or could have been based on common law or equity, or on any statute, rule, regulation, order, or law, whether federal, state, or local.

12.5. In the event that any Releasing Party seeks to invoke California Civil Code § 1542, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(or any other like provision or principle of law of any jurisdiction) in connection with the alleged acts, omissions, facts, matters, transactions, circumstances, and occurrences that were directly or indirectly alleged, asserted, described, set forth, or referred to in the Litigation, whether such allegations were or could have been based on common law or equity, or on any statute, rule, regulation, order, or law, whether federal, state, or local, the Releasing Parties and each of them now expressly waive the provision of California Civil Code § 1542 (or any other like provision or principle of law of any jurisdiction) to the full extent that these provisions may be applicable to this release. Each of the Releasing Parties hereby does consider, and shall be deemed to have considered, the possibility that the number or magnitude of all claims may not currently be known; nevertheless, each of the Releasing Parties assumes the risk that claims and facts additional, different, or contrary to the claims and facts that each believes or understands to exist, may now exist, or may be discovered after this Agreement becomes effective. Each of the Releasing Parties agrees that any such additional, different, or contrary claims and facts shall in no way limit, waive, or reduce the foregoing release, which shall remain in full force and effect.

12.6. In exchange for the good and valuable consideration set forth herein, all Releasing Settlement Class Members further waive any and all rights or benefits that they as individuals or the classes may now have as a result of the alleged facts, circumstances, and occurrences underlying the claims set forth in the Litigation.

12.7. The Settlement Class Member Released Claims also includes a release of all claims for Attorneys' Fees, Costs, and Expenses incurred by Releasing Settlement Class Members or by Class Counsel or any other attorney in connection with the Litigation, and this Settlement, and all claims related to conduct in discovery in the Litigation.

12.8. The Parties acknowledge that this Settlement, including the releases provided in this Section, reflects a compromise of disputed claims.

12.9. Plaintiff's Individual Release:

- i. Subject to the Court's final approval of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, and in addition to the Settlement Class Member Released Claims, the Plaintiff on behalf of himself and any and all spouses, representatives, heirs, successors, assigns, devisees, and executors (excluding the Releasing Settlement Class Members he seeks to represent), releases, acquits, and forever discharges the Walmart Released Parties from any and all allegations, claims, causes of action, demands, obligations, or liability, of whatever kind or nature, whether for injunctive relief, damages, penalties, or any other form of recovery, in this Court or in any other court or forum, whether known or unknown, suspected or unsuspected, that he may now have, has ever had, or hereafter may have, and whether such allegations were or could have been based on common law or equity, or on any statute, rule, regulation, order, or law, whether federal, state, or local, relating to items of any kind he purchased or attempts to purchase at Walmart or at or from any Walmart affiliated entity, up through the date on which the Judgment becomes Final;
- ii. Plaintiff covenants that he will not in the future, directly or indirectly, initiate, assign, maintain or prosecute, or in any way aid or assist in the initiation, maintenance, or prosecution of individual or class claims related to overcharges related to the purchase of items of any kind at Walmart or at or from any Walmart affiliated entity; and,
- iii. Plaintiff represents and warrants that he has knowledge and an understanding of the price and weight discrepancies alleged in the Complaint and Amended Complaint;

provided, however, that (a) nothing in this ¶12.9 and Plaintiff's Individual Release shall preclude Plaintiff from being an Approved Claimant in this Litigation or being an absent class member in a class action and submitting a claim as an absent class member in other class action settlements involving Walmart that are not covered by the Release in this Litigation; and (b) Plaintiff is not releasing any claims for personal injury or wrongful death.

iv. Plaintiff's execution of this Agreement signifies that he has read and understood this ¶12.9.

12.10. The Judgment and Order of Dismissal shall dismiss the Litigation with prejudice and shall incorporate the terms of the Releases.

13. DUTIES OF THE PARTIES REGARDING PRELIMINARY COURT APPROVAL

13.1. Class Counsel shall apply to the Court for the entry of an order granting preliminary approval of the Settlement substantially in the following form (and substantially similar to the form of the Preliminary Approval Order attached hereto as Exhibit 1):

- (a) Preliminarily approving the Settlement pursuant to Rule 23;
- (b) Conditionally certifying the Settlement Class for settlement purposes in accordance with applicable legal standards and this Agreement;
- (c) Appointing Nicholas E. Chemicles, Esq., Kimberly M. Donaldson-Smith, Esq., and Zachary P. Beatty, Esq. as Settlement Class Counsel;
- (d) Approving Vassilios Kukorinis as Settlement Class Representative;
- (e) Approving Angeion Group, as Claims Administrator;
- (f) Approving the establishment of the Escrow Account;
- (g) Approving as to content and form the proposed Notice Plan, including the proposed Notice and Summary Notice (Exhibits 1A-1C, hereto);
- (h) Staying all proceedings in the Litigation other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and Settlement Agreement; and
- (i) Scheduling the Final Approval Hearing to determine whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class.

13.2. Walmart shall cooperate in good faith with Class Counsel to obtain preliminary approval of the Settlement.

13.3. The Parties shall continue to take any steps necessary to stay any pending proceedings so as to preserve the status quo until either the Effective Date occurs, or the Settlement Agreement is finally voided.

14. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

14.1. Plaintiff will request that the Court hold a Final Approval Hearing.

14.2. With the motion for final approval of the Settlement, Plaintiff will submit a proposed Judgment and Order of Dismissal, substantially in the form attached hereto as Exhibit 2, which shall:

- (a) Approve the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate;
- (b) Direct the consummation of the Settlement in accordance with the terms and provisions of this Settlement Agreement;
- (c) Certify the Settlement Class for settlement purposes in accordance with applicable legal standards and this Agreement; and,
- (d) Dismiss the Litigation as between the Settlement Class Representative and the Settlement Class Members, on the one hand, and Walmart on the other hand, on the merits and with prejudice, and permanently bar the Released Parties from further prosecuting any of the Released Claims as set forth in ¶12.

14.3. Walmart shall cooperate with Class Counsel to obtain final approval and entry of the Judgment and Order of Dismissal.

15. MUTUAL FULL COOPERATION

15.1. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to execution of all necessary documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Walmart and its counsel, take all necessary steps to secure entry by the Court of the Preliminary Approval Order and then the Judgment and Order of Dismissal.

16. STATEMENT OF NO ADMISSION

16.1. Nothing contained in this Agreement shall be construed against Walmart or deemed an admission of liability, culpability, or wrongdoing on the part of Walmart, and Walmart denies liability for any alleged wrongdoing. Walmart expressly denies liability for the claims asserted and specifically denies and does not admit any of the pleaded facts not admitted in its pleadings in the Litigation. Nor shall this Agreement constitute an admission by Walmart as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against it in the Litigation. Likewise, nothing in this agreement shall be construed or deemed an admission by Plaintiff or the Settlement Class with regards to the validity of any of Walmart's defenses or affirmative defenses. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

16.2. This Agreement, and all related documents, including the Settlement Agreement, the certification for settlement purposes entered pursuant to this Agreement, and any Claims, Requests to Opt-Out, Objections, or other materials submitted by Settlement Class Members and all other actions taken in implementation of the Settlement, including any statements, discussions, or communications, and any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Agreement are settlement documents and shall be inadmissible in evidence and shall not be used for any purpose in this Litigation or in any other judicial, arbitral,

administrative, investigative, or other court, tribunal, forum, or proceeding, or any other litigation against Walmart, for any purpose, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement.

16.3. The Claims Forms, Requests to Opt-Out, Objections, and any other evidence produced or created by any Settlement Class Member in connection with the claims resolutions procedures pursuant to this Settlement, and any actions taken by Walmart in response to such materials do not constitute, are not intended to constitute, and will not be deemed to constitute an admission by Walmart of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

16.4. Any certification of the Settlement Class in accordance with the terms of this Agreement is for settlement purposes only. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind that any class should be certified in this Litigation or in any other action or proceeding. Further, neither this Agreement, nor the Court's actions with regard to this Agreement, will be deemed admissible in this Litigation and are not intended to be admissible (and Plaintiff and Class Counsel shall not seek their admission), in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or proceeding, or in any other litigation, regarding the propriety of class certification or collective treatment. In the event that this Agreement is not approved by the Court or any appellate court, or otherwise fails to become effective and enforceable, or is terminated, or the Settlement Effective Date does not occur for any reason, Walmart will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Litigation. Such objections and defenses include, but are not limited to, Walmart's objections and defenses to any class-wide treatment and nothing in this Agreement or any document related to this Agreement shall be construed as a waiver by Walmart of its contention that class certification is not appropriate and is contrary to law in this Litigation or any other case or proceeding.

17. VOIDING THE AGREEMENT

17.1. If this Settlement is not approved, or if for any reason the Settlement Effective Date does not occur, the Settlement Agreement shall be deemed null, void, and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, or other litigation against Walmart, and the Parties shall return to their respective positions prior to the Court's consideration of this Settlement.

17.2. If the payment called for by ¶5.1 is not timely received into the Escrow Account, Walmart shall have fourteen (14) Days after Class Counsel has notified Walmart's Counsel of such occurrence to transfer into the Escrow Account the payment called for by ¶5.1, otherwise Class Counsel may void the Settlement and Agreement pursuant to this Section.

17.3. If the Court does not approve the Attorneys' Fees, Costs, and Expenses in the amount requested by Class Counsel, or in the event that the Attorneys' Fees, Costs, and Expenses requested by Class Counsel is reduced, that finding shall not be a basis for rendering the entire Settlement

Agreement null, void, or unenforceable. Settlement Class Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Fees, Costs, and Expenses.

17.4. If the Settlement and Agreement are voided pursuant to this Section, within twenty-one (21) business days after such event, the Class Settlement Fund *less* expenses and costs that have been disbursed or are chargeable to the Class Settlement Fund pursuant to ¶¶5.3(a)-(b) hereof, shall be refunded from the Escrow Account pursuant to written instructions from Walmart's Counsel. The Escrow Agent or its designee shall apply for any tax refund owed on the Class Settlement Fund and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, pursuant to written instructions from Walmart's Counsel.

17.5. If the Effective Date does not occur, or if the Settlement is terminated pursuant to its terms, neither Plaintiff nor Class Counsel shall have any obligation to repay any amounts disbursed pursuant to ¶¶5.3(a)-(b) hereof. In addition, any expenses already incurred pursuant to ¶¶5.3(a)-(b) hereof, hereof at the time of such termination or cancellation but which have not been paid, shall be paid by the Escrow Agent in accordance with the terms of the Settlement Agreement prior to the balance being refunded in accordance with ¶17.4 hereof.

18. SIGNATORIES AUTHORITY

18.1. The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

19. NO PRIOR ASSIGNMENTS

19.1. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

20. NOTICES

20.1. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) on the date given, if given by hand delivery; (ii) within one (1) business day, if sent by overnight delivery services such as Federal Express or similar courier; (iii) on the third business day after mailing by United States registered or certified mail, return receipt requested, or (iv) on the day received for delivery by email. All notices given under this Agreement shall be addressed as follows:

(a) To the Settlement Class:

Kimberly M. Donaldson-Smith
Chimicles Schwartz Kriner & Donaldson-Smith, LLP
One Haverford Centre
361 West Lancaster Avenue

Haverford, PA 19041
Telephone: (610) 642-8500
Fax: (610) 649-3633
Email: Kds@chimicles.com

(b) To Walmart:

Naomi G. Beer
Greenberg Traurig, LLP
1144 15th Street, Ste. 3300
Denver, Colorado 80202
Telephone: (303) 572-6500
Facsimile: (303) 572-6540
Email: BeerN@gtlaw.com

21. CONFIDENTIALITY

21.1. The negotiations related to the Settlement, this Agreement (including the drafting of this Agreement), and any negotiations prior to preliminary approval or between the time of preliminary and final approval will remain strictly confidential and shall not be discussed with anyone other than the Parties, their retained attorneys, their accountants and financial or tax advisers, their retained consultants, the Court, and the mediator Mr. Robert Meyer and his staff, unless otherwise agreed to by Class Counsel and Walmart or unless otherwise ordered by the Court.

22. PRESS RELEASE AND NEWS INQUIRIES

22.1. The Parties shall agree to language to be used in the event of inquiries from the media regarding this Settlement. Neither the Parties nor their counsel shall contact the media regarding this Settlement. In the event that the Parties or their counsel receive inquiries from the media regarding this Settlement, they shall refer such inquiries to the agreed statement and shall not make any other statements to the media regarding this Settlement. This provision shall not prohibit notice in accordance with the Notice Plan, including through an agreed release of the Summary Notice through PR Newswire.

23. DOCUMENTS AND DISCOVERY

23.1. Class Counsel will maintain confidentiality of documents and data produced by Walmart in the Litigation pursuant to the protective order entered in the Litigation, and within ninety (90) Days following the Settlement Effective Date, Class Counsel shall either return such documents and data or certify that such documents and data have been destroyed.

24. MISCELLANEOUS PROVISIONS

24.1. Construction. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or her or his counsel participated in the drafting of this Agreement.

24.2. Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

24.3. Modification. This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties without Court approval if the Parties agree and cause exists for such modification. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

24.4. Integration Clause. This Agreement, the Exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Litigation. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

24.5. Binding on Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

24.6. Counterparts. This Agreement may be executed by signature sent via facsimile or email, and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

24.7. Mediation. The Parties agree to mediation with Mr. Robert A. Meyer to resolve any disagreements over the implementation of the terms of this Agreement or any other documents necessary to effectuate the Settlement. Unless otherwise ordered by Mr. Meyer, the Parties will split the costs of any such mediation and all Parties will bear their own attorneys' fees. If any such mediation is unsuccessful, the dispute shall be decided by the Court, which shall retain jurisdiction with respect to implementing and enforcing the terms of the Agreement, and the Parties agree to submit to the Court's jurisdiction for purposes of implementing and enforcing the Settlement embodied in the Settlement Agreement and matters related to it.

24.8. Applicable Law. This Agreement shall be governed by Florida law without regard to its choice of law or conflicts of law principles or provisions.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Plaintiff and Walmart have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: November 15, 2023

Dated: November 16, 2023



Nicholas E. Chimicles
Kimberly M. Donaldson-Smith
Zachary P. Beatty
**Chimicles Schwartz Kriner &
Donaldson-Smith LLP**
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Fax: (312) 586-7800
**Specially Admitted*

Attorney for Defendant Walmart Inc.

EXECUTION VERSION

IN WITNESS WHEREOF, Defendant Walmart, Inc., by and through its authorized representative, has executed this Settlement Agreement as of the date(s) indicated on the line(s) below.

DATED: November 15, 2023 | 16:34 CST



Name: Rachel Brand

Title: EVP for Global Governance

EXECUTION VERSION

IN WITNESS WHEREOF, Plaintiff and Class Representative, Vassilios Kukorinis, has executed this Settlement Agreement as of the date indicated on the line below:

DATED: Nov 15th 2023



Vassilios Kukorinis

**Exhibit 1 to the Settlement Agreement
Proposed Preliminary Approval Order**

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

VASSILIOS KUKORINIS,
individually and on behalf of all
others similarly situated,

Plaintiff,

v.

WALMART, INC.,

Defendant.

CASE NO. 8:22-CV-02402-VMC-TGW

[PROPOSED] ORDER
PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

WHEREAS, an action is pending before this Court entitled *Kukorinis v. Walmart Inc.*, No. 8:22-cv-02402-VMC-TGW (M.D. Fla.) (“Litigation”);

WHEREAS, Plaintiff has made application, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the Settlement of this Litigation, in accordance with a Stipulation and Agreement of Class Action Settlement dated as of November 15, 2023 (“Agreement” or “Settlement Agreement”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed Settlement of the Litigation and for dismissal of the Litigation with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and the Exhibits annexed thereto; and

WHEREAS, unless otherwise defined, all terms used herein have the same

meanings as set forth in the Settlement Agreement.

WHEREAS, the Court preliminarily finds that the proposed Settlement should be approved as:

- (i) the result of informed, serious, extensive arm's-length and non-collusive negotiations between experienced counsel following mediation under the direction of an experienced mediator;
- (ii) eliminating the risks to the Parties of continued litigation;
- (iii) has no obvious deficiencies;
- (iv) it does not provide undue preferential treatment to the Settlement Class Representative or segments of the Settlement Class; and
- (v) it appears to fall within the range of possible approval and is therefore sufficiently fair, reasonable, and adequate to warrant providing notice of the proposed Settlement to Settlement Class Members and further consideration of the Settlement at the Final Approval Hearing described below.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has reviewed the Settlement Agreement and preliminarily approves the Settlement set forth therein as fair, reasonable, and adequate to the Settlement Class, subject to further consideration at the Final Approval Hearing described below.

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for purposes of this Settlement only, the Court preliminarily certifies

Exhibit 1 to Settlement Agreement
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the following Settlement Class: means all Persons who Purchased Weighted Goods and/or Bagged Citrus in-person at a Walmart retail store, supercenter, or neighborhood market in the United States or Puerto Rico (“Walmart Store”) during the Settlement Class Period. Excluded from the Settlement Class are: (1) the judges presiding over this Litigation and members of their direct families; (2) Walmart Inc.’s directors, officers, and executives; (3) Class Counsel; and (4) Settlement Class Members who submit a valid and timely Opt-Out Request approved by the Court.

3. The Court finds, for the purposes of the Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Class; (c) Plaintiff’s claims are typical of those of the Settlement Class; (d) Plaintiff and Class Counsel have fairly and adequately represented the Settlement Class’s interests and will continue to do so; (e) questions of law and fact common to Settlement Class Members predominate over any questions affecting only individual Settlement Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Plaintiff is preliminarily certified as Class Representative and Kimberly M. Donaldson-Smith, Nicholas E. Chimicles, and Zachary P. Beatty of Chimicles Schwartz Kriner & Donaldson-Smith, LLP is

preliminarily certified as Class Counsel.

Final Approval Hearing

5. A hearing (“Final Approval Hearing”) shall be held before this Court on _____, 2024 [a date approximately **XXX** calendar days from the date of this Order], at the United States District Court for the Middle District of Florida, Tampa Division, Sam M. Gibbons United States Courthouse, 801 North Florida Avenue, Tampa, Florida 33602, to determine: whether the proposed Settlement on the terms and conditions provided for in the Agreement is fair, reasonable, and adequate to the Settlement Class and should be approved; whether the proposed Judgment and Order of Dismissal should be entered; whether the Settlement Class should be finally certified for purposes of the Settlement only; whether Plaintiff and Class Counsel should be finally appointed as Class Representative and Class Counsel, respectively, for purposes of the Settlement only; the amount of Attorneys’ Fees, Costs, or Expenses to be awarded to Class Counsel; and, such other matters relating to this Settlement as may properly be before the Court.

6. The Court may adjourn the Final Approval Hearing, or hold the hearing electronically via Zoom, without further notice to Settlement Class Members, provided that the time or the date of the Final Approval Hearing shall not be set at a time or date earlier than the time and date set forth in ¶ 5 and any new date / time will be promptly posted on the Settlement Website upon being ordered.

7. The Court retains jurisdiction to consider all applications arising out of or connected with the proposed Settlement.

8. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

Notice and Claims Administration

9. Pursuant to Fed. R. Civ. P. 23(c), the firm of Angeion Group is hereby appointed to supervise and administer the Notice Plan as well as the processing of Claims as more fully set forth below (“Claims Administrator”).

10. The Notice Plan, including the form of the notices and methods for notifying the Settlement Class of the Settlement and its terms and conditions, and the Attorneys’ Fees, Costs and Expenses to be sought by Class Counsel:

- a. meet the requirements of the Federal Rules of Civil Procedure (including Rules 23(c)-(e)) the United States Constitution (including the Due Process Clause), and the Rules of this Court;
- b. constitute the best notice to Settlement Class Members practicable under the circumstances;
- c. are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of (i) the proposed Settlement of this Litigation; (ii) their right to exclude themselves from the Class; (iii) their right to object to any aspect of the proposed Settlement; (iv) their right to appear at the Final Approval Hearing, either on their own or through counsel hired at their own expense, if they did not exclude themselves from the Settlement Class; and (v) the binding effect of the proceedings,

Exhibit 1 to Settlement Agreement
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rulings, orders and judgments in this Litigation, whether favorable or unfavorable, on all persons not excluded from the Settlement Class; and,

- d. are reasonable and constitute due, adequate and sufficient notice to all Persons entitled thereto.

11. Not later than **XX** Days after the Court signs and enters this Order (the “Notice Date”), the Claims Administrator shall:

- a. commence dissemination of direct notice as set forth in the Notice Plan;
- b. commence digital and media notice as set forth in the Notice Plan;
- c. cause the Settlement Website (www.WalmartWeightedGroceriesSettlement.com) to go live and post on the Settlement Website the Settlement Agreement and exhibits, including the Notice and Claim Form, substantially in the form of Exhibits 1A and 1B, hereto.

12. Not later than **XX** Days after the Court signs and enters this Order, the Claims Administrator shall cause the publication over PRNewswire the Summary Notice substantially in the form of Exhibit 1C, hereto, and publish notice of the Settlement in *People Magazine*, as set forth in the Notice Plan.

13. At least seven (7) Days prior to the Final Approval Hearing, Class Counsel shall serve on Walmart’s Counsel and file with the Court proof, by affidavit or declaration, of effectuating the Notice Plan in accordance with ¶¶9-12.

14. All Notice and Administration Costs shall be paid promptly and on a

non-recourse basis from the Class Settlement Fund upon Class Counsel's receipt of invoices from the Claims Administrator. All Taxes and Tax Expenses shall be paid promptly and on a non-recourse basis from the Class Settlement Fund.

Effect of the Judgment and Order of Dismissal

15. All Settlement Class Members (which excludes Persons who timely and validly request exclusion pursuant to ¶ 23 below) shall be bound by all determinations and judgments in the Litigation concerning the Settlement, including, but not limited to, the Releases provided for therein, whether favorable or unfavorable to the Settlement Class regardless of whether such Persons seek or obtain by any means, including, without limitation, by submitting a Claim Form or any similar document, any distribution from the Class Settlement Fund or the Net Class Settlement Fund.

Claim Form

16. Class Members who wish to participate in the Settlement shall complete and submit a Claim Form (Exhibit 1B hereto) in accordance with the terms of the Settlement Agreement and the instructions contained in the Claim Form.

17. Unless the Court orders otherwise, all Claim Forms must be postmarked or submitted electronically no later than XXX Days from the Notice Date.

18. Any Settlement Class Member who files a Claim Form shall reasonably cooperate with the Claims Administrator, including by promptly responding to any inquiry made by the Claims Administrator. Any Settlement Class Member who does not timely submit a Claim Form within the time provided for, shall be barred from sharing in the distribution of the proceeds of the Class Settlement Fund but shall

Exhibit 1 to Settlement Agreement
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nonetheless be bound by entry of the Judgment by the Court. Notwithstanding the foregoing, Class Counsel may, in its discretion, accept late-submitted Claims for processing by the Claims Administrator so long as distribution of the Net Class Settlement Fund to Approved Claimants is not materially delayed thereby, but shall not incur any liability for declining to do so.

19. The Claim Form submitted by each Settlement Class Member must satisfy the following conditions, unless otherwise ordered by the Court: (i) it must be properly completed, signed and submitted in a timely manner; (ii) to the extent applicable, it must be accompanied by adequate supporting documentation as identified in Claim Form; (iii) if the person executing the Claim Form is acting in a representative capacity, a certification of his, her, or its current authority to act on behalf of the Settlement Class Member must be included therein; (iv) it must be complete and contain no material deletions or modifications of any of the printed matter contained therein; and (v) it must be signed under penalty of perjury.

20. Once the Claims Administrator has considered a timely submitted Claim Form, it shall determine whether such Claim is valid, deficient, or rejected. For each Claim determined to be either deficient or rejected, the Claims Administrator shall notify the Settlement Class Member of the deficiencies (“Deficiency Notice”) and give the Settlement Class Member twenty-one (21) Days to cure the deficiencies by informing the Claims Administrator of the reasons the Claimant contests the rejection along with supporting documentation. The Deficiency Notice shall be sent via e-mail, unless the Claimant did not provide an e-mail address, in which case it shall be sent

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via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Claims Administrator, fails to do so, the Claims Administrator shall notify the Settlement Class Member of that determination within a reasonable time. The Settlement Administrator may consult jointly with Class Counsel and Defense Counsel in making such determinations. The Deficiency Notice will inform the Claimant that if an issue concerning a Claim cannot otherwise be resolved, the Claimant may thereafter present the request for review to the Court.

21. No discovery shall be allowed on the merits of the Action or the Settlement in connection with processing any Claim Form.

22. As part of the Claim Form, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the Claim submitted, and shall, upon the Effective Date, release all Released Claims as provided in the Settlement Agreement.

Request for Exclusion

23. Any Person falling within the definition of the Settlement Class may, upon request, be excluded or “opt out” from the Settlement Class.

- a. Any such Person must submit to the Claims Administrator a request for exclusion (“Opt-Out Request”), by First-Class Mail such that it is postmarked no later than twenty-one (21) calendar days before the Final Approval Hearing (“Opt-Out Deadline”).
- b. An Opt-Out Request must (i) be signed; (ii) state the full name, current address, email address, and telephone number of the Person requesting

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exclusion; and (iii) contain a statement that the Person wishes to be excluded from the Settlement Class. The Opt-Out Request shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

- c. The Claims Administrator may invalidate mass-generated Opt-Out Requests. “Mass” or “class” requests for exclusion will not be allowed unless signed by each Settlement Class Member who seeks to opt out.
- d. All Persons who submit valid and timely Opt-Out Request in the manner set forth in this paragraph shall have no rights under the Settlement Agreement, shall not share in the distribution of the Net Class Settlement Fund, and shall not be bound by the Settlement Agreement or any Final Judgment. Walmart retains any defenses to such excluded claims
- e. Settlement Class Members may not submit both an Opt-Out Request and a Claim Form. If a Settlement Class Member submits both an Opt-Out Request and a Claim Form, the Claim Form will govern and the Opt-Out Request will be considered invalid.
- f. The Claims Administrator shall maintain a list of persons who have submitted Opt-Out Requests and shall provide such list to the Parties on a weekly basis. Seven (7) days after the Opt-Out Deadline, the Claims Administrator shall provide to counsel for Defendant and Class Counsel a complete list of the names and addresses of the members of the

Settlement Class who have opted out.

Commenting on or Objecting to the Settlement

24. A Settlement Class Member who does not submit a timely and valid Opt-Out Request may comment on or object to the Settlement on or before twenty-one (21) calendar days before the Final Approval Hearing (the “Objection Deadline”) by: (i) filing such objections, papers, and briefs with the Clerk of the United States District Court for the Middle District of Florida, Tampa Division, Sam M. Gibbons United States Courthouse, 801 North Florida Avenue, Tampa, Florida 33602, and (ii) serving by first-class mail copies of the same papers upon Counsel for the parties:

Kimberly M. Donaldson-Smith
Chimicles Schwartz Kriner & Donaldson-Smith, LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041

and

Naomi G. Beer
Greenberg Traurig, LLP
1144 15th Street, Ste. 3300
Denver, Colorado 80202

25. The objection must (a) be personally signed by the Settlement Class Member; and, (b) include the following information: (i) the full name, current address, and current telephone number of the Settlement Class Member; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of the position the objector wishes to assert, including the factual and legal grounds for the position and objection; and (iv) copies of any other documents that the objector wishes

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to submit in support of his/her/its position. In addition, the objecting Settlement Class Member must identify any previously filed objections filed by the Settlement Class Member and/or his/her/its counsel in any state or federal court. This listing must contain (i) the name of the case; (ii) the case number; (iii) the court in which the objection was filed; and (iv) the outcome of the objection.

26. The objection must be filed with the Court and received (not just postmarked) by the Parties' Counsel on or before the Objection Deadline.

27. The Court will consider a Settlement Class Member's objection only if the Settlement Class Member has complied with the above requirements.

28. Any Settlement Class Member who does not provide a notice of intention to appear in complete accordance with the deadlines and other specifications set out in the Notice, and who has not filed an objection in complete accordance with the deadlines and other specifications set forth in this Settlement and the Notice, subject to the approval of the Court, will be deemed to have waived any objections to the Settlement and can be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

29. Settlement Class Members who do not file and serve timely written objections in accordance with the procedures set forth above will be deemed to have waived any objections to the Settlement and are forever foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, or any aspect of the Settlement, or any aspect of the settlement, including, without limitation, the fairness, reasonableness, or adequacy of the proposed settlement, or any award of Attorneys'

Fees, Costs or Expenses.

30. Attendance at the Final Approval Hearing is not necessary. Subject to approval of the Court, any objecting Settlement Class Member may appear in person or by counsel at the Final Approval Hearing to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any petition for Attorneys' Fees, Costs, and Expenses. Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing must, by the Objection Deadline, file with the Court a written notice of objection and a notice of intention to appear at the Final Approval Hearing. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her/its counsel) will present to the Court at the Final Approval Hearing.

Escrow Account

31. All funds held by the Escrow Agent in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Settlement Agreement, Judgment, and/or further order(s) of the Court.

Filings in Support of the Settlement

32. All opening briefs and supporting documents in support of the Settlement and Plaintiff's Attorneys' Fees, Costs, and Expenses, shall be filed and served by a date thirty-five (35) Days before the Final Approval Hearing. Replies to any objections shall be filed and served a date seven (7) Days before the Final Approval

Hearing.

Notice and Claims Administration Expenses

33. All reasonable expenses incurred in identifying and notifying Class Members, as well as administering the Escrow Account and Class Settlement Fund, shall be paid as set forth in the Settlement Agreement. If the Settlement is not approved by the Court or the Effective Date otherwise does not occur, neither Plaintiff nor its Counsel shall have any obligation to repay any amounts incurred and properly disbursed pursuant to ¶¶5.2(a)-(b) of the Stipulation.

No Admissions

34. Neither this Order, the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed an admission or concession by any Party or its counsel, of any fault, liability or wrongdoing whatsoever, as to any facts or claims alleged or asserted in the Litigation, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding.

35. Neither this Order, the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be used by any person in the Litigation, or in any other action or proceeding, whether civil, criminal, or administrative, in any court, administrative agency, or other tribunal, except in connection with any proceeding to enforce the terms of the Stipulation. The Released Parties and each of their counsel may file the Settlement Agreement and/or the Judgment in any action that may be brought against them in order to support a

defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

Additional Matters

36. If the Settlement and Settlement Agreement are not approved or consummated for any reason whatsoever, the Settlement, Settlement Agreement, and all proceedings had in connection therewith shall be without prejudice to the rights of the Parties *status quo ante* as set forth in ¶17.1 of the Stipulation.

37. Until otherwise ordered by the Court, the Court stays all proceedings in the Litigation other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and Settlement Agreement. Pending final determination of whether the proposed Settlement should be approved, neither Plaintiff nor any Settlement Class Member, directly or indirectly, representatively, or in any other capacity, shall commence or prosecute against Walmart, any action or proceeding in any court or tribunal asserting any of the Released Claims.

38. The Court retains exclusive jurisdiction over the Litigation to consider all further matters arising out of or connected with the Settlement.

IT IS SO ORDERED.

DATED: _____

VIRGINIA M. HERNANDEZ COVINGTON
UNITED STATES DISTRICT JUDGE

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Notice

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IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA

KUKORINIS V. WALMART INC., CASE NO. 8:22-CV-02402-VMC-TGW

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: All Persons¹ who Purchased Weighted Goods and/or Bagged Citrus in-person at a Walmart retail store, supercenter, or neighborhood market in the United States or Puerto Rico (“Walmart Store”) from October 19, 2018 through and including [date preliminary approval order granted] (the “Settlement Class Period”). YOU MAY BE ELIGIBLE FOR A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

A federal court authorized this notice. This is not a solicitation from a lawyer.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

- A Settlement was reached in a class action that alleged that persons who purchased at Walmart Stores certain sold-by-weight meat, poultry, pork, and seafood products (referred to as “Weighted Goods”) and certain organic oranges, grapefruit, tangerines, and navel oranges sold in bulk in mesh or plastic bags (referred to as “Bagged Citrus”) paid more than the lowest in-store advertised price for those products. **Weighted Goods and Bagged Citrus are described in Question 5.**
- Walmart denies these allegations and denies that it did anything wrong.
- **Your legal rights are affected even if you do nothing. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		DEADLINE
SUBMIT A CLAIM	<p>You <u>must</u> submit a Claim to get a cash payment.</p> <p><u>No documentation is required to be eligible to receive a payment:</u> You may submit a Claim even if you no longer have receipts.</p> <p>You can submit your Claim Form online at www.WalmartWeightedGroceriesSettlement.com. You may also download the Claim Form from the Settlement Website, or call the Claims Administrator to receive a paper copy of the Claim Form, and mail your Claim Form to the Claims Administrator.</p> <p>For more information see Questions 5, 8-9.</p>	<p>Submitted online or, if mailed, postmarked no later than:</p> <p>MONTH 00, 2024</p>

¹ All capitalized terms in this Notice have the same meanings as defined in the Settlement Agreement, which can be viewed at www.WalmartWeightedGroceriesSettlement.com.

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<p>EXCLUDE YOURSELF FROM THE SETTLEMENT</p>	<p>You can choose to exclude yourself from the Settlement and receive no payment. This is also called “opting out” and submitting an “opt-out request.” This is the only option that allows you to keep your right to sue Walmart about the legal claims resolved by this Settlement. You can elect your own legal counsel at your own expense.</p> <p>For more information see Question 12.</p>	<p>POSTMARKED NO LATER THAN: MONTH 00, 2024</p>
<p>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</p>	<p>If you do not exclude yourself from the Settlement, you may object to it by writing to the Court about why you do not like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may file a Claim Form for a payment.</p> <p>For more information see Question 17.</p>	<p>POSTMARKED NO LATER THAN: MONTH 00, 2024</p>
<p>DO NOTHING</p>	<p>Unless you exclude yourself from the Settlement, you are automatically part of the Settlement. If you do nothing, you will get no payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against Walmart related to the legal claims resolved by this Settlement.</p>	<p>No Deadline</p>

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.
- This notice summarizes the proposed Settlement. The terms of the Settlement are in the Settlement Agreement, which is available at www.WalmartWeightedGroceriesSettlement.com or by contacting Class Counsel (whose contact information is listed in Question 15 below).
- **PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE PROCESS TO SUBMIT A CLAIM FORM.**

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INFORMATION ABOUT THE LITIGATION

1. Why was this Notice issued?

A federal court authorized this Notice because all Persons who Purchased Weighted Goods and/or Bagged Citrus in-person at a Walmart Store from October 19, 2018 through and including [date preliminary approval order granted] you have a right to know about the proposed Settlement of this class action lawsuit and about all of their options before the Court decides whether to grant final approval of the Settlement.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

If you qualify as a Settlement Class Member, then you can get a payment if you submit a Claim Form. To find out if you qualify, see **Questions 5 and 8** below.

The Honorable Virginia M. Hernandez Covington of the United States District Court for the Middle District of Florida is in charge of this case. The case is *Kukorinis v. Walmart Inc.*, No. 8:22-CV-02402-VMC-TGW (M.D. Fla.), and is referred to as the “Litigation” or “Action.” The person who filed the case is called the “Plaintiff.”

2. What is this Litigation about?

The Plaintiff alleges that the following conduct caused a Person who purchased Weighted Goods or Bagged Citrus at a Walmart Store during the Settlement Class Period to pay more than the lowest in-store advertised price for those products: (1) With respect to Weighted Goods, Plaintiff alleged that when the per unit price (*e.g.* the per pound or per ounce price) appearing on a Shelf Tag and/or in Walmart’s point-of-sale system in the store was lower than what appeared on the price label affixed to the product, Walmart’s in-store point-of-sale system would instead charge a Person at checkout the higher total price for the product, by inflating the products’ weight; (2) With respect to Bagged Citrus, Plaintiff alleged that the Shelf Tags in Walmart Stores displayed a weight that was higher than the weight of the Bagged Citrus appearing on its label and that Persons were charged for more Bagged Citrus than purchased; and (3) With respect to Weighted Goods that were nearing expiration, Plaintiff alleged that the yellow sticker on the product that advertised the product’s reduced price could state a lower per unit price than what the Person was charged for the product in the store.

Walmart denies the Plaintiff’s allegations and denies any and all wrongdoing or liability with respect to the claims asserted in the Litigation.

Neither the Court nor a jury have considered or decided the merits of the allegations in the lawsuit. The parties have negotiated and entered into the proposed Settlement to avoid the risk, uncertain outcome, and expense of continued litigation.

3. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of people with similar claims. Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all class members, except for those who exclude themselves from the settlement. In this Settlement, the Settlement Class Representative is Vassilios Kukorinis.

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4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Walmart. Instead, both sides agreed to this Settlement to avoid the costs and risks of a trial and allow the Settlement Class Members to receive payments from the Settlement. The Settlement Class Representative and his attorneys believe the Settlement is in the best interests of the Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the settlement?

The Settlement Class includes all Persons who Purchased Weighted Goods and Bagged Citrus in-person at a Walmart Store during the Settlement Class Period. The following Persons are excluded from the Settlement Class: the judges presiding over this Litigation and members of their direct families; (2) Walmart Inc.'s directors, officers, and executives; (3) Class Counsel; and (4) Settlement Class Members who submit a valid and timely Opt-Out Request approved by the Court.

- **“*Bagged Citrus*”** means organic oranges, grapefruit, tangerines, and navel oranges sold in Walmart Stores that were sold in bulk in mesh or plastic bags. **Examples of the types of products that are representative of Bagged Citrus can be viewed in the Plaintiff’s Amended Complaint [LINK].**
- **“*Purchased*” or “*Purchasing*”** means the purchase of Weighted Goods and/or Bagged Citrus in person, at a Walmart Store, and not for resale, that were not returned by the Settlement Class Member. **Purchases of the Weighted Goods and Bagged Citrus products online or for resale are not part of the Litigation and Settlement and are NOT eligible for payment from the Class Settlement Fund.**
- **“*Settlement Class Period*”** means from October 19, 2018 through and including [insert the date the Court grants the Preliminary Approval Order].
- **“*Walmart Store*”** means a Walmart retail store, supercenter, or neighborhood market in the United States and Puerto Rico.
- **“*Weighted Goods*”** means variable weight meat, poultry, pork and seafood products that are labeled with a price embedded bar code and designated by Walmart as part of its Department 93 products. At times, Department 93 Weighted Goods that are nearing their expiration dates may have been labelled with a yellow sticker that provided a discounted “You Pay!” price. **Examples of the types of products that are representative of Weighted Goods can be viewed in the Plaintiff’s Amended Complaint [LINK].**

Product descriptions and a searchable list of UPC Codes for the Weighted Goods and Bagged Citrus are on the Settlement Website, www.WalmartWeightedGroceriesSettlement.com.

The Settlement, and your being part of the Settlement Class, depends on the Court granting final approval of the Settlement. This means that, if the Settlement does not receive final approval by the Court, then there is no Settlement Class and Settlement Class Members will not get any

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payment, and Plaintiff would need to go back to Court to seek to certify the case as a class action and prove his case through trial.

6. I'm still not sure if I am included in the Settlement.

If you have any questions, you may contact the claims administrator at **000-000-0000**.

THE SETTLEMENT BENEFITS

7. What are the benefits of the Settlement?

The Settlement provides that Walmart will pay \$45,000,000, which is referred to the Class Settlement Amount.

The Class Settlement Amount, plus all interest, less (i) all Court-awarded Attorneys' Fees, Costs, and Expenses, (ii) Notice and Administration Costs; (iii) Taxes and Tax Expenses associated with the Settlement Fund, and (iv) any other Court-approved fees, expenses or deductions, is referred to as the Net Class Settlement Fund.

The Net Class Settlement Fund will be distributed to Settlement Class Members as explained in **Question 8**. The Class Settlement Fund is non-reversionary, meaning that if there is any remaining balance in the Class Settlement Fund that cannot be economically distributed to Settlement Class Members who submitted valid Claim Forms, the remaining balance does not go back to Walmart.

In exchange for the Class Settlement Amount, the Settlement Class Representative and each Settlement Class Member who has not validly and timely requested exclusion from the Settlement shall be deemed to have released claims against Walmart, as explained in **Question 11**.

If the Court does not approve the Settlement, or the Effective Date of the Settlement does not otherwise occur, then there is no Settlement and Settlement Class Members will not get any payment.

8. Who can get money from the Settlement, and how much will the payment be?

Only Settlement Class Members are eligible to receive a payment from the Settlement. See **Question 5**.

To receive a payment from the Net Class Settlement Fund, Settlement Class Members must submit a valid and timely Claim Form. A "Claimant" is a Settlement Class member who submits a Claim by way of a Claim Form. See **Question 9**. An "Approved Claimant" is any Claimant whose Claim is approved by the Claims Administrator.

The amount that a Settlement Class Member will receive and what they must do to get a payment depends on the amount of Weighted Goods or Bagged Citrus they Purchased during the Settlement Class Period. **In addition, the amount that a Settlement Class Member will receive depends on the number of people who submit valid Claim Forms because all amounts are subject to a potential pro rata increase or decrease and to a supplemental distribution.**

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An Approved Claimant shall be entitled to receive **only one** of the following individual payment amounts in (i)-(v), ***except that all amounts are subject to a potential pro rata increase or decrease and to a supplemental distribution*** as set forth below. Therefore, the actual amount of the monetary payment to an Approved Claimant will not be known until the Claims Administrator has received and processed all of the timely and valid Claims.

- (i) If the Approved Claimant does not have receipts, proof of purchase, or other documentation but attests to Purchasing up to 50 Weighted Goods and/or Bagged Citrus in-person in a Walmart Store during the Settlement Class Period, then that Approved Claimant will be entitled to ten dollars (\$10.00);
- (ii) If the Approved Claimant does not have receipts, proof of purchase, or other documentation but attests to Purchasing 51 up to 75 Weighted Goods and/or Bagged Citrus in-person in a Walmart Store during the Settlement Class Period, then that Approved Claimant will be entitled to fifteen dollars (\$15.00);
- (iii) If the Approved Claimant does not have receipts, proof of purchase, or other documentation but attests to Purchasing 76 up to 100 Weighted Goods and/or Bagged Citrus in-person in a Walmart Store during the Settlement Class Period, then that Approved Claimant will be entitled to twenty dollars (\$20.00);
- (iv) If the Approved Claimant does not have receipts, proof of purchase, or other documentation but attests to Purchasing 101 or more Weighted Goods and/or Bagged Citrus in-person in a Walmart Store during the Settlement Class Period, then that Approved Claimant will be entitled to twenty-five dollars (\$25.00); or
- (v) If the Approved Claimant has receipts, proof of purchase, or other documentation that substantiates (a) each Weighted Good and/or Bagged Citrus Purchased in-person in a Walmart Store during the Settlement Class Period, and (b) the amount paid for each Weighted Good and/or Bagged Citrus Purchased, then that Approved Claimant will be entitled to receive 2% of the total cost of the substantiated Weighted Goods and Bagged Citrus Purchased, capped at five hundred dollars (\$500.00).

For Approved Claimants in (v), you may be able to obtain copies of your receipts from Walmart's website: <https://www.walmart.com/receipt-lookup>.

Payments will be made by electronic means, with the Approved Claimant having the option to elect to receive their cash payment through either Venmo, Zelle, ACH or virtual pre-paid MasterCard; but an Approved Claimant may request a paper check if they are unable to receive an electronic payment.

In the event that the amount due to Approved Claimants exceeds the Net Class Settlement Fund, then the payment due to each Approved Claimant shall be decreased on a pro rata basis.

In the event that the amount due to Approved Claimants is less than the Net Class Settlement Fund, then the Claims Administrator shall make supplemental distributions on a pro rata basis to all Approved Claimants until such distributions are no longer economically feasible.

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At the time supplemental distributions are no longer economically feasible, Class Counsel shall apply to the Court for approval of the payment of such residual to one or more non-profit organizations.

The Class Settlement payment amounts were determined by Class Counsel and their expert based on discovery and analyses of sales and transaction data produced by Walmart in the Litigation for the Weighted Goods and Bagged Citrus, and Class Counsel's and their expert's damages analysis and estimates.

EACH CLASS MEMBER CAN ONLY SUBMIT ONE CLAIM FORM.

THE CLAIMS ADMINISTRATOR WILL LIMIT THE NUMBER OF PAYMENTS PER HOUSEHOLD ABSENT SUFFICIENT DOCUMENTATION OR PROOF OF SEPARATE PURCHASES BY INDIVIDUALS RESIDING AT THE SAME ADDRESS.

PURCHASES OF WEIGHTED GOODS AND BAGGED CITRUS ONLINE, AND/OR FOR RESALE ARE NOT PART OF THE LITIGATION AND SETTLEMENT AND ARE NOT ELIGIBLE FOR PAYMENT FROM THE CLASS SETTLEMENT FUND.

9. How can I get a payment?

To qualify for a payment from the Settlement, you must be a Settlement Class Member and submit a Claim Form. The Claim Form is available on the Settlement Website, www.WalmartWeightedGroceriesSettlement.com. To submit your Claim Form, you may submit an electronic Claim Form online at the settlement website www.WalmartWeightedGroceriesSettlement.com or mail a physical Claim Form to the Claims Administrator. Failure to provide complete and accurate information could result in a denial of your Claim.

Your Claim must be postmarked or submitted online by **Month 00, 2024**.

READ THE CLAIM FORM IN FULL. You must submit a Claim Form to receive a payment. To be valid, a Claim Form must be completed in full and be signed under penalty of perjury. To be timely, a Claim Form must be submitted to the Claims Administrator via email, the Settlement Website, or, if mailed, postmarked, on or before the Claim Filing Deadline, as approved by the Court. **ALL CLAIMS ARE SUBJECT TO REVIEW AND VERIFICATION BY THE CLAIMS ADMINISTRATOR.**

10. When will I get my payment?

The Court will hold a Final Approval Hearing on **Month 00, 2024, at HH:MM Xm.**, to decide whether to approve the Settlement. The Court may move the Final Approval Hearing to a different date or time without providing further Notice to the Class. The date and time of the Final Approval Hearing can be confirmed at www.WalmartWeightedGroceriesSettlement.com.

If the Court approves the Settlement, there may be appeals which may delay the conclusion of the case. It is always uncertain whether these appeals can be resolved and resolving them can take time. If there is no appeal, then your settlement benefit will be processed promptly. You will receive your payment via electronic means to the account you list on your Claim Form. If you

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would like a paper check, you will need to request one. Please be patient—it may take several months before the Settlement becomes final and for Claims to be processed.

Updates regarding the Settlement and when payments will be made will be posted at www.WalmartWeightedGroceriesSettlement.com.

If the Claims Administrator determines your Claim should not be paid or should be paid only in part, then you will receive by email, unless you did not provide an email address in which case it shall be sent by U.S. mail, a letter telling you the reasons for the Claims Administrator’s determination. You will have twenty-one (21) Days to cure the deficiencies by informing the Claims Administrator of the reasons you contest the rejection along with supporting documentation. If you attempt to cure the deficiencies but, at the sole discretion and authority of the Claims Administrator, fail to do so, the Claims Administrator shall notify you of that determination within a reasonable time. The Claims Administrator may consult jointly with Class Counsel and Walmart’s Counsel in making such determinations. The letter will also inform you that if an issue concerning a Claim cannot otherwise be resolved, you may thereafter present the request for review to the Court.

11. What am I giving up to stay in the class?

Unless you exclude yourself (see **Question 12**), you are staying in the Settlement Class, regardless of whether or not you submit a Claim Form.

This means that upon the Effective Date of the Settlement, you shall have fully and forever released, compromised, settled, resolved, relinquished, waived and discharged each and every Settlement Class Member Released Claim against Walmart Released Parties. Staying in the Settlement Class means that all of the Court’s orders will apply to you and legally bind you.

However, Plaintiff and Settlement Class Members are not releasing any claims for personal injury or wrongful death.

The definitions of “Effective Date”, “Settlement Class Member Released Claims”, and the “Walmart Released Parties” are in Section 2 of the Settlement Agreement. Section 12 of the Settlement Agreement describes the comprehensive waiver, release, and dismissal of the legal claims that you give up if you remain a Settlement Class Member. The Settlement Agreement can be viewed at www.WalmartWeightedGroceriesSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I exclude myself from this Settlement?

If you do not want a payment from the Settlement and you want to keep your right, if any, to sue Walmart on your own about the legal issues in this Litigation, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement Class.

To exclude yourself from the Settlement, you must send a written request for exclusion to:

[Claim Administrator’s Address]

Your request for exclusion must be postmarked no later than **Month 00, 2024**. Your request for exclusion must (i) be signed; (ii) state your full name, current address, email address, and

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telephone number; and (iii) contain a statement that you request to be excluded from the Settlement Class. If you submit a timely and valid request for exclusion, the Court will exclude you from the Class.

If you exclude yourself: you cannot submit a Claim Form and you will not be able to receive any benefits of the Settlement; you cannot object to the Settlement; and, you will not be legally bound by anything that happens in this lawsuit.

13. If I do not exclude myself, can I sue Walmart for the same thing later?

No. If you do not timely exclude yourself from the Settlement, you cannot sue Walmart for any matters, legal claims, or damages (other than for personal injury or wrongful death) relating to the same legal issues of the claims in this Litigation. You must exclude yourself from the Settlement Class if you want to try to pursue your own lawsuit.

14. If I exclude myself, can I get the benefits of this Settlement?

No. If you exclude yourself from the Settlement Class, then you will not be able to Claim any payments under this Settlement. If you exclude yourself, you should not submit a Claim Form to ask for money from the class action Settlement. You cannot do both.

THE LAWYERS REPRESENTING YOU AND THE SETTLEMENT CLASS

15. Do I have a lawyer in this case?

Yes. The Court has appointed Kimberly M. Donaldson-Smith, Nicholas E. Chimicles, and Zachary P. Beatty of Chimicles Schwartz Kriner & Donaldson-Smith, LLP, 361 W. Lancaster Avenue, Haverford, Pennsylvania 19041, to represent the Settlement Class. Together these lawyers are called “Class Counsel.”

You do not need to hire your own lawyer, as Class Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer’s services. For example, you can ask your own lawyer to appear in court if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

16. How will the lawyers be paid?

For their efforts in pursuing the Litigation and securing the benefits of the Settlement for approximately millions of Settlement Class Members, Class Counsel will apply to the Court for an award of Attorneys’ Fees, Costs, and Expenses seeking fees up to, but not to exceed, 20% of the Class Settlement Amount, plus reimbursement of costs and expenses (which costs and expenses will not exceed \$200,000) incurred in connection with prosecuting the Action, plus any interest on such attorneys’ fees, costs, and expenses at the same rate and for the same periods as earned by the Class Settlement Fund (until paid). (See Section 8 of the Settlement Agreement for more details.)

Class Counsel’s motion for an award of Attorneys’ Fees, Costs, and Expenses will describe the factors that support their request, and it will be posted on the Settlement Website, www.WalmartWeightedGroceriesSettlement.com, after it is filed with the Court.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I like or dislike the Settlement?

If you are a Settlement Class Member and do not request to be excluded, then you can tell the Court you support the Settlement, or you can object to the Settlement or any part of it, including Class Counsel's request for Attorneys' Fees, Costs, and Expenses. The Court will consider all timely comments from Class Members. As a Settlement Class Member, you will be bound by the Court's final decision regarding the approval of this Settlement.

You are not required to submit anything to the Court unless you are objecting or wish to be excluded from the Settlement.

If you wish to object, you must submit a letter to the Court, and send by first-class mail copies to Class Counsel and Defense Counsel listed below, saying that you are objecting to the Settlement in *Kukorinis v. Walmart Inc.*, No. 8:22-CV-02402-VMC-TGW (M.D. Fla.).

Your objection must:

- (a) be personally signed by the Settlement Class Member; and
- (b) include the following information: (i) the full name, current address, and current telephone number of the Settlement Class Member; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of the position the objector wishes to assert, including the factual and legal grounds for the position and objection; and (iv) copies of any other documents that the objector wishes to submit in support of his/her/its position; and,
- (c) identify any previously filed objections filed by the Settlement Class Member and/or his/her/its counsel in any state or federal court. This listing must contain (i) the name of the case; (ii) the case number; (iii) the court in which the objection was filed; and (iv) the outcome of the objection.

Be sure to send your objection via the Court's electronic filing system, or by mail to the three different places set forth below, postmarked no later than **Month 00, 2024**:

(a) The Court:

Clerk, United States District Court
Middle District of Florida, Tampa Division
801 North Florida Avenue
Tampa, Florida 33602

(b) Class Counsel:

Kimberly M. Donaldson-Smith
Chimicles Schwartz Kriner & Donaldson-Smith, LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041

Exhibit 1A to the Settlement Agreement
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- (c) **Defense Counsel:**
Naomi G. Beer
Greenberg Traurig, LLP
1144 15th Street, Ste. 3300
Denver, Colorado 80202

If you intend to appear at the Final Approval Hearing personally or through a lawyer, then you must, prior to **Month 00, 2024**, file with the Clerk of the Court and serve on all counsel designated above a notice of intention to appear at the hearing. The notice of intention to appear must include copies of any papers, exhibits, or other evidence and identity of witnesses that will be presented at the hearing.

If you do not submit a written comment on or objection to the proposed Settlement or the application of Class Counsel for Attorneys' Fees, Costs, and Expenses, in accordance with the deadline and procedure set forth above, then you will waive your right to be heard at the Final Approval Hearing and to appeal from any order or judgment of the Court concerning the matter.

18. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you are a member of and do not request to exclude yourself from the Settlement Class, in which case you will be bound by the Court's final ruling. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement and wish to preserve any related claims against Walmart that you may have. If you exclude yourself, then you have no basis to object because the case no longer affects you.

FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **Month 00, 2024**, at HH:MM in Xm, in Courtroom 14B of the Sam M. Gibbons United States Courthouse, 801 North Florida Avenue, Tampa, Florida 33602. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court will also consider the motion for an award of Attorneys' Fees, Costs, and Expenses. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

The Court may reschedule the Final Approval Hearing, or hold the hearing via Zoom Webinar, or change any of the deadlines described in this Notice. The date of the Final Approval Hearing may change without further notice to Settlement Class Members. Be sure to check the website, www.WalmartWeightedGroceriesSettlement.com, for news of any such changes. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

Exhibit 1A to the Settlement Agreement
EXECUTION VERSION

20. Do I have to come to the hearing?

No. Class Counsel will represent all Settlement Class Members at the hearing and answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you sent your written objection such that it is received on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but that is not required.

21. May I speak at the hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the hearing concerning the proposed Settlement or the application of Class Counsel for Attorneys' Fees, Costs, and Expenses. To do so, you must submit a letter notice saying that it is your intention to appear at the Final Approval Hearing in *Kukorinis v. Walmart Inc.*, No. 8:22-CV-02402-VMC-TGW (M.D. Fla.). The letter notice must state the position you intend to present at the hearing, state the identities of all attorneys who will represent you (if any), and must include your full name, current address, and telephone number. You must send your letter notice to the Clerk of the Court, Class Counsel, and defense counsel at the addresses listed above, such that it is postmarked no later than **Month 00, 2024**. You may combine this notice and your objections in a single letter.

You cannot speak at the hearing if you exclude yourself from the Class.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, then you will *not* receive a payment under the Settlement and you will be bound by the Settlement, if the Court approves it, and release the claims described under Section 12 of the Settlement Agreement.

23. No Further Notices.

You will not receive further notices concerning approval of this proposed settlement agreement. Updates regarding this case will be available on the settlement website, www.WalmartWeightedGroceriesSettlement.com.

ADDITIONAL INFORMATION

24. How can I obtain more information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at:

- By visiting www.WalmartWeightedGroceriesSettlement.com
- By accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.njd.uscourts.gov>, or
- By visiting the office of the Clerk of the Court for the United States District Court for the Middle District of Florida, Tampa Division, 801 North Florida Avenue, Tampa,

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Florida 33602, between 8:30 a.m. to 4:00 p.m, Monday through Friday, excluding Court holidays.

You can file a Claim Form and obtain the Settlement Agreement and other documents at www.WalmartWeightedGroceriesSettlement.com. Updates regarding the case will also be available on the website. You may also call **000-000-0000**. You may also contact Class Counsel if you have any questions.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.**

Exhibit 1B to the Settlement Agreement Claim Form

Your claim form must be submitted online or postmarked by: [DEADLINE]

United States District Court Middle District of Florida

WAL

Kukorinis v. Walmart Inc. Case No. 8:22-CV-02402-VMC-TGW

CLAIM FORM INSTRUCTIONS

- 1. You may submit your Claim Form online at www.WalmartWeightedGroceriesSettlement.com or by U.S. Mail to the following address: Walmart Weighted Groceries Settlement, c/o Claims Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.
2. Please type or write your responses legibly.
3. Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned.
4. If your Claim Form is incomplete or missing information, the Claims Administrator may contact you for additional information. If you do not respond, the Claims Administrator will be unable to process your claim, and you will waive your right to receive money under the Settlement.
5. Each Class Member can only submit one Claim Form. The Claims Administrator will limit the number of payments per household absent sufficient documentation or proof of separate purchases by individuals residing at the same address.
6. You may only submit a Claim for Purchases of Weighted Goods and Bagged Citrus from October 19, 2018 through and including [DATE]. Weighted Goods are sold-by-weight meat, poultry, pork, and seafood products. Bagged Citrus are organic oranges, grapefruit, tangerines, and navel oranges sold in bulk in mesh or plastic bags. Product descriptions and a searchable list of UPC Codes for the Weighted Goods and Bagged Citrus are on the Settlement Website, www.WalmartWeightedGroceriesSettlement.com.
7. Only purchases of Weighted Goods and/or Bagged Citrus that were made in person at a Walmart retail store, supercenter, or neighborhood market in the United States and/or Puerto Rico are eligible. Purchases of Weighted Goods and Bagged Citrus products that were done online, for resale, or that were returned, are not part of the Litigation and Settlement and are not eligible for payment.
8. If you have any questions, please contact the Claims Administrator: by email at [EMAIL ADDRESS]; or by mail at the address listed above; or by calling x-xxx-xxx-xxxx.
9. You must notify the Claims Administrator if your email, mobile number, and/or address changes. If you do not, you may not receive your payment.
10. DEADLINE -- Your claim must be submitted online by [DEADLINE DATE]. Claim Forms submitted by mail must be mailed to the Claims Administrator postmarked no later than [DEADLINE DATE].

The amount that a Settlement Class Member will receive depends on the number of people who submit valid Claim Forms because all amounts are subject to a potential pro rata increase or decrease.

EXECUTION VERSION

Exhibit 1B to Settlement Agreement

Your claim form must be submitted online or postmarked by: [DEADLINE]

**United States District Court
Middle District of Florida**
Kukorinis v. Walmart Inc.
Case No. 8:22-CV-02402-VMC-TGW

WAL

CLAIM FORM

I. YOUR CONTACT INFORMATION AND MAILING ADDRESS

Provide your name and contact information below.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Mobile Phone Number

IF YOU RECEIVED AN EMAIL, PROVIDE THE FOLLOWING FROM THE EMAIL:

Notice ID:

Confirmation Code:

Your claim form must be submitted online or postmarked by: [DEADLINE]

United States District Court Middle District of Florida Kukorinis v. Walmart Inc. Case No. 8:22-CV-02402-VMC-TGW

WAL

II. BAGGED CITRUS AND/OR WEIGHTED GOODS PURCHASED

Select from one of the following two options:

* The dollar amounts shown below are not guaranteed; they are subject to a potential pro rata increase or decrease depending on the number of people who submit valid Claim Forms.

OPTION 1

- I do not have receipts, proof of purchase, or other documentation but attest to having Purchased the following number of Weighted Goods and/or Bagged Citrus in-person in a Walmart Store from October 19, 2018 through [DATE] (select one only):
- up to 50 Weighted Goods and/or Bagged Citrus to receive \$10.00*
- between 51 and 75 Weighted Goods and/or Bagged Citrus to receive \$15.00*
- between 76 and 100 Weighted Goods and/or Bagged Citrus to receive \$20.00*
- 101 or more Weighted Goods and/or Bagged Citrus to receive \$25.00*

Describe the types of Weighted Goods and/or Bagged Citrus you Purchased, and identify the Years Purchased:

Four horizontal lines for describing purchases.

OPTION 2

- I have receipts, proof of purchase, or other documentation that documents (a) each Weighted Good and/or Bagged Citrus product I Purchased in-person in a Walmart Store from October 19, 2018 through [DATE], and (b) the amount I paid for each Weighted Good and/or Bagged Citrus Purchased.

Enter the number of Weighted Goods and/or Bagged Citrus you are providing documentation for:

Horizontal line for number of items.

Enter the total amount paid for the Weighted Goods and/or Bagged Citrus that you submitted documentation for: \$. [You may receive 2% of this amount capped at \$500.00*]

Your claim form must be submitted online or postmarked by: [DEADLINE]

United States District Court Middle District of Florida

WAL

Kukorinis v. Walmart Inc. Case No. 8:22-CV-02402-VMC-TGW

III. PAYMENT SELECTION

Please select from one of the following payment options:

Venmo - Enter the mobile number associated with your Venmo account: _____ - _____ - _____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: _____ - _____ - _____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided in Section I above.

IV. VERIFICATION AND ATTESTATION UNDER PENALTY OF PERJURY

By signing below and submitting this Claim Form, I hereby swear under penalty of perjury that I am the person identified in Section I and the information provided in this Claim Form, including any accompanying supporting documentation, is true and correct, this is the only Claim Form that I have submitted, and nobody has submitted another claim in connection with this Settlement on my behalf.

I further understand, acknowledge, and agree that the amount I will receive shall be calculated in accordance with the terms of the Settlement Agreement and I am subject to the terms of the Settlement Agreement, including the release of claims as more fully described in the Settlement Agreement.

Your signature

Date: MM DD YYYY

Your name

Exhibit 1C to the Settlement Agreement Summary Notice

EXECUTION VERSION

Exhibit 1C to the Settlement Agreement

IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA

***KUKORINIS V. WALMART INC.*, CASE NO. 8:22-CV-02402-VMC-TGW**

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: All Persons who Purchased Weighted Goods and/or Bagged Citrus in-person at a Walmart retail store, supercenter, or neighborhood market in the United States or Puerto Rico (“Walmart Store”) from October 19, 2018 through and including [date preliminary approval order granted] (the “Settlement Class Period”).

YOU MAY BE ELIGIBLE FOR A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT. YOUR RIGHTS WILL BE AFFECTED BY THE SETTLEMENT.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Middle District of Florida, that a hearing will be held on _____, 2024, at _____, before the Honorable Virginia M. Hernandez Covington in Courtroom 14B of the Sam M. Gibbons United States Courthouse, 801 North Florida Avenue, Tampa, Florida 33602, for the purpose of determining (1): whether the proposed Settlement of this Action, reached between the parties, consisting of Forty-Five Million Dollars (\$45,000,000)(the “Class Settlement Amount”) in cash, as set forth in the Settlement Agreement dated November 15, 2023, should be approved as fair, reasonable, and adequate to Class Members; (2) whether the release by Class Members of claims as set forth in the Settlement Agreement should be authorized; (3) whether the proposed plan to distribute the Settlement proceeds is fair, reasonable, and adequate; (4) whether to approve Class Counsel’s request for an award of award of Attorneys’ Fees, Costs, and Expenses seeking fees up to, but not to exceed, 20% of the Class Settlement Amount, plus reimbursement of costs and expenses (which costs and expenses will not exceed \$200,000) incurred in connection with prosecuting the Action, plus any interest on such attorneys’ fees, costs, and expenses at the same rate and for the same periods as earned by the Class Settlement Fund (until paid).; (5) whether this Action should be dismissed with prejudice against Walmart Inc.; and, (6) whether the Judgment and Order of Dismissal should be entered. The date, time, and location of the settlement hearing are subject to change without further notice; any change to the date, time or location of the settlement hearing will be posted on the Settlement website at www.WalmartWeightedGroceriesSettlement.com.

A Settlement was reached in a class action that alleged that persons who purchased in-person at Walmart Stores certain sold-by-weight meat, poultry, pork, and seafood products (called “Weighted Goods”) and certain organic oranges, grapefruit, tangerines, and navel oranges sold in bulk in mesh or plastic bags (called “Bagged Citrus”) paid more than the lowest in-store advertised price for those products. Walmart denies these allegations and that it did anything wrong.

The Settlement website, www.WalmartWeightedGroceriesSettlement.com, contains product descriptions and a searchable list of UPC Codes for the Weighted Goods and Bagged Citrus, and examples of those products can be viewed in the FAQs and in the Plaintiff’s Amended Complaint on the Settlement website, www.WalmartWeightedGroceriesSettlement.com.

ADDITIONAL INFORMATION ABOUT THE CASE AND SETTLEMENT, INCLUDING HOW TO FILE A CLAIM, A COPY OF THE DETAILED NOTICE DISCUSSING THE SETTLEMENT AND YOUR RIGHTS, INFORMATION ABOUT THE WEIGHTED GOODS AND BAGGED CITRUS PRODUCTION, AND A COPY OF THE SETTLEMENT AGREEMENT ARE AVAILABLE AT:
www.WalmartWeightedGroceriesSettlement.com or call toll-free 0-000-000-0000

If you are a Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Claim **online or, if mailed, postmarked no later than _____, 2024**. No supporting documentation is required to be eligible to receive a payment: You may submit a Claim even if you no longer have receipts. You can submit your Claim online at www.WalmartWeightedGroceriesSettlement.com. You may also download the Claim Form from the Settlement Website, or call the Claims Administrator **toll-free 0-000-000-0000** to get a paper copy of the Claim Form, and mail your Claim Form to the Claims Administrator. Unless the deadline is extended, your failure to submit your Claim by the above deadline will preclude you from receiving any payment from the Settlement.

If you are a Class Member and you desire to be excluded from the Class, you must submit a request for exclusion, such that it is **postmarked no later than _____, 2024**, in the manner and form explained in the detailed Notice,

EXECUTION VERSION

Exhibit 1C to the Settlement Agreement

available at www.WalmartWeightedGroceries.com. All Class Members who do not timely and validly request exclusion from the Class will be bound by any judgment entered in the Action. If you exclude yourself from the Class, you will not receive any payment from the Settlement.

If you are a Class Member and want to object to the Settlement or Class Counsel's fee and expense application, the objection must be in the form and manner explained in the detailed Notice, which is available at www.WalmartWeightedGroceriesSettlement.com. Your objection must be mailed to each of the following recipients, such that *it is postmarked no later than* _____, 2024:

Court Clerk:

Clerk, United States District Court Middle
District of Florida, Tampa Division
801 North Florida Avenue
Tampa, Florida 33602

Class Counsel:

Kimberly M. Donaldson-Smith
Chimicles Schwartz Kriner &
Donaldson-Smith, LLP
361 West Lancaster Avenue
Haverford, PA 19041

Defense Counsel:

Naomi G. Beer
Greenberg Traurig, LLP
1144 15th Street, Ste. 3300
Denver, Colorado 80202

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, WALMART, OR DEFENSE COUNSEL REGARDING THIS NOTICE. If you have any questions about the Settlement, you may contact Class Counsel at the address listed above. Additional information about the Settlement can be found at www.WalmartWeightedGroceriesSettlement.com or by calling toll-free 0-000-000-0000

DATED:

**BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA**

Exhibit 2 to the Settlement Agreement
Judgment & Order of Dismissal

**Exhibit 2 to the Settlement Agreement
EXECUTION VERSION**

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

VASSILIOS KUKORINIS,
individually and on behalf of all
others similarly situated,

Plaintiff,

v.

WALMART, INC.,

Defendant.

CASE NO. 8:22-CV-02402-VMC-TGW

[PROPOSED] JUDGMENT AND ORDER OF DISMISSAL

WHEREAS, this matter came before the Court pursuant to the Order Preliminarily Approving Settlement and Providing for Notice (“Order”) dated _____, 202_, and on Plaintiff’s application for approval of the Settlement set forth in the Stipulation and Agreement of Class Action Settlement, dated as of November 15, 2023 (the “Settlement Agreement”). Due and adequate notice having been given to the Settlement Class as required in the Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed, and good cause appearing therefore,

WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set forth in the Settlement Agreement.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

**Exhibit 2 to the Settlement Agreement
EXECUTION VERSION**

1. This Final Judgment and Order of Dismissal (“Judgment”) incorporates by reference: (a) the Settlement; and (b) the Notice, Summary Notice, and Declaration of the Claims Administrator with respect to Notice, all filed with this Court.

2. This Court has jurisdiction over the subject matter of the Litigation and over all parties to the Litigation, including all Settlement Class Members.

3. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court affirms its determinations in the Order and finally certifies, for purposes of settlement only, a Settlement Class defined as: all Persons who Purchased Weighted Goods and/or Bagged Citrus in-person at a Walmart retail store, supercenter, or neighborhood market in the United States or Puerto Rico (“Walmart Store”) during the Settlement Class Period.

Excluded from the Settlement Class are:

- a. (1) the judges presiding over this Litigation and members of their direct families; (2) Walmart Inc.’s directors, officers, and executives; (3) Class Counsel; and
 - b. Settlement Class Members who timely and validly requested exclusion from the Class who are listed on Exhibit 1 hereto as having submitted an exclusion request allowed by the Court.
4. The Court hereby affirms its determination in the Order and finds, for

**Exhibit 2 to the Settlement Agreement
EXECUTION VERSION**

the purposes of the Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the Class is so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Class; (c) Plaintiff's claims are typical of those of the Class; (d) Plaintiff and Class Counsel have fairly and adequately represented the Class's interests and will continue to do so; (e) questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Court hereby affirms its determinations in the Order and finally appoints Plaintiff as Class Representative and Kimberly M. Donaldson-Smith, Nicholas E. Chimicles, and Zachary P. Beatty of Chimicles Schwartz Kriner & Donaldson-Smith LLP as Class Counsel.

6. The Notice of Pendency and Proposed Settlement of Class Action ("Notice") given to the Class was the best notice practicable under the circumstances, including the individual notice to all Class Members who could be identified through reasonable effort. The Notice provided the best notice practicable to Class Members under the circumstances of those proceedings and

**Exhibit 2 to the Settlement Agreement
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of the matters set forth in the Notice, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure (including Rules 23(c)-(e)), the United States Constitution (including the Due Process Clause), the Rules of this Court, and other applicable laws. No Settlement Class Member is relieved from the terms of the Settlement, including the Releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

7. A full opportunity has been offered to the Settlement Class Members to object to the proposed Settlement and to participate in the Final Approval Hearing. There have been [___] objections to the Settlement [each of which was addressed by the Court at the Final Approval Hearing].

8. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby affirms its determinations in the Order, fully and finally approves the Settlement set forth in the Settlement Agreement in all respects and finds that:

- a. the Settlement is, in all respects, fair, reasonable, adequate and in the best interest of the Settlement Class;
- b. the Settlement was the result of informed, serious, extensive arm's-length among experienced counsel following mediation under the direction of an experienced mediator;

**Exhibit 2 to the Settlement Agreement
EXECUTION VERSION**

- c. there was not collusion in connection with the Settlement; and,
- d. the record is sufficiently developed and compete to have enabled Plaintiff and Walmart to have adequately evaluated and considered their positions.

9. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Settlement Agreement, as well as the terms and provisions hereof. Except as to any individual claim of those Persons (identified in Exhibit 1 attached hereto) who have validly and timely requested exclusion from the Settlement Class (for whom Walmart can and expressly does retain any defenses to such excluded claims), the Court hereby dismisses the Action and all Released Claims with prejudice as provided in the Settlement Agreement.

10. The Parties are to bear their own costs, except as and to the extent provided in the Settlement Agreement and herein.

11. The Releases set forth in Section 12 of the Settlement Agreement, together with the definitions contained in the Settlement Agreement relating thereto in Section 12, are expressly incorporated herein by reference. Accordingly, this Court orders that:

- a. Upon the Effective Date of the Settlement, by operation of this Judgment, Settlement Class Member Releasing Parties shall have

**Exhibit 2 to the Settlement Agreement
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fully and forever released, compromised, settled, resolved, relinquished, waived and discharged each and every Settlement Class Member Released Claim against Walmart Released Parties.

- b. Upon the Effective Date, and by operation of the Judgment, Walmart Releasing Parties shall have fully and forever released, compromised, settled, resolved, relinquished, waived and discharged each and every Walmart Released Claim against Settlement Class Member Released Parties. Nothing in this Judgment shall bar any action by any of the Settling Parties to enforce or effectuate the terms of the Stipulation or the Judgment.
- c. Notwithstanding any provision in the Judgment and Settlement Agreement, Plaintiff and Settlement Class Members are not releasing any claims for personal injury or wrongful death. Further, this agreement does not affect claims by any governmental authority.

12. Any order entered regarding Plaintiff's application for Attorneys' Fees, Costs, and Expenses to Class Counsel, or concerning the allocation of the Net Settlement Fund to Authorized Claimants, shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

13. The Settlement, the Settlement Agreement (whether or not consummated) and the Exhibits thereto, including the contents thereof, the

**Exhibit 2 to the Settlement Agreement
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negotiations leading to the execution of the Settlement Agreement, any proceedings taken pursuant to or in connection with the Settlement, and/or approval of the Settlement (including any arguments proffered in connection therewith), and any communication relating thereto, are not evidence, nor an admission or concession by any Party or its counsel, of any fault, liability or wrongdoing whatsoever, as to any facts or claims alleged or asserted in the Litigation, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding.

14. Neither the Settlement, the Settlement Agreement, the negotiations leading to the execution of the Settlement Agreement, nor any proceedings taken pursuant to or in connection with the Settlement and Settlement Agreement, and/or approval of the Settlement (including any arguments proffered in connection therewith), nor any communication relating thereto, shall be:

- a. offered or received against any Party as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any Party of the truth of any allegations by Plaintiff, or the validity of any claim or defense that has been or could have been asserted in the Litigation, or the validity or deficiency of any defense that has been or could have been asserted in the Litigation or in any other litigation, including, but not limited to, litigation of the Released

**Exhibit 2 to the Settlement Agreement
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Claims, or that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial or in any proceeding other than the Settlement; or,

- b. offered or received against any Party as evidence of a presumption, concession, or admission of any fault, misrepresentations, or omission, the absence of any fault, misrepresentation, or omission, with respect to any statement or written document approved or made by Walmart, or against Plaintiff or any Member of the Settlement Class as evidence of any infirmity in the claims of Plaintiff and the Settlement Class.

15. However, the Parties may reference or file the Settlement Agreement and/or Judgment from this Litigation in any other action that may be brought against them in order to (a) effectuate the Releases granted them hereunder; and (b) support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16. Walmart has denied and continue to deny liability and maintain that it has meritorious defenses and have represented that it entered into the Settlement solely in order to avoid the cost and burden of litigation.

17. Without affecting the finality of this Judgment in any way, this Court

**Exhibit 2 to the Settlement Agreement
EXECUTION VERSION**

hereby retains continuing jurisdiction over: (a) implementation of this Settlement; (b) disposition of the Net Class Settlement Fund; (c) hearing and determining applications for attorneys' fees, expenses, and interest in the Litigation; (d) the Parties for the purpose of construing, enforcing, and administering the Settlement Agreement; (e) Settlement Class Members for all matters relating to the Litigation and Settlement; and (f) other matters related or ancillary to the foregoing. The administration of the Settlement, and the decision of all disputed questions of law and fact with respect to the validity of any claim or right of any Person to participate in the distribution of the Net Class Settlement Fund, shall remain under the authority of this Court.

18. The Court finds that during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

19. If the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Effective Date does not occur, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement, and the Class Settlement Fund shall be returned in accordance with

**Exhibit 2 to the Settlement Agreement
EXECUTION VERSION**

the terms of the Settlement Agreement.

20. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

IT IS SO ORDERED.

DATED: _____

VIRGINIA M. HERNANDEZ COVINGTON
UNITED STATES DISTRICT JUDGE

ADDENDUM A

Weighted Goods – UPCs

This Addenda lists Weighted Goods by category in the order noted below.

- **Meat Products** at pages 2 - 40
 - Beef products at pages 3 - 16
 - Chicken products at pages 17 - 23
 - Pork products at pages 24 - 35
 - Turkey Products at pages 36 - 38
 - Miscellaneous/Other Meats at pages 39 - 40

- **Seafood Products** at pages 41 - 47

MEAT PRODUCTS

BEEF PRODUCTS

<u>Beef</u>
UPC
25853800000

<u>Beef Flat Iron</u>
UPC
22890600000

<u>Beef Round Steak</u>
UPC
22019400000
22010100000
22726600000
25971900000
25998700000
25998800000
26012200000
26237200000
25998700000

<u>Beef Asian Skewer</u>
UPC
25888700000

<u>Beef Bacon Wrapped Filet</u>
UPC
25934500000
25934500000
25934500000
25934500000
22615500000

<u>Beef Blade Steak</u>
UPC
25124800000

<u>Beef Bones</u>
UPC
22717700000
22632400000
26040600000
26040600000

<u>Beef Bottom Round Steak/Roast</u>
UPC
26264800000
20730900000
22460800000
26129400000
26004800000
22566900000
22567000000
22628300000
25974000000
25982600000
25999400000
25999400000
20155700000
26317400000
22625200000
25108600000
25973900000
22144900000
22145000000
25999500000
20157600000
22566300000
22730000000
25108500000
25974600000
25985400000
25999300000
26007600000
25999300000

<u>Beef Bottom Round Steak/Roast</u>
UPC
26041100000
22111900000
22117800000
22449700000

<u>Beef Brisket</u>
UPC
20157300000
20155100000
20158900000
20107300000
20157300000
22459400000
20114800000
25975800000
22047500000
20157300000
22606000000
22626700000
20157300000
25868900000
25962500000
26044300000
26112600000
26112600000
20157300000
20157300000
25864000000
22605800000
26129300000
26000200000
25007600000
22842100000
22108100000
25957800000
20566600000

<u>Beef Brisket</u>
UPC
22075500000

<u>Beef Carne</u>
UPC
26335200000
26335200000
20626000000
20626000000
25934400000
25935800000
25991700000
22007100000
22011800000
22082200000
22508000000
22519000000
22766500000
25972100000
25973500000
25985500000
25995600000
25995700000
26007700000
22508000000
26165700000
26257600000
26297100000
26306800000
25995700000
22764600000
26335700000
26335200000
26031200000
26237400000

<u>Beef Cheek</u>
UPC
20100900000

<u>Beef Cheek</u>
UPC
22765600000
22765600000

<u>Beef Chitterlings</u>
UPC
20918800000

<u>Beef Chop</u>
UPC
25914200000

<u>Beef Chuck Eye Steak</u>
UPC
22017600000
22008000000
25855300000
25862800000
25975500000
25995100000
25975500000
26235600000
25995100000
22017600000

<u>Beef Pectoral</u>
UPC
22459600000
26236200000

<u>Beef Chuck Roast</u>
UPC
25009600000
25656100000
22017500000
22008600000
25970700000

<u>Beef Chuck Roast</u>
UPC
25983500000
25992100000
25996300000
26014400000
26010800000
26235500000
26235500000
25996300000
22717200000
25945500000
22017000000
22008400000
22132800000
20179700000
22574900000
22576600000
22606100000
22625000000
25005500000
25011600000
25970500000
25986400000
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25996200000
25996200000
26112400000
26102900000
26112400000
26010700000
26010700000
26010700000
25970500000
26269400000
26269400000
26269400000
25996200000
26269400000
26269400000
20771500000
22016200000

<u>Beef Chuck Roast</u>
UPC
22012600000
22120000000
22145100000
22717100000
25011500000
25128100000
25864300000
25936600000
25964400000
25966100000
25968600000
26008300000
26009600000
25966100000
25964400000
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25966100000
25964400000
25966100000
26009600000
25966100000
25966100000
25964400000
25945700000
25913500000
26002200000
26045000000
26045000000
26045000000
26045000000
26045000000
26045000000
26045000000
26045000000
26045000000

<u>Beef Chuck Roll</u>
UPC
22122200000

<u>Beef Chuck Steak</u>
UPC
22626600000
22605400000
22605500000
22624800000
22679100000
22726300000
25985700000
25990900000
25995200000
25995300000
25137300000
22148200000
25972800000
25985300000
25991500000
25995400000
26007500000
26013800000
22017200000
20132800000
20677100000
22017100000
22084200000
20162300000
22635600000
22678500000
22744300000
25005600000
25972900000
25970600000
25986500000
25995900000
26008700000
26031100000
25970600000
25972900000
25970600000
25995900000
26235800000
26235700000

<u>Beef Chuck Steak</u>
UPC
25995900000
25970600000
22047300000
22071700000
22764800000
25958300000
22116300000
25795200000

<u>Beef Cube Steak</u>
UPC
22614500000
22785900000
22822900000
25975400000
25983700000
25997700000
26005900000
25997700000
25137400000
25997700000
20133300000
20218100000
20558900000
22012100000
22846300000
25011300000
25972000000
25984800000
25988800000
25997800000
26007000000
26011100000
26007000000
25997800000
22084300000
20561600000
20218200000
20114000000
26004300000

<u>Beef Eye Roast</u>
UPC
20738000000
20229100000
22082600000
22726700000
20998700000
22019100000
22011200000
22133500000
22112900000
22519900000
22521000000
22727000000
25010300000
25184000000
25936700000
25965800000
25966200000
25971700000
25983800000
26000000000
26000100000
26004100000
26006000000
26014500000
25966200000
25965800000
25966200000
25966200000
25108800000
22519400000
22450000000

<u>Beef Fajita Steak</u>
UPC
26115900000
26115900000
26115900000
26115900000
26115900000
26118200000
26118300000
26115800000
26115800000
26115800000
26115800000
22557700000
22628800000
25048600000
26062000000
22574700000
20678900000

<u>Beef Corned Beef</u>
UPC
22472000000
20997300000
20103700000
20838800000
26165600000
26157000000
22788600000
20102800000
22811700000
24277000000
22788500000
22811800000
20102800000
22786900000
22787000000
22573100000

<u>Beef Denver Steak</u>
UPC
26277500000
25862900000
25993700000
26016000000

<u>Beef Fajita Steak</u>
UPC
26115800000
26115900000
26115900000
26115900000
26115900000

<u>Beef Feet</u>
UPC
22387800000
20601200000

<u>Beef Filet</u>
UPC
26118400000
25923000000
20663800000
20677500000
26113200000
26113200000
26113200000
26113200000
25867900000
22764100000
22764200000
25934500000

<u>Beef Country Ribs</u>
UPC
25151100000

<u>Beef Cube Steak</u>
UPC
22007000000
22012000000

<u>Beef Filet</u>
UPC
26044800000
26044800000
26044800000
26044800000
26044800000
26044800000
26044800000
26044800000
26044800000

<u>Beef Flank Steak</u>
UPC
22528000000
22520300000
22528000000
25888400000
25936800000
25966300000
25967700000
25966300000
25888400000
25888400000
20885600000
25966300000
22519100000
25911600000
22039700000
22679200000
25993200000
26015500000
22103900000
22638400000
26041700000
20679700000
22087400000

<u>Beef Flap</u>
UPC
25840700000

<u>Beef Flap</u>
UPC
22461100000
22450100000
25992400000
22567500000
26008900000
26014700000
22566600000

<u>Beef Flat Iron</u>
UPC
26112800000
26112800000
26112800000
26112800000
25913400000
26002700000
22110200000
22116100000
22847200000
22007800000
22007900000
22136500000
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26103000000
26062100000
26117400000
25184200000
26044400000
26044400000
26044400000
26044400000
26044400000
26044400000
25908100000
26112800000

<u>Beef Gooseneck</u>
UPC
22460700000

<u>Beef Ground (Including Patties)</u>
UPC
22841900000
22788400000
25005800000
22838700000
20735500000
25963200000
22107800000
20271000000
25795600000
25126500000
25006900000
25793000000
25127000000
20285600000
25007500000
25007000000

<u>Beef Hanger Steak</u>
UPC
26117000000
22854100000

<u>Beef Hearts</u>
UPC
22388400000

<u>Beef Hind Shank</u>
UPC
22627000000
25993300000

<u>Beef Honeycomb Tripe</u>
UPC
22765400000

<u>Beef Kidney</u>
UPC
22388500000

<u>Beef Knuckle</u>
UPC
20621300000

<u>Beef Liver</u>
UPC
22388300000
20101000000
22728000000

<u>Beef Loin Strip Steak</u>
UPC
22080700000
25009800000

<u>Beef London Broil</u>
UPC
22145500000
20564000000
20578500000
20743000000
22016800000
22013200000
20152700000
22842200000
25007800000

<u>Beef London Broil</u>
UPC
25095300000
25108400000
25183800000
25888100000
25890400000
25936900000
25965600000
25966400000
25987500000
25991300000
26001700000
26009700000
25966400000
25965600000
26009700000
25965600000
25999800000

<u>Beef Meatballs</u>
UPC
20921400000
20128900000

<u>Beef Minute Steak</u>
UPC
25963300000
25958700000
22569300000
22837700000
25795400000

<u>Beef Mock Steak</u>
UPC
20548400000
20514000000

<u>Beef Neck Bones</u>
UPC
22840100000

<u>Beef NY Strip Steak</u>
UPC
26113100000
26113100000
26113100000
26193700000
26113100000
26002600000
26044600000
26044600000
26044600000
26044600000
26044600000
26044600000
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26335400000
26335400000
25890200000
26187600000
26187600000
26187600000
26187600000
26187600000
26187600000
26187600000
25910000000

<u>Beef NY Strip Steak</u>
UPC
22016300000
22012900000
22015300000
22120300000
22750500000
25010900000
25182800000
25864700000
25910600000
25910900000
25936200000
25937000000
25964800000
25966500000
25968400000
25987600000
26005000000
25910900000
26103100000
26009800000
25966500000
25964800000
25966500000
26009800000
25966500000
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25936400000
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22017700000
22009000000
22111000000
22506500000
22506600000
22537100000
25970800000
25984100000
25997300000
26006300000
26011700000
25970800000

<u>Beef NY Strip Steak</u>
UPC
25997300000
22012500000
22014500000
22052000000
25011900000
25108100000
25183600000
25937100000
25940800000
25965900000
25966600000
26003700000
25966600000
25183600000
22007500000
22013100000
22744200000
25010800000
25108000000
25183500000
25865300000
25937200000
25965400000
25966700000
25982900000
25987700000
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26009900000
25966700000
25965400000
22017800000
22009900000
22136900000
25970900000
25998300000
26006400000
26011800000
25989500000
22766400000

<u>Beef NY Strip Steak</u>
UPC
206777700000
221176000000
262014000000
262014000000
261131000000
260446000000
260446000000
262018000000

<u>Beef Oxtail</u>
UPC
201005000000
262693000000
262693000000
227655000000

<u>Beef Pectoral</u>
UPC
223852000000
224686000000
225673000000
259730000000
259868000000
259949000000
260090000000
259949000000

<u>Beef Pepper Steak</u>
UPC
250059000000
225692000000
259634000000
257951000000

<u>Beef Pichanaha</u>
UPC
261879000000
261879000000
261879000000
261879000000

<u>Beef Pinwheel Steak</u>
UPC
258890000000
206790000000

<u>Beef Porterhouse Steak</u>
UPC
209065000000
206774000000
202326000000
205938000000
226047000000
226360000000
258677000000
226286000000
250951000000
258648000000
259107000000
259111000000
259373000000
259649000000
259668000000
259830000000
259939000000
259111000000
259668000000
260522000000
259668000000
259649000000

<u>Beef Pot Roast</u>
UPC
227227000000

<u>Beef Prime Rib</u>
UPC
259079000000
259080000000
262924000000

<u>Beef Ribeye (Roast/Steak)</u>
UPC
262759000000
259079000000
259080000000
262924000000
221220000000
221221000000
257955000000
208304000000
259105000000
208315000000
208569000000
202843000000
206792000000
263004000000
260393000000
260394000000
260413000000
260414000000
260415000000
260419000000
260416000000
260394000000
261938000000
260394000000
260416000000
260394000000
261938000000
260416000000

<u>Beef Ribeye (Roast/Steak)</u>
UPC
227229000000
224600000000
263394000000
263394000000
225582000000
261129000000
261129000000
261129000000
261129000000
261129000000
261129000000
225067000000
260025000000
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260447000000
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263353000000
259635000000
206049000000
209437000000
207413000000
224714000000
260033000000
260036000000
260819000000
260820000000
260819000000
207412000000
260032000000

<u>Beef Ribeye (Roast/Steak)</u>
UPC
26003500000
26301000000
26301000000
22471300000
20155300000
25942400000
26317300000
26317300000
26317300000
25009700000
20679100000
20677800000
25867200000
25867200000
25996600000
22723300000
20778300000
25204200000
22586200000
26262900000
26187500000
26187500000
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22013700000
22120100000
22506300000
25910300000
25910300000
20585000000
22012200000
22015000000
22119600000
22729600000
25011800000
25128400000
25964700000

<u>Beef Ribeye (Roast/Steak)</u>
UPC
25967000000
25981600000
25967000000
25967000000
25964700000
25967000000
25964700000
22108000000
20114400000
22569500000
22840000000
22557800000
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26011900000
25971100000
26011900000
25996400000
25996400000
26117500000
20268200000
22537000000
22676800000
25124900000
25867000000
22012700000

<u>Beef Ribeye (Roast/Steak)</u>
UPC
22015400000
22088600000
22573800000
22574000000
22574100000
22586000000
22610000000
25012000000
25119300000
25128200000
25864400000
25937400000
25964500000
25966900000
25984500000
25987800000
26006700000
25966900000
26103200000
26010000000
25966900000
25966900000
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25964500000
25987900000
26003800000
25010100000
25996700000
26007200000
22018100000
22007600000
22008900000
22012800000
22047200000
25011700000
25128300000
25937600000

<u>Beef Ribeye (Roast/Steak)</u>
UPC
25964600000
25967100000
25971200000
25984600000
25988000000
26000500000
26006800000
26012100000
26010200000
26012100000
25967100000
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25964600000
22763400000
20516600000
22571100000
22677000000
26061800000
26061800000
26061800000
26117600000
26061800000
26201500000
26201500000
20554100000

<u>Beef Ribs/Riblets</u>
UPC
25139400000
25958400000
25890600000
22459700000
22460200000
26163000000
25795300000
20609800000
20155200000
22051800000

<u>Beef Ribs/Riblets</u>
UPC
22135600000
20521700000
22543200000
22847700000
25139300000
25942300000
25942300000
25942300000
25942300000
20218400000
22018200000
22013600000
22136100000
25974700000
26006200000
26040900000
25974700000
26236400000
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26005800000
25995500000
26010900000
26040900000
25995500000
25010600000
22115200000
22148000000
22468700000
22604800000
25973100000
25974500000
25996800000
25996900000

<u>Beef Ribs/Riblets</u>
UPC
26006100000
26011500000
25974500000
25973100000
25995500000
26236600000
26236500000
25996900000
26236500000
26236600000
25967800000
20126100000
20288000000
22084400000

<u>Beef Round (Steak, Roast, Flat)</u>
UPC
22449800000
20114500000
25888300000
25969600000
25009900000
26265800000
26264700000
26264900000
20679300000
25863100000
25963100000
20229500000
22016600000
22018900000
22011000000
22133400000
22822000000
22822800000
25971600000
25991600000

<u>Beef Round (Steak, Roast, Flat)</u>
UPC
25999900000
26009500000
26009500000
22133700000
22133800000
22148900000
22453500000
22454300000
22468400000
22468500000
22507300000
22726800000
22729700000
25972700000
25973400000
25986600000
25989100000
25993800000
25998900000
25999000000
26016100000
26011200000
26016100000
25973400000
26236800000
26236900000
25972700000
25998900000
26236800000
26011200000
25999000000
25998900000
25988900000
25989000000
22010400000
22010500000
22112200000
22149100000
22150000000

<u>Beef Round (Steak, Roast, Flat)</u>
UPC
20577100000
22084700000
22469200000
20231100000
22050700000
22469300000
22010300000
20252800000

<u>Beef Rump Roast</u>
UPC
20679400000
22013400000
22120800000
22145600000
25095000000
25183900000
25888200000
25937700000
25965700000
25967200000
26005300000
26010300000
25967200000
25965700000
26002900000
26044900000
26044900000
26044900000
26044900000
26044900000
26044900000
26044900000
26044900000
25120600000
26001800000
26103300000

<u>Beef Scrapple</u>
UPC
20316200000

<u>Beef Shank</u>
UPC
20127800000
22449600000
22449600000
22625100000
25970000000
22144700000
22144800000
25975700000
26040800000
26236100000

<u>Beef Shaved Chuck Steak</u>
UPC
26061700000
26061700000
26061700000
26117300000
26061700000

<u>Beef Short Loin</u>
UPC
22460400000
22723100000

<u>Beef Short Ribs</u>
UPC
25007200000
20579500000
25005700000

<u>Beef Short Ribs</u>
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20136600000
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25974800000
25982200000
25997000000
26004400000
26062200000
26236700000
25974800000
25997000000
26236700000
25963800000

<u>Beef Shoulder (Roast, Steak)</u>
UPC
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22764900000
25890500000
25973800000
25983400000
25996100000
26005600000
25973800000
26236000000
25006800000
22148500000
22472300000
25973200000

<u>Beef Shoulder (Roast, Steak)</u>
UPC
25986300000
25995800000
26008500000
26235900000
25995800000

<u>Beef Sirloin (Steak, Filet, Roast, Kabob, Tip, Strips)</u>
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22014300000
20289800000
25888800000
25993600000
26334900000
26334900000
25888900000
26201600000
26201600000
22615700000
25094400000
26105000000
26112200000
26105000000
26112200000
26105000000
26116700000
26105000000
26105000000
26044500000
26044500000
26044500000
26044500000
26044500000
26044500000
26044500000
26044500000

<u>Beef Sirloin (Steak, Filet, Roast, Kabob, Tip, Strips)</u>
UPC
26044500000
26002400000
26001500000
26116900000
25920900000
26044500000
22528200000
20790200000
22018500000
22009700000
25971400000
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25968100000
25968500000
26103400000
22677100000
22677200000
22677400000
25974100000
25987000000
25990600000
25997600000
26009200000
26012900000
26015400000

<u>Beef Sirloin (Steak, Filet, Roast, Kabob, Tip, Strips)</u>
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25911500000
25942500000
20677600000
22016500000
22009500000
22072400000
22108400000
22111400000
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25011200000
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25965100000
20558100000
22018400000
22009400000
25011000000
25971300000
25987100000
25990700000
25993100000
25997900000

<u>Beef Sirloin (Steak, Filet, Roast, Kabob, Tip, Strips)</u>
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25997900000
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22464700000
26237900000
22520100000
25095200000
25183400000
25865200000
25965300000
25967300000
25990000000

<u>Beef Sirloin (Steak, Filet, Roast, Kabob, Tip, Strips)</u>
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25998100000
26004500000
26012300000
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20686300000
25957700000
25957600000
25888600000
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26112200000

<u>Beef Sirloin Flap</u>
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26112100000
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25986700000
22091400000
22121600000
25998600000
26015900000

<u>Beef Skirt Steak</u>
UPC
22119300000
22609600000
22614400000
22901200000

<u>Beef Skirt Steak</u>
UPC
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25986900000
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25997100000
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26112500000
26112500000
26112500000
26012500000
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26112500000
25997100000
25969700000
25969800000
25963900000
22605000000
22890400000
25997200000
25997200000
25997200000
26117900000
25935900000

<u>Beef Stew</u>
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25962600000
22767800000
25974900000
25977900000
26040700000
26040700000
25974900000
26040700000
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<u>Beef Stew</u>
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20679600000
22019500000
22011400000
22048400000
22107900000
22134600000
22134700000
22113100000
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26015000000
26031600000
26045100000
26015200000
26031600000
26015200000
26031600000
25994300000
25994400000
26004700000
20237700000
20606000000

<u>Beef Stew</u>
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22011500000
22134500000
22149200000
22726200000
25972600000
25982500000
25990400000
25994600000
25994700000
26031500000
26012700000
25994600000
26002800000
22019600000
22011300000
26237300000
22149300000
20580600000

<u>Beef Stir Fry</u>
UPC
26317200000
26317200000
26317200000
22013500000
22014200000
22134900000
22719600000
22743300000
22822600000
25974400000
25984300000
25994800000
26006500000
25974400000
25994800000

<u>Beef Strip Steak</u>
UPC
26115600000
26115600000
26115600000
26115600000
22558300000
22745300000
22891100000
22460300000
20256800000
20141900000
20778400000
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25012500000
25126800000
25867300000
25911700000
25010000000
20596100000
25867500000
22086400000
26263000000

<u>Beef Sweetbreads</u>
UPC
20100700000
25496600000

<u>Beef T-Bone Steak</u>
UPC
25911000000
22609500000
22614200000
25911000000
20131700000
20145700000
26187200000
26187200000
26187200000
22558600000
20593900000
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25975000000
25965000000
25967400000
25997400000
26010400000
25967400000
25965000000
22017900000
22010000000
25971000000

<u>Beef T-Bone Steak</u>
UPC
25990500000
25998400000
25998500000
26012800000
26012800000
22086300000
22117700000

<u>Beef Tenderloin</u>
UPC
25967500000
26103500000
26299500000
22446100000
25993500000
20155500000
22767900000
22556000000
22557900000
25967900000
25968000000
25938000000
25988300000
26010500000
20200300000
20595500000
20588300000
22012300000

<u>Beef Top (Round, Loin, Milanesa, Blade, Steak)</u>
UPC
25996000000
22605600000
20773600000
20133000000
22047700000
25993000000
22506800000
22010900000
22134000000
22726900000
22784800000
25971500000
25985800000
25989300000
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22018700000
22118600000
26014800000
26237100000
26269500000
26269500000
26319600000
20138200000
20943100000
26008000000
22047000000
26319600000
25945600000

<u>Beef Top (Round, Loin, Milanesa, Blade, Steak)</u>
UPC
25945800000
26112200000
26112200000
20131900000
25865800000
22558500000
22016700000
22842000000

<u>Beef Tenderloin</u>
UPC
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25967500000
22119700000
25967500000
25965200000
26335500000
26335500000
26335500000
20255300000
20128600000
20147100000
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25911200000
25911200000
22679400000
25910100000
26187400000
26187400000
26187400000
26187400000
22763200000
25119400000
25865100000
22119700000

<u>Beef Tomahawk</u>
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26187300000
26187300000
26187300000
26187300000
26187300000
26187300000
26187300000
26187300000
26187300000

<u>Beef Tongue</u>
UPC
22765100000
20644000000
25978500000
22075000000

<u>Beef Tri Tip (Roast, Steak)</u>
UPC
20679900000
20390100000
20651900000
25936100000
22786400000
22046900000
26097900000
26097900000
26006900000
25889100000
26187700000
26187700000
25950700000
22528800000
26263700000
20620900000
20737600000
22519600000
22519700000
22520800000
25970100000
25985100000
26005500000
25985100000

<u>Beef Tri Tip</u> <u>(Roast, Steak)</u>
UPC
25970100000
25970100000
25985100000
25970100000
25965500000
25965500000
25965500000
22519800000
25108200000

<u>Buffalo Steak</u>
UPC
20973100000

<u>Veal (Incl. Ground)</u>
UPC
20692300000
25007700000
25006300000
25006100000
25006200000
20695900000

<u>Beef Tripe</u>
UPC
20100400000
26252500000
26252600000
26252500000
20101100000
22788300000
22853600000
20101300000
22765300000
22765700000
22388100000
20719300000
20671900000

<u>Bison Steak</u>
UPC
22089600000

<u>Bratwurst</u>
UPC
20433100000
25889800000

CHICKEN PRODUCTS

<u>Chicken – Whole, Half, Quarter</u>
UPC
22464200000
22568700000
20739200000
26323900000
26324000000
26104600000
26104500000
26310400000
22569100000
25961100000
25794800000
26139100000

<u>Chicken – Whole (Incl. Roasting), Cut Up</u>
UPC
22463400000
25912400000
22448100000
22449300000
22591000000
25783800000
25892700000
22449300000
27870500000
25892700000
25892700000
25892700000
20745700000
22098300000
25940700000
25940400000
20316700000
20316800000
26042400000
25095500000
26180500000

<u>Chicken – Whole (Incl. Roasting), Cut Up</u>
UPC
20744300000
20395900000
27880500000
22591100000
22680200000
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22591100000
25139000000
25856200000
25935600000
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25925700000
26042300000
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22591800000
25943600000
26072800000
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22785300000
25861800000
25949000000
25949100000
20747300000
22785300000
25939600000
26269200000
26024100000
25008500000
25933600000
22074300000
20366000000

<u>Chicken – Whole (Incl. Roasting), Cut Up</u>
UPC
25794900000
25935700000
26212500000
25794400000

<u>Chicken – (Breast, Pieces, Tender, Split)</u>
UPC
20912800000
25008600000
26263500000
26263600000
25958200000
20997500000
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22621300000
25138700000
25151800000
25152000000
20747600000
22621500000
22717500000
22020000000
25862100000
25862100000
22020000000
25940000000
25939400000
25939300000

<u>Chicken – (Breast, Pieces, Tender, Split)</u>
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25943200000
26073500000
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22841700000
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22451700000
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26072900000
26072900000
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25943000000
25139200000
25942800000
25942700000

<u>Chicken – (Breast, Pieces, Tender, Split)</u>
UPC
26073100000
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25942700000
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22470200000
22722300000
25893900000
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25783600000
25784400000
25125100000
25152300000
25856100000
25783600000
25125100000
25906800000
22616800000
27982900000

<u>Chicken – (Breast, Pieces, Tender, Split)</u>
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20549600000
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25794300000
20366300000
22463200000
22463300000
25656200000
22678100000
22678200000
26233900000
22827500000
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25858000000

<u>Chicken – (Breast, Pieces, Tender, Split)</u>
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25933400000
25933700000
26323900000
26324300000
26324200000
26324100000
26319300000
26319200000
27861900000
26310900000

<u>Chicken – (Breast, Pieces, Tender, Split)</u>
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26310800000
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22557300000
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22766700000
22766700000
26212700000
26104200000
22568300000
26055200000
26055200000

<u>Chicken – (Breast, Pieces, Tender, Split)</u>
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25911900000
26334800000
25912200000
22040100000
22103200000
25784800000
25905700000
22040100000
22040100000
22040100000

<u>Chicken – (Breast, Pieces, Tender, Split)</u>
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25962100000
26175700000
26252900000
25912100000
25940200000
20747400000
25849200000
25861900000
25943400000
26073000000

<u>Chicken – (Breast, Pieces, Tender, Split)</u>
UPC
26073000000
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25943400000
25906600000
20208800000
20320800000
22094200000
20172800000
25912300000
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25093500000
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25891500000
25945100000
25940500000
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22768400000
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<u>Chicken – (Breast, Pieces, Tender, Split)</u>
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26104400000
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26212800000
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22470400000
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25008200000
25009200000
25962200000

<u>Chicken Backs</u>
UPC
22463800000
22094000000

<u>Chicken Bones</u>
UPC
25794600000
22568900000

<u>Chicken – Drumsticks, Leg Quarters, Thighs, Wings</u>
UPC
22092100000
26333700000
26252900000
25912100000
25940200000
20747400000
25849200000
25861900000
25943400000
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26310700000
26024600000
25925800000
25656300000
20631000000
20627500000
22408400000
25908400000
25934700000
20744400000

<u>Chicken – Drumsticks, Leg Quarters, Thighs, Wings</u>
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26104400000
26212800000
26212800000
22470400000
22470400000
22822400000
25008200000
25009200000
25962200000
22496000000

<u>Chicken – Drumsticks, Leg Quarters, Thighs, Wings</u>
UPC
22495800000
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25862400000
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25960000000
20746800000
20747200000
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25901700000
22573000000
22573000000
25857200000

<u>Chicken – Drumsticks, Leg Quarters, Thighs, Wings</u>
UPC
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25849600000
22006800000
26163200000
26163200000
26163200000
22678000000
22678000000
25905400000
22563200000
22592000000

20925700000

<u>Chicken – Drumsticks, Leg Quarters, Thighs, Wings</u>
UPC
26055400000
22074200000
26164100000
26164100000
26164100000
26276100000
22464000000

<u>Chicken Fajita</u>
UPC
20698900000
22409300000

<u>Chicken – Gizzard, Heart, Neck, Tail, Feet</u>
UPC
25977200000
26896300000
25964300000
25976400000
26896300000
25964300000
20216400000
26280100000
20334400000
26059400000
26059400000
26059400000
26278500000
26059400000
26275400000
20291900000
20291900000
22109700000
20209300000
25926400000

<u>Chicken – Gizzard, Heart, Neck, Tail, Feet</u>
UPC
25925500000
25107300000
26066900000

<u>Chicken Ground</u>
UPC
25912500000
25960600000
25913300000

<u>Chicken Hearts</u>
UPC
20281200000

<u>Chicken Kabobs</u>
UPC
20940400000
20940600000
25943800000
25943800000
20699000000

<u>Chicken Liver</u>
UPC
25785200000
22591600000
25838100000
25785200000
20745800000
20336700000

<u>Chicken Nugget, Strip, Tender</u>
UPC
25943900000
26270100000
26175600000
20537300000
26175800000
26196600000

<u>Chicken Paws</u>
UPC
2633600000

<u>Chicken Tenderloin</u>
UPC
26212900000
26212900000
26212900000
26339500000

<u>Churrasco</u>
UPC
26270300000
26270300000
26270300000
26270300000
26270300000

<u>Cornish Hen</u>
UPC
26059000000

<u>Hen</u>
UPC
20288300000
22104700000

PORK PRODUCTS

<u>Bacon, Kielbassi, Belly, Brisket, Carne, Carnitas, Al Pastor, Ears, Fatback, Feet, Jowls, Neckbones, Snout, Tail, Stomach</u>
UPC
262500000
22081100000
22081100000
26284300000
25889200000
20134200000
27393300000
26311300000
20580700000
26086200000
26087900000
26239100000
26086200000
26292500000
26307300000
22088100000
20232800000
20924500000
26275100000
22082700000
22098000000
25137800000
25902100000
25923200000
25977100000
25902100000
25137800000
22082700000
26307400000
20767800000
22094400000
22094600000
22097400000

<u>Bacon, Kielbassi, Belly, Brisket, Carne, Carnitas, Al Pastor, Ears, Fatback, Feet, Jowls, Neckbones, Snout, Tail, Stomach</u>
UPC
22682600000
26066600000
20142900000
22682700000
24109700000
21030100000
20918300000
20918400000
20199600000
20556100000
20226600000
20226700000
23522100000
26082100000
22870200000
22873000000
25647100000
25649900000
20709800000
20709500000
20288500000
20344600000
20747100000
20524200000
20298900000
20299000000
20329200000
20227400000
20228100000
20228200000
20306500000
20321200000
20841200000

<u>Bacon, Kielbassi, Belly, Brisket, Carne, Carnitas, Al Pastor, Ears, Fatback, Feet, Jowls, Neckbones, Snout, Tail, Stomach</u>
UPC
22449000000
20918100000
20920300000
20167400000
20948000000
20158600000
20383200000
20395200000
26071000000
20501500000
20226800000
20226900000
20228100000
25106900000
25926900000
20298900000
26275600000
20432800000
20291600000
22616500000
25922900000
25922900000
20722200000
20728900000
20770700000
20771700000
20644700000
20664000000
20205700000
22096700000
22096800000
22530100000
22619300000

<u>Bacon, Kielbassi, Belly, Brisket, Carne, Carnitas, Al Pastor, Ears, Fatback, Feet, Jowls, Neckbones, Snout, Tail, Stomach</u>
UPC
22619400000
22699000000
22716000000
20771700000
22096800000
22619400000
22619300000
22716000000
22530100000
26307200000
20767600000
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20144900000
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20228000000
22087900000
22088000000
22088300000
27696400000
20227000000
20227100000
20150600000
22094700000
22682800000
22462900000
22109400000
20174700000

<u>Bacon, Kielbassi, Belly, Brisket, Carne, Carnitas, Al Pastor, Ears, Fatback, Feet, Jowls, Neckbones, Snout, Tail, Stomach</u>
UPC
25109000000
20323300000
20109900000
20560200000
20918600000
22088200000
20157800000
22682900000
25107000000
20157800000
26131700000
20225800000
22448400000
22616100000

<u>Pig</u>
UPC
20597800000
25047100000
25047300000
25047400000
26116000000

<u>Pork</u>
UPC
20912200000

<u>Pork Cracklings</u>
UPC
20316500000

<u>Pork Cushion</u>
UPC
22087800000

<u>Pork Ears</u>
UPC
22463000000
20937900000
22094500000
22683000000

<u>Pork Fajitas</u>
UPC
26275200000
22536700000

<u>Pork Ground</u>
UPC
20748700000
22619100000
22619100000
22398000000

<u>Pork Hog Head</u>
UPC
20737100000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
20737200000
25893600000
20948400000
20569000000
22507900000
22620000000
22683700000
20905600000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
25922600000
22683900000
22683800000
20905600000
22507900000
26278800000
26314000000
26129100000
22765000000
20127400000
20230000000
22016000000
22016000000
20239000000
22083500000
22094300000
22098100000
22823100000
22823500000
22827600000
22827700000
22827800000
22842400000
22842500000
26071700000
26071800000
26086100000
22620300000
22823500000
26144100000
22823100000
26262700000
26267200000
26271800000
26262700000
26298100000
26298400000
26299900000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
26315000000
26086100000
20269300000
25921200000
20199200000
20196900000
20501100000
20501100000
26237700000
22541800000
26105200000
26253100000
25910200000
20752900000
20695600000
20184000000
22877900000
25646200000
25649000000
20717600000
20553500000
20947400000
22529400000
22618300000
22715900000
22699500000
22716700000
22716300000
22715900000
20764800000
20255600000
22716700000
22618300000
22716300000
22715900000
20553500000
22529400000
26306300000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
22444800000
20694200000
26045600000
26045800000
26281100000
26305300000
26045700000
26281200000
26281200000
22571300000
20194500000
25921800000
25921700000
25922400000
22684000000
25913700000
25913600000
20595100000
20950900000
22674700000
25914000000
20502500000
20717900000
20718300000
20566000000
20578300000
20579300000
20717500000
20267900000
20273500000
22496800000
22496900000
22507500000
22507600000
22507800000
22606500000
22606600000
22606700000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
22606800000
22606900000
22617100000
22617200000
22617300000
22617400000
22617700000
22618500000
22631100000
22631200000
22631800000
22635000000
22635100000
22635200000
22681300000
22683400000
22684400000
22698200000
22698000000
22681500000
22681400000
25797500000
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22606900000
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22631300000
22631700000
22631900000
22683500000
22683600000
22617200000
22618500000
22617300000
22617100000
22635200000
22683400000
22684400000
22635100000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
22496900000
22496300000
22496400000
22496800000
22507800000
20566000000
20566000000
26269600000
26278900000
26279000000
26278700000
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20222300000
25922100000
25922500000
25922200000
25921900000
20222100000
26045500000
20888300000
20708300000
20708400000
20713700000
20713800000
20715900000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
20717200000
20717300000
20761700000
20772700000
20772800000
20772900000
20773000000
20773200000
20773400000
20536400000
20505600000
20508000000
20943900000
20944200000
20945000000
20945100000
20945500000
20946300000
20957700000
20957900000
20964500000
20964800000
20964900000
20964100000
20902300000
22496100000
22496200000
22518600000
22530300000
22535200000
22561500000
22617000000
22618700000
22618800000
22619900000
22607200000
22607300000
22607400000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
22620200000
22674900000
22675000000
22675100000
22680500000
22682000000
22682100000
22682300000
22682400000
25797000000
22695200000
22698300000
22698400000
25797300000
22699800000
22715700000
22715800000
22716200000
25926800000
20761500000
20761600000
20764400000
20964800000
25797000000
22698400000
22674900000
22682100000
22682200000
22682500000
22684500000
22617000000
22618800000
22607300000
22607400000
22620200000
22680500000
20717200000
20902300000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
25797300000
22716200000
20772700000
20772800000
20773400000
22496100000
22496200000
22518600000
22535200000
22695200000
22465200000
22496200000
26274800000
26274900000
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26308300000
26313400000
26316000000
26238000000
22088400000
20424300000
20920400000
20734600000
20635600000
20622200000
20750500000
20751700000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
22464600000
22618400000
26272200000
20179500000
20223800000
20681800000
20724300000
22081200000
22097100000
22607500000
22681600000
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26272400000
26297300000
26092400000
20224400000
22587700000
26129000000
20167100000
26251600000
26251700000
26333800000
22101100000
25850300000
26085300000
26267500000
20349800000
20230400000
20147500000
20220200000
22081400000
22097200000
22571600000
22541600000
22823300000
25644000000
25980400000
22607100000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
26105300000
26129200000
26262500000
26299300000
26299400000
26299800000
26297200000
20142100000
20131200000
20131300000
20135300000
25095400000
25977000000
26030800000
26283700000
26283600000
26276000000
26318800000
22189000000
20339500000
22100300000
22874900000
22869300000
22697900000
26061600000
20211800000
20187600000
20712000000
25861700000
20210500000
26283500000
26283400000
26283500000
26283400000
26300100000
26283500000
26283400000
20746100000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
22082300000
20220300000
22097700000
22618000000
26272300000
26297800000
20195200000
26040500000
20195600000
22471100000
25914100000
20339200000
26030700000
26030900000
26267300000
26267400000
22402400000
20168500000
20971900000
20500900000
20142800000
20621600000
20622100000
20643500000
20663700000
22082100000
20220100000
22101400000
20378200000
22535500000
22617600000
25793500000
25793500000
25850200000
25850000000
25850100000
26030500000
26085400000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
26105100000
20622100000
20621600000
20663700000
26220900000
26262600000
26262600000
26297700000
26299000000
26299100000
22617600000
26085400000
26066700000
20142300000
20289500000
26182600000
26182700000
26182800000
26182900000
20771400000
26298500000
20695700000
20717700000
20547000000
20557700000
20512700000
20947800000
20950000000
20950300000
20947300000
20966600000
20257800000
22496300000
22496400000
22617500000
22618600000
22624000000
22624100000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
22624200000
22674800000
22680900000
25797400000
22698200000
22674600000
25797400000
26305800000
26306200000
26313300000
20629500000
20189600000
20163700000
20500500000
20611700000
20614000000
22104200000
22104300000
22541500000
25048700000
25048900000
26067000000
26067100000
26067200000
26067300000
26067400000
26067500000
20614000000
25048700000
26299200000
26299600000
26298700000
26298800000
26329400000
20678600000
20652100000
20221400000
22823000000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
22827900000
22828100000
25861600000
22827900000
25152700000
22828100000
20652100000
26298900000
26307800000
22046100000
22082400000
20220900000
22097800000
22618200000
26272100000
20695800000
20179400000
22617900000
26272000000
26297600000
22096200000
20340500000
26279300000
26298000000
20166500000
20167800000
26263400000
22081900000
20220800000
22097900000
22619500000
26262800000
26262800000
26262800000
26297900000
22619500000
26086000000
26086000000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
22461900000
22462000000
22461700000
22462400000
26092200000
26092300000
25850400000
25850600000
25902200000
25976800000
25976900000
25902200000
26237800000
26054800000
20344500000
22721500000
20239100000
22082000000
20220000000
22097600000
20123400000
22496500000
22496500000
20740100000
22533700000
20225700000
22721600000
20769800000
20635000000
20110700000
22496600000
22535300000
22496600000
22535300000
22619700000
22619800000
22631500000
25797600000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
22699200000
22699100000
22699900000
25921400000
25922300000
25923100000
22699300000
22699100000
22631500000
22631600000
22619700000
25797600000
22699900000
22496600000
26306600000
26306500000
26338300000
26338200000
22082900000
20718800000
20598800000
20519700000
25922700000
20718600000
20594800000
20950800000
20299300000
20242700000
22507700000
22618100000
22683100000
22683100000
22683300000
20945800000
22683200000
22618100000
22507700000
26278600000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
26308000000
26315100000

<u>Pork Ribs (Country, Baby Back, Spare Ribs, Tips)</u>
UPC
26029000000
25980500000
20717400000
20722100000
20764600000
20543600000
20511100000
20946700000
20966100000
20722100000
20635200000
20952200000
22097300000
22530200000
22618900000
22619000000
22681700000
22697800000
22680600000
20769900000
22097300000
22619000000
22618900000
22680600000
22530200000
20635200000
26301800000
26307100000
26306400000
25921600000

<u>Pork Ribs (Country, Baby Back, Spare Ribs, Tips)</u>
UPC
20772600000
20928700000
26298600000
20507500000
25922800000
22536500000
22727500000
22727600000
22727700000
22727800000
26085900000
26128900000
26298300000
26314400000
22721700000
20117400000
22461500000
22496700000
22607000000
25797100000
22699600000
26085600000
25797100000
25797200000
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22699600000
22496700000
26307900000
25866800000
20681500000
20736900000
20110200000
20224000000
20282200000
22081300000
22571500000
22619600000
20114300000
22572100000
26085800000

<u>Pork Ribs (Country, Baby Back, Spare Ribs, Tips)</u>
<u>UPC</u>
26105400000
26128800000
26272600000
26281500000
26299700000
26297400000
26313700000
22694100000
25913800000
20718400000
20950500000
20582900000
20518000000
20950500000
20299100000
22634700000
22634800000
22684300000
22634800000
22634900000
22617800000
22684300000
26305900000
22082800000
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2633400000
26334000000
26272500000
20246100000
26026900000
22821500000
25921500000
26051400000
26239000000
26239000000
25925600000
26283800000
26283800000

<u>Sausage</u>
<u>UPC</u>
20433500000
22559900000
25889900000
20721100000
22053500000
26066300000
20316300000
20704600000
20433300000
25889600000
20689000000
20944300000
20944500000
20224900000
20225200000
20335800000
20336100000
20246600000
22470800000
20913100000
20942700000
20127200000
20689300000
20907600000
20500300000
20907800000
20907700000
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20218600000
20689400000
20218800000
20122300000
20138400000
22470700000
22471000000
25890000000
20687800000
20687200000
20687300000
20687600000

<u>Sausage</u>
<u>UPC</u>
22100100000
20166600000
20912300000
20912400000
20912500000
20912600000
20931100000
20931200000
20283200000
20166900000
20706800000
20506000000
20224800000
20225000000
20922100000
20922200000
20922300000
20922600000
20922700000
20336200000
20432400000
20905200000
20905300000
20529800000
20527400000
22470900000
20182700000
20183200000
20922400000
20922500000
20905000000
20905100000
21320000000
20309500000
20309600000
20309700000
20310800000
20310900000
20311300000
20311400000
20315600000
20315700000

<u>Sausage</u>
<u>UPC</u>
20315800000
20110500000
20110600000
20117600000
20115600000
20908000000
20197200000
20121400000
20121700000
20121900000
20122100000
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20122600000
20122800000
20122900000
20126800000
20283300000
22540300000
25893700000
26066000000
26066100000
26066200000
20311100000
20310800000
20250500000
20689600000
20218700000
20186800000
20186800000
25956800000
20250900000
25889700000
20707300000
20179800000

<u>Ham – Bits, Pieces, Bones, Chunks, Fat</u>
<u>UPC</u>
25926600000
20183700000
20183700000

<u>Ham – Bits, Pieces, Bones, Chunks, Fat</u>
UPC
23521200000
20245600000
23520700000
20183500000
22611300000
23521300000
23521600000
20942100000
20299400000
27379900000
20190000000
23520500000
20921000000
25648200000
25645400000
20378900000
20278600000
20441100000
20441200000
22448500000
20918500000
20918700000
28309500000
20346400000
22109500000
23521000000
20311800000
26101000000
26089100000
20346400000
20156500000
25096200000
25926500000
25912800000
20156500000
20721800000
20721700000
20219500000
22448000000
22448600000

<u>Ham – Bits, Pieces, Bones, Chunks, Fat</u>
UPC
25096300000
21566000000
25926700000
25912700000
20156600000
22002500000
22006100000

<u>Ham – Hocks, Jowl, Neckbones, Skin</u>
UPC
20205100000
20299700000
27397600000
23521900000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
20291200000
26309800000
26309900000
26310000000
20119800000
20302600000
20302500000
26176600000
26271600000
26271600000
26047500000
20245500000
26197000000
20782800000
20696600000
22875100000
22875500000
22876000000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
22876100000
25644700000
25644800000
25647500000
25647600000
20304700000
26047600000
20605400000
22104600000
20108600000
20165300000
20632300000
22094900000
20170700000
20648300000
20233200000
20764100000
20764100000
20511900000
20528900000
20511900000
20511900000
20764100000
20781700000
20604500000
22590200000
26034200000
20510500000
20782700000
20426300000
20526000000
20444300000
20233900000
20632700000
20667700000
20942000000
22059700000
20680500000
20327500000
22104500000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
20444200000
20234100000
20228300000
26125500000
25656800000
20651700000
26279500000
20694000000
20104600000
20176300000
20762400000
22448200000
20605600000
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20782100000
20174900000
20918900000
20517400000
20517700000
26034100000
20274800000
20159600000
20555100000
20926700000
22629000000
22629000000
26279600000
22528600000
22528500000
22528300000
22572800000
22528400000
26272700000
26221900000
26257700000
20171900000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
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20696400000
20172300000
20771800000
20330600000
20335600000
20873400000
20519600000
20257200000
20103500000
20922800000
20273200000
20920200000
20772000000
20159300000
20939300000
20948900000
20949100000
20398600000
20585800000
20525500000
20289300000
20552900000
20921700000
20921800000
20557000000
20550600000
20550700000
20932100000
20583900000
20874500000
20531500000
20508100000
20823300000
20864900000
20868600000
20934800000
20934900000
20935000000
20944700000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
20250600000
20250700000
20158000000
20158500000
22099000000
22099600000
20303300000
20502300000
20927300000
20928000000
20160500000
20535100000
20537200000
20598000000
20556800000
20121800000
20162800000
22484600000
20148400000
20125700000
26025100000
26066500000
20534300000
20121800000
26257900000
26317800000
26317800000
22569900000
20382300000
20696800000
20698700000
20729500000
20731500000
22101500000
20167600000
20254900000
20594700000
22473300000
25960900000
22528700000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
22098600000
22098600000
22535900000
22557200000
20283800000
20660800000
22094800000
25927100000
22094800000
20706000000
20379700000
20172600000
20325800000
20394200000
20541800000
20234300000
20233800000
20322200000
20920000000
20920100000
20933000000
20942500000
20948800000
20949000000
20555200000
20304600000
20585600000
20552700000
20505100000
20932200000
20529300000
20821300000
20531400000
20823400000
20864700000
20864800000
20944600000
20584400000
22098800000
22098900000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
22099500000
20366500000
20116700000
20117900000
20118700000
20180600000
20180800000
20180900000
20181000000
20927900000
20146300000
20927200000
20556700000
20159800000
22484500000
22560400000
25657900000
20698800000
20599000000
20159700000
20547700000
26257800000
25646300000
22611200000
26229900000
26034000000
26128400000
22573300000
20119100000
22877000000
22877100000
22870400000
22871400000
22873800000
25644500000
25644600000
25647300000
25648500000
20228700000
20735600000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
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26165200000
25869100000
26128300000
20691600000
20590100000
20245200000
20340300000
20608100000
22040000000
22098500000
22099400000
20537700000
22529300000
22098500000
26188500000
26274100000
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20506200000
20920800000
20123000000
20157900000
22107400000
20197700000
20915500000
20577700000
20579100000
20519400000
20534400000
22878100000
22878300000
22869600000
22876300000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
25496300000
25646100000
25648700000
25648900000
20920900000
23520400000
23520300000
27378100000
27379300000
20340900000
20655800000
20225900000
20346300000
20305300000
20732200000
26175400000
26175400000
26255900000
22562200000
22562300000
22878000000
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22872400000
22872700000
25646500000
23520800000
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20581700000
20226000000
26111000000
26192600000
25657100000
22570100000
20291200000
22570200000
26072600000
22611900000
20696100000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
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20542000000
20234700000
20209500000
20136900000
22815500000
20784600000
20132700000
26174900000
23276700000
26033900000
20302100000
22589900000
20695500000
22633900000
20711500000
20574100000
20372700000
27377700000
20354800000
20196400000
20173700000
20336400000
20937800000
20379900000
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20932000000
20309400000
20309400000
20196200000
20581600000
26011000000
26230000000
22727100000
26025000000
22101300000
26258000000
26027800000
26273500000
20713000000
26256100000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
25866900000
25866900000
26222600000
25869000000
20738500000
25137700000
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20197800000
20555600000
20556000000
20172900000
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22876800000
22878800000
22879100000
22870500000
22870600000
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25648000000
25648100000
25759400000
25862200000
26132600000
26230100000
20729100000
22095000000
20680600000
22573500000
22573600000
26269700000
26269800000
22028500000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
25869200000
22583500000
20207300000
20247700000
20445100000
20234200000
20244600000
20178400000
20537800000
20559600000
22590800000
20340800000
20660700000
20660700000
20933100000
22876600000
22878700000
22871000000
22873100000
22873400000
25646700000
25646600000
22875900000
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26192700000
26192800000
20696200000
20513000000
20172400000
20509700000
20643800000
20189200000
20233300000
20444400000
20245300000
20174500000
20942400000
20693000000
20947900000
22028400000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
22098700000
20533600000
26188600000
26304000000
26041000000
25862300000
26256000000
26279900000
20274900000
20234600000
22529500000
22522300000
22619200000
25927000000
26271900000
26279400000
26298200000
26314300000

<u>Hog Head</u>
UPC
20679800000

TURKEY PRODUCTS

<u>Turkey – Whole, Half, Quarter</u>
<u>UPC</u>
25650400000
22847300000
22816900000
26283900000
20328900000
22095500000
22637400000
22637800000
25151300000
25151500000
26206800000
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22636300000
25138600000
25938500000
26048900000
20456900000
22636700000
25138100000
26284200000
25138000000
26300800000
26165400000
26165500000

<u>Turkey – Whole, Half, Quarter</u>
<u>UPC</u>
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22467000000
22467100000
26221800000
22091800000
26329200000
20238700000
20261900000
20263800000
27008100000
20697300000
20204800000
23187700000
25410100000
22108200000
25863900000
20193600000
22561100000
20454400000
20567800000
22560900000
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26222800000
26223000000
26176700000
26271700000
26271700000
26300700000
26300600000
20106600000
26049400000
26049500000
26049600000
26049200000
25791400000
25791500000
25791600000
21625100000

<u>Turkey – Whole, Half, Quarter</u>
<u>UPC</u>
22636800000
25138200000
22526100000
25138300000
25938200000
26048600000
26207000000
26207100000
20303000000
20303000000
26235400000
22636100000
25138400000
25938300000
26048700000
26048700000
22636200000
25138500000
25938400000
26048800000
26311400000
22637000000
22637100000
25137900000
25848900000
25849000000
25938700000
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25961400000
25961500000
25949600000
26301200000
26301300000
26301400000
26222700000
26222900000
20208400000
26131900000
20699100000
26163600000

<u>Turkey – Whole, Half, Quarter</u>
<u>UPC</u>
20841100000

<u>Turkey – Breast, Drumsticks, Thighs, Wings, Pieces, Tenderloin, Ground</u>
<u>UPC</u>
21207700000
20286000000
22636900000
22637900000
25151700000
26339100000
22467200000
26067800000
20264400000
22590000000
20238800000
20261800000
20264100000
27010000000
26167100000
26049300000
20221300000
26235300000
22875000000
20511700000
20239500000
26168700000
26168700000
26257100000
26291700000
26292000000
26291800000
26291900000
25063000000
26329300000
22098400000

<u>Turkey – Breast, Drumsticks, Thighs, Wings, Pieces, Tenderloin, Ground</u>
UPC
26061900000
26179600000
26179700000
26271200000
26271300000
26132000000
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20287700000
20152800000
20553900000
20555500000
22561000000
26049100000
25961700000
20193300000
20262600000
27017200000
22099300000
22017300000
20515600000
20262600000
22813100000
25107400000
25926100000
25925300000
26071900000
26071900000
26257300000
26257300000
22448900000
22109800000
20260200000
20293700000
26194200000
20239700000
20264300000
26257200000

<u>Turkey – Breast, Drumsticks, Thighs, Wings, Pieces, Tenderloin, Ground</u>
UPC
26257200000
25009000000
20568100000
26284100000
26291600000
26291600000
26291600000
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26291400000
26194000000
20264200000
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22099100000
22813000000
25107100000
25926200000
26072400000
26257400000
26257400000
26283300000
22448700000
22109200000
20237900000
20291700000

<u>Turkey Gizzard, Heart, Neck, Tails</u>
UPC
20118500000
22591500000

<u>Turkey Gizzard, Heart, Neck, Tails</u>
UPC
25785100000
25125700000
25785100000
26183600000
26309000000
25960700000
20141600000
22089300000
25960800000
20291800000
26194100000
20206000000
20239600000
20264500000
20193400000
21048300000
20262700000
25107200000
25926300000
25925400000
26066800000
26257500000
26257500000
22448800000
22109600000
20238200000
22877500000
22879500000
25649800000

<u>Turkey Ham</u>
UPC
20557500000
20553100000
22678700000
22678800000
22678800000
22678700000
26255800000
22878400000

<u>Turkey Ham</u>
UPC
22879200000
22872800000
22873600000
25646000000
25646400000
25648800000
25649200000
26284000000
22638100000

MISCELLANEOUS MEATS

<u>Miscellaneous</u>
UPC
20132900000
25645800000
25646800000
25646900000
25648600000
25649600000
25933300000
25933300000
21000000000
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22504800000
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22505800000
22505900000
22586500000
26134200000
22875700000
22876500000
22869200000
22869700000
22870100000
22872500000
22872900000
22873200000
22873300000
22873700000
22878900000
25496200000
25507200000
25507300000
25507400000
25507500000
25507600000
25507700000

<u>Miscellaneous</u>
UPC
25507800000
25507900000
25644300000
25889300000
25889400000
22722400000

<u>Duck (Whole, Breast)</u>
UPC
27093500000
26333600000

<u>Goat</u>
UPC
20608400000

<u>Goose</u>
UPC
22108900000

<u>Lamb (Breast, Chop, Rib, Steak, Ground, Roast, Leg, Shank, Stew Meet, Shoulder)</u>
UPC
25006500000
20946500000
20523000000
25856300000
26043400000
20569900000
22101800000
22028000000
22106900000
22107000000
25856800000

<u>Lamb (Breast, Chop, Rib, Steak, Ground, Roast, Leg, Shank, Stew Meet, Shoulder)</u>
UPC
26043200000
26043200000
26043300000
26043300000
25856600000
25007400000
25856400000
22027800000
20953200000
25856500000
26042600000
26042900000
20272000000
20575900000
25857100000
25856700000
26043100000
26043100000
26042500000
26042500000
26042500000
26220800000
22471900000
25048500000
20953300000
26043000000
26043000000
22102300000
20570400000
20834800000
25046500000
26042800000
26042800000
25006400000
26042700000
26042700000

<u>Lamb (Breast, Chop, Rib, Steak, Ground, Roast, Leg, Shank, Stew Meet, Shoulder)</u>
UPC
20839600000
20271400000
25856900000
25857000000
26066400000
25006600000
25006700000

<u>Oxtails</u>
UPC
22626900000
22471700000

SEAFOOD

<u>Arctic Char</u>
UPC
26183700000

<u>Barramundi</u>
UPC
26048200000

<u>Catfish</u>
UPC
25838300000
26174700000
20946900000
25906100000
26018000000
25906100000
26253500000
22477800000
26291100000
22100000000

<u>Clams</u>
UPC
26231900000

<u>Cod</u>
UPC
26094000000
20966000000
20973300000
20984600000
25885700000
25885700000
26183800000
26196000000
26209700000
26253800000
26261700000
26262000000
26260700000
26196000000
26196000000

<u>Cod</u>
UPC
26196000000
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26170100000
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26183100000
25902500000
25866500000
25866500000
25203600000
25902500000
25866500000
25866500000
26033700000
25902500000
26033700000
26183000000
26207500000

<u>Crab (Crabmeat, Cakes, Legs, Snowcrab)</u>
UPC
26250600000
26250600000
26258700000
26250600000
22475100000
22475700000
20743300000
25096100000
26277100000
22069700000
26231800000
22727400000
26253400000
26276800000
26277200000
26253300000
26250100000
26250100000
26277300000

<u>Crab (Crabmeat, Cakes, Legs, Snowcrab)</u>
UPC
26250000000
26231300000
20607200000
22583400000
22394100000

<u>Crawfish</u>
UPC
22489000000
25840100000
25127900000
25128000000
22530700000
22053300000

<u>Croaker</u>
UPC
20676700000

<u>Dover</u>
UPC
26173800000
26084900000

<u>Flounder</u>
UPC
22490400000
26094300000
26208500000
26174200000

<u>Grouper</u>
UPC
22490300000
26093100000
26260400000

<u>Haddock</u>
UPC
25866600000
25905800000
25905800000
26028900000
25905800000
26125300000
26174300000
26207800000
26210000000
26028900000
26261800000
26262100000
26260800000
26028900000
20688600000

<u>Halibut</u>
UPC
25886500000
20719000000
25839100000
26224600000
26229600000
26174400000
26033800000
26170200000

<u>Herring</u>
UPC
20655700000
22577300000

<u>Lobster</u>
UPC
22041300000
26255700000
22084000000
22892300000
22040900000
22083100000
22083200000

<u>Lobster</u>
UPC
20654300000
22029100000
25204000000
25203900000
25869500000
25884900000
26231200000
26231400000
22041100000
26290400000
22518100000
26214500000
26224300000
26251100000
20654100000
22891700000
26151300000
22891600000
22892500000
26277000000
26277000000
26277000000
22892200000
22892000000
22892100000

<u>Mahi Mahi</u>
UPC
25184400000
25886100000
20972400000
20147800000
25886200000
25866100000
25886000000
25906200000
26270600000
26270500000
26270900000
26270800000
26270900000
25270900000

<u>Mahi Mahi</u>
UPC
26270900000

<u>Octopus</u>
UPC
22488400000

<u>Orange Roughy</u>
UPC
26174000000

<u>Perch</u>
UPC
20688700000
22057400000
26185800000
26185800000

<u>Pike</u>
UPC
26172200000
26171100000

<u>Pollack</u>
UPC
26229400000
26229400000
26094400000
26094400000
26094400000
26185200000
26208600000

<u>Red Fish</u>
UPC
22443300000

<u>Rockfish</u>
UPC
26084800000
26129600000
26255100000
26261500000
26261900000
26262300000
26260500000

<u>Salmon</u>
UPC
25887300000
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<u>Salmon</u>
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26047900000
26029700000

Salmon UPC
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25902300000
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26171800000
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26083400000
26208300000

Salmon UPC
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Salmon UPC
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Salmon UPC
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26170600000

Salmon
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26170800000
26093500000
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26185100000
26230900000
26171400000
26171300000

Salmon
UPC
26074100000
26166600000
26209100000
26254400000
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26254400000
26074100000
26166600000
26166600000
26166600000
26166600000
26185000000
26229500000
26224000000
26018100000
20716500000
26271100000
20661400000
20661700000
26094900000
26094900000
26168300000
26168300000
25838400000

Scallop
UPC
26231600000
22002900000
26075400000
26208200000
26210400000
26223200000
26173400000

Sea Bass
UPC
26276700000
26174600000
26276600000

Shad
UPC
20658200000

Shark
UPC
26151400000

Shrimp
UPC
25791100000
20727800000
26184400000
22532200000
26214100000
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22475500000
22476000000
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22517900000
22517800000
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Shrimp
UPC
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22693300000
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26202400000
26208900000
26211100000
26231700000
26224400000
26081000000
26081000000
26202200000
26208400000
26210600000
25127800000
26027900000
26202200000

Smelts
UPC
20934400000

Snapper
UPC
25866300000
26093200000
25866300000
26093200000
26253900000
26261600000
26093200000
26277400000

Sol
UPC
25963000000

Spot
UPC
20658100000

Squid
UPC
22488700000
22488600000

Steelhead
UPC
26171700000

Striped Bass
UPC
26028200000

Swai
UPC
26252700000
22508100000
22041800000

Swordfish
UPC
26028000000
26174500000
26224500000
26262400000
26270400000
26262400000
26270700000
26252400000
26262400000

Tilapia
UPC
20972900000
25885600000
26084000000
25838800000

Tilapia
UPC
26083300000
25885500000
26169300000
26028300000
22026200000
20288900000
20972700000
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26230500000
26254800000
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25127100000
22063600000
20991500000
22474700000
22491000000
25885400000
25885400000
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Tilapia
UPC
26186400000
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26028800000
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20972800000
20991600000
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22063900000
22063900000
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22474800000
22475600000

Tripe
UPC
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20588900000
22765200000

Trout
UPC
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25906000000

Trout
UPC
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26084200000

Tuna
UPC
26230600000
26213700000
26223700000
26213700000
26229700000
26229800000
26223700000
26253600000

<u>Tuna</u>
UPC
26229800000
26223700000
26253600000
26213700000
26213700000

<u>Walleye</u>
UPC
26168600000
26173900000
20974400000

<u>Whitefish</u>
UPC
26174100000

ADDENDUM B

Bagged Citrus – Descriptions and UPCs

Description	UPC
Large Orange Bag (5lb)	3338311004
Large Orange Bag (5lb)	3338312082
Large Orange Bag (5lb)	3338313003
Large Orange Bag (5lb)	3338313004
Large Orange Bag (5lb)	3338313123
Large Orange Bag (5lb)	3338314004
Large Orange Bag (5lb)	3338314613
Large Orange Bag (5lb)	3338318802
Large Orange Bag (5lb)	3383130033
Large Orange Bag (5lb)	3651511004
Large Orange Bag (5lb)	4280800235
Large Orange Bag (5lb)	7224075780
Large Orange Bag (5lb)	9214811004
Large Orange Bag (5lb)	9670400159
Large Orange Bag (5lb)	60504962305
Large Orange Bag (5lb)	79192811004
Large Orange Bag (5lb)	79192811006
Large Orange Bag (5lb)	81361802336
Large Orange Bag (5lb)	81387901071
Large Orange Bag (5lb)	81865401129
Large Orange Bag (5lb)	84043710121
Large Orange Bag (5lb)	84258610025

Description	UPC
Large Orange Bag (5lb)	84585700048
Large Orange Bag (5lb)	84634000146
Large Orange Bag (5lb)	84634001519
Large Orange Bag (5lb)	84720401042
Large Orange Bag (5lb)	85979400744
Large Orange Bag (5lb)	89973400245
Large Orange Bag (5lb)	89973400261
Large Orange Bag (5lb)	89973400262
Large Orange Bag (5lb)	780461755057
Organic Grapefruit (4lb)	82890400061
Organic Grapefruit (4lb)	72906298615
Organic Grapefruit (4lb)	81468301007
Organic Grapefruit (4lb)	3307460321
Organic Grapefruit (4lb)	60504944217
Organic Grapefruit (4lb)	61046210116
Organic Oranges (3lb)	68113116060
Organic Oranges (3lb)	1466816004
Organic Oranges (3lb)	82890459545
Organic Oranges (3lb)	81468301249
Organic Oranges (3lb)	1466816005
Organic Oranges (3lb)	81468301243
Organic Oranges (3lb)	1466816002

Description	UPC
Organic Oranges (3lb)	84720401176
Organic Oranges (3lb)	89842900256
Organic Oranges (3lb)	3338310402
Organic Oranges (3lb)	3307460313
Organic Oranges (3lb)	82890459760
Organic Oranges (3lb)	81675400003
Organic Oranges (3lb)	60504946568
Organic Oranges (3lb)	68113116075
Organic Oranges (3lb)	3651512002
Organic Oranges (3lb)	84043710200
Organic Oranges (3lb)	3307460318
Organic Oranges (3lb)	68113117947
Organic Oranges (3lb)	72906298686
Organic Oranges (3lb)	72906298696
Organic Oranges (3lb)	72906299023
Small Orange Bag (3lb)	1420003348
Small Orange Bag (3lb)	3338310401
Small Orange Bag (3lb)	3338311942
Small Orange Bag (3lb)	3338311991
Small Orange Bag (3lb)	3338312080
Small Orange Bag (3lb)	3338313022
Small Orange Bag (3lb)	3338314610

Description	UPC
Small Orange Bag (3lb)	3338314621
Small Orange Bag (3lb)	3338314626
Small Orange Bag (3lb)	3651511942
Small Orange Bag (3lb)	3651511943
Small Orange Bag (3lb)	7224054054
Small Orange Bag (3lb)	7224075734
Small Orange Bag (3lb)	9670400158
Small Orange Bag (3lb)	40009445594
Small Orange Bag (3lb)	60504949197
Small Orange Bag (3lb)	61420003348
Small Orange Bag (3lb)	79192811942
Small Orange Bag (3lb)	81361802030
Small Orange Bag (3lb)	81387901063
Small Orange Bag (3lb)	81865401128
Small Orange Bag (3lb)	81865401168
Small Orange Bag (3lb)	84043710006
Small Orange Bag (3lb)	84043710106
Small Orange Bag (3lb)	84258610023
Small Orange Bag (3lb)	84585700047
Small Orange Bag (3lb)	84585700114
Small Orange Bag (3lb)	84634000150
Small Orange Bag (3lb)	84634001488

Description	UPC
Small Orange Bag (3lb)	85093700112
Small Orange Bag (3lb)	85126400321
Small Orange Bag (3lb)	85245300230
Small Orange Bag (3lb)	85716900504
Small Orange Bag (3lb)	85841000524
Small Orange Bag (3lb)	85979400743
Small Orange Bag (3lb)	86010700179
Small Orange Bag (3lb)	88264800083
Small Orange Bag (3lb)	89973400233
Small Orange Bag (3lb)	89973400246
Small Orange Bag (3lb)	780461755058
Tangerines (2lb)	81037601104
Tangerines (2lb)	19500401
Tangerines (2lb)	85771300537

EXHIBIT B

**CERTIFICATION PURSUANT TO
THE FEDERAL SECURITIES LAWS**

I, Padraic P. Lydon, on behalf of the Boston Retirement System (“Boston”), hereby certify that:

1. I am authorized in my capacity as General Counsel of the Boston Retirement System to initiate litigation as approved by Boston and to execute this Certification on behalf of Boston.

2. I have reviewed a complaint filed against Luckin Coffee, Inc. (“Luckin”) alleging violations of the federal securities laws, and generally adopt the allegations asserted insofar as the allegations pertain to the factual assertions and legal claims therein, and subject to and without waiving the right to amend and, without limitation, assert additional factual material learned in investigation and/or discovery in a consolidated or amended complaint.

3. Boston did not acquire Luckin securities at the direction of counsel or in order to participate in any private action arising under the federal securities laws.

4. Boston is willing to serve as a Lead Plaintiff and a representative party in this matter, including providing testimony at deposition and trial, if necessary. Boston fully understands the duties and responsibilities of the lead plaintiff under the Private Securities Litigation Reform Act, including the selection and retention of counsel and overseeing the prosecution of the action for the class.

5. Boston will not accept any payments for serving as a representative party on behalf of the class beyond its *pro rata* share of any recovery, except such reasonable costs and expenses (including lost wages) directly relating to the representation of the class as ordered or approved by the court.

6. Boston’s transactions in Luckin’s securities that are the subject of this action are set forth in the chart attached hereto.

7. Boston has sought to serve and was appointed as a lead plaintiff and representative party on behalf of a class in the following actions under the federal securities laws filed during the three-year period preceding the date of this Certification:

In re Novo Nordisk Securities Litigation, No. 17-cv-209 (D.N.J.)

Tung v. Dycom Industries, Inc., No. 18-cv-81448 (S.D. Fla.)

Klein v. Allergan plc, No. 18-cv-12219 (S.D.N.Y.)

Plumbers & Steamfitters Local 773 Pension Fundv. Danske Bank A/S,
No. 19-cv-235 (S.D.N.Y.)

Boston Retirement System et al v Eldorado Resorts, Inc., et al,
No. 19-cv-18230 (D.N.J)

8. Boston has sought to serve as a lead plaintiff and representative party on behalf of a class in the following actions under the federal securities laws filed during the three-year period preceding the date of this Certification, but either withdrew its motion for lead plaintiff or was not appointed lead plaintiff:

St. Clair County Employees' Retirement System v. Acadia Healthcare Co.,
No. 18-cv-988 (M.D. Tenn.)

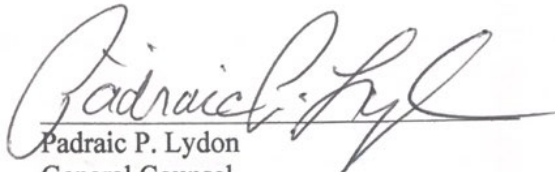
Rauch v. Vale S.A., No. 19-cv-526 (E.D.N.Y.)

Salim v. Mobile TeleSystems PJSC, No. 19-cv-1589 (E.D.N.Y.)

In re Cloudera, Inc. Securities Litigation, No. 19-cv-03221 (ND Cal.)

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 13th day of April 2020.


Padraic P. Lydon
General Counsel
Boston Retirement System

Boston Retirement System's Trades in Luckin Coffee, Inc. ADRs

(From May 17, 2019 through April 6, 2020)

Trade Date	Transaction Type	Number of Shares	Price Per Share (\$)
1/23/2020	PURCHASE	2,800	44.36
1/24/2020	PURCHASE	2,900	41.88
1/29/2020	PURCHASE	2,260	38.57
1/31/2020	PURCHASE	1,500	31.53
2/3/2020	PURCHASE	390	32.93
2/5/2020	PURCHASE	3,710	35.85
2/6/2020	PURCHASE	2,960	35.56
2/13/2020	PURCHASE	3,800	37.98
2/20/2020	PURCHASE	5,500	41.56
2/26/2020	PURCHASE	1,700	39.40
2/27/2020	PURCHASE	2,000	37.79
2/28/2020	PURCHASE	3,300	38.28
3/3/2020	PURCHASE	2,680	38.94
3/4/2020	PURCHASE	1,700	41.03
3/6/2020	PURCHASE	1,800	37.67
3/31/2020	PURCHASE	2,850	27.36
4/2/2020	SALE	14,000	6.57
4/2/2020	SALE	27,850	6.51



CHIMICLES
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2711 Centerville Rd.
Suite 201
Wilmington, DE 19808
Voice: 302-656-2500
Fax: 302-656-9053

OUR ATTORNEYS

Partners

- 3 Nicholas E. Chimicles
- 6 Robert J. Kriner, Jr.
- 7 Steven A. Schwartz
- 11 Kimberly Donaldson Smith
- 12 Timothy N. Mathews
- 15 Scott M. Tucker
- 16 Beena M. McDonald

Of Counsel & Senior Counsel

- 19 Anthony Allen Geyelin
- 20 Alison G. Gushue

Associates

- 21 Zachary P. Beatty
- 23 Alex M. Kashurba
- 25 Mariah Heinzerling
- 26 Juliana Del Pesco
- 27 Marissa N. Pembroke

28 PRACTICE AREAS

32 REPRESENTATIVE CASES

Our Attorneys-Partners

Practice Areas:

- Antitrust
- Automobile Defects and False Advertising
- Corporate Mismanagement & Shareholder Derivative Action
- Defective Products and Consumer Protection
- Mergers & Acquisitions
- Non-Listed REITs
- Other Complex Litigation
- Securities Fraud

Education:

- University of Virginia School of Law, J.D., 1973
- University of Virginia Law Review; co-author of a course and study guide entitled "Student's Course Outline on Securities Regulation," published by the University of Virginia School of Law
- University of Pennsylvania, B.A., 1970

Memberships & Associations:

- Supreme Court of Pennsylvania Disciplinary Board Hearing Committee Member, 2008-2014.
- Past President of the National Association of Securities and Commercial Law Attorneys based in Washington, D.C., 1999-2001
- Chairman of the Public Affairs Committee of the American Hellenic Institute, Washington, D.C.
- Member of the Boards of Directors of Opera Philadelphia, Pennsylvanians for Modern Courts, and the Public Interest Law Center of Philadelphia.

Admissions:

- Supreme Court of Pennsylvania
- United States Supreme Court
- Second Circuit Court of Appeals
- Third Circuit Court of Appeals

NICHOLAS E. CHIMICLES



Mr. Chimicles has been lead counsel and lead trial counsel in major complex litigation, antitrust, securities fraud and breach of fiduciary duty suits for over 40 years. Representative Cases include:

- Mr. Chimicles led our Firm's team, including partners Kimberly Donaldson-Smith and Timothy Mathews, in representing the lead plaintiff in a securities class action, *SEPTA v. Orrstown Financial Services, Inc.* (M.D.Pa.), that had a \$15 million settlement approved in May

2023. That settlement, which included a

monetary contribution from the defendant bank's former outside auditor, represented a significant percentage of the recoverable damages. The case is also noteworthy for spawning a landmark Third Circuit decision that upheld the district judge's granting a motion to amend the complaint to rejoin the outside auditor and other defendants years after their initial dismissal, one of several reasons the district court's settlement approval order commended our Firm for its "relentless" efforts in the more than decade-old case.

- In three related cases involving the collection of improperly imposed telephone utility users taxes, Mr. Chimicles was co-lead counsel representing taxpayers in the Superior Court in Los Angeles, resulting in the creation of settlement funds totaling more than \$120 million. *Ardon v. City of Los Angeles* (\$92.5 million)(2016); *McWilliams v. City of Long Beach* (\$16.6 million)(2018); and *Granados v. County of Los Angeles* (\$16.9 million)(2018). The suits were settled after the Supreme Court of California unanimously upheld the rights of taxpayers to file class action refund claims under the California Government Code.
- *W2007 Grace Acquisition I, Inc., Preferred Stockholder Litigation*, Civ. No. 2:13-cv-2777, involved various violations of contractual, fiduciary and corporate statutory duties by defendants who engaged in various related-party transactions, wrongfully withheld dividends and financial information, and failed to timely hold an annual preferred stockholder meeting. This litigation resulted in a swift settlement valued at over \$76 million after ten months of hard-fought litigation.
- *Lockabey v. American Honda Motor Co.*, Case No. 37-2010-87755 (Superior Ct., San Diego). A settlement valued at over \$170 million

- Fourth Circuit Court of Appeals
- Sixth Circuit Court of Appeals
- Ninth Circuit Court of Appeals
- Tenth Circuit Court of Appeals
- Eleventh Circuit Court of Appeals
- Court of Appeals for the D.C. Circuit
- Eastern District of Pennsylvania
- Eastern District of Michigan
- Northern District of Illinois
- District of Colorado
- Eastern District of Wisconsin
- Court of Federal Claims
- Southern District of New York

Honors:

- Recipient of the American Hellenic Institute's Heritage Achievement & National Public Service Award (2019)
- Fellow of the American Bar Foundation (2017) - an honorary organization of lawyers, judges and scholars whose careers have demonstrated outstanding dedication to the welfare of their communities and to the highest principles of the legal profession.
- Prestigious 2016 Thaddeus Stevens Award of the Public Interest Law Center (Philadelphia) in recognition of his leadership and service to this organization.
- Ellis Island Medal of Honor in May 2004, in recognition of his professional achievements and history of charitable contributions to educational, cultural and religious organizations.
- Pennsylvania and Philadelphia SuperLawyers, 2006-present.
- AV[®] rated by Martindale-Hubbell

resolved a consumer action involving false advertising claims relating to the sale of Honda Civic Hybrid vehicles as well as claims relating to a software update to the integrated motor assist battery system of the HCH vehicles. As a lead counsel, Mr. Chimicles led a case that, in the court's view, was "difficult and risky" and provided "significant public value."

- *City of St. Clair Shores General Employees Retirement System, et al. v. Inland Western Retail Real Estate Trust, Inc.*, Case No. 07 C 6174 (N.D. Ill.). A \$90 million settlement was reached in 2010 in this class action challenging the accuracy of a proxy statement that sought (and received) stockholder approval of the merger of an external advisor and property managers by a multi-billion dollar real estate investment trust, Inland Western Retail Real Estate Trust, Inc. The settlement provided that the owners of the advisor/property manager entities (who are also officers and/or directors of Inland Western) had to return nearly 25% of the Inland Western stock they received in the merger.
- *In re Real Estate Associates Limited Partnerships Litigation*, No. CV 98-7035 DDP, was tried in the federal district court in Los Angeles before the Honorable Dean D. Pregerson. Mr. Chimicles was lead trial counsel for the Class of investors in this six-week jury trial of a securities fraud/breach of fiduciary duty case that resulted in a \$185 million verdict in late 2002 in favor of the Class (comprising investors in the eight REAL Partnerships) and against the REALs' managing general partner, National Partnership Investments Company ("NAPICO") and the four individual officers and directors of NAPICO. The verdict included an award of \$92.5 million in punitive damages against NAPICO. This total verdict of \$185 million was among the "Top 10 Verdicts of 2002," as reported by the National Law Journal (verdictsearch.com). On post-trial motions, the Court upheld in all respects the jury's verdict on liability, upheld in full the jury's award of \$92.5 million in compensatory damages, upheld the Class's entitlement to punitive damages (but reduced those damages to \$2.6 million based on the application of California law to NAPICO's financial condition), and awarded an additional \$25 million in pre-judgment interest. Based on the Court's decisions on the post-trial motions, the judgment entered in favor of the Class on April 28, 2003 totaled over \$120 million.
- *CNL Hotels & Resorts, Inc. Securities Litigation*, Case No. 6:04-cv-1231 (M.D. Fla., Orl. Div. 2006). The case settled Sections 11 and 12 claims for \$35 million in cash and Section 14 proxy claims by significantly reducing the merger consideration by nearly \$225 million (from \$300 million to \$73 million) that CNL paid for internalizing its advisor/manager.
- *Prudential Limited Partnerships Litigation*, MDL 1005 (S.D.N.Y.). Mr. Chimicles was a member of the Executive Committee in this case where the Class recovered from Prudential and other defendants \$130 million in settlements, that were approved in 1995. The Class

- *Continental Illinois Corporation Securities Litigation*, Civil Action No. 82 C 4712 (N.D. Ill.) involving a twenty-week jury trial in which Mr. Chimicles was lead trial counsel for the Class that concluded in July, 1987 (the Class ultimately recovered nearly \$40 million).

Practice Areas:

- Corporate Mismanagement & Shareholder Derivative Action
- Mergers & Acquisitions

Education:

- Delaware Law School of Widener University, J.D., 1988
- University of Delaware, B.S. Chemistry, 1983

Memberships:

- Delaware State Bar Association

Admissions:

- Supreme Court of Delaware

ROBERT J. KRINER, JR.



Robert K. Kriner, Jr. is a Partner in the Firm's Wilmington, Delaware office. From 1988 to 1989, Mr. Kriner served as law clerk to the Honorable James L. Latchum, Senior Judge of the United States District Court for the District of Delaware. Following his clerkship and until joining the Firm, Mr. Kriner was an associate with a major Wilmington, Delaware law firm, practicing in the areas of corporate and general litigation.

Mr. Kriner has prosecuted actions, including class and derivative actions, on behalf of stockholders, limited partners and other investors with claims relating to mergers and acquisitions, hostile acquisition proposals, the enforcement of fiduciary duties, the election of directors, and the enforcement of statutory rights of investors such as the right to inspect books and records. Among his recent achievements are *Sample v. Morgan*, C.A. No. 1214-VCS (obtaining full recovery for shareholders diluted by an issuance of stock to management), *Edward Asner v. SAG-AFTRA Health Fund*, No. 20-101914 (resulting in a \$20.6 million settlement for performers and actors affected by changes to health plan), *In re Genentech, Inc. Shareholders Litigation*, Consolidated C.A. No. 3911-VCS (leading to a nearly \$4 billion increase in the price paid to the Genentech stockholders) and *In re Kinder Morgan, Inc. Shareholders Litigation*, Consolidated Case No. 06-C-801 (action challenging the management led buyout of Kinder Morgan, settled for \$200 million).

Recently, Mr. Kriner led the prosecution of a derivative action in the Delaware Court of Chancery by stockholders of Bank of America Corporation relating to the January 2009 acquisition of Merrill Lynch & Co. *In re Bank of America Corporation Stockholder Derivative Litigation*, C.A. No. 4307-CS. The derivative action concluded in a settlement which included a \$62.5 million payment to Bank of America.

Practice Areas:

- Antitrust
- Corporate Mismanagement & Shareholder Derivative Action
- Defective Products and Consumer Protection
- Other Complex Litigation
- Securities Fraud

Education:

- Duke University School of Law, J.D., 1987
- ◇ Law & Contemporary Problems Journal, Senior Editor
- University of Pennsylvania, B.A., 1984 - *cum laude*

Memberships & Associations:

- National Association of Shareholder and Consumer Attorneys (NASCAT) Executive Committee Member
- American Bar Association
- Pennsylvania Bar Association

Admissions:

- United States Supreme Court
- Pennsylvania Supreme Court
- Third Circuit Court of Appeals
- Sixth Circuit Court of Appeals
- Eighth Circuit Court of Appeals
- Ninth Circuit Court of Appeals
- Eastern District of Pennsylvania
- Western District of Pennsylvania
- Eastern District of Michigan
- District of Colorado

Honors:

- National Trial Lawyers Top 100
- AV Rating from Martindale Hubbell
- Pennsylvania Super Lawyer, 2006-Present
- America's Top 100 High Stakes Litigator

Steven A. Schwartz



STEVEN A. SCHWARTZ has prosecuted complex class actions in a wide variety of contexts. Notably, Mr. Schwartz has been successful in obtaining several settlements and judgments where class members received a full recovery on their damages. Representative cases include:

- *In re Philips Recalled CPAP, Bi-Level PAP, And Mechanical Ventilator Products Litigation*, MDL No. 3014 (W.D. Pa.). The Court appointed Mr. Schwartz as Plaintiffs' Co-Lead Counsel in

this multi district litigation alleging claims for economic losses, medical monitoring and personal injury in connection with Philips' recall of millions of CPAPs, BiPAPs and ventilators that contained polyester-based polyurethane foam that degrades into particles and emits volatile toxic compounds. The Court recently granted preliminary approval to a proposed settlement of class members' economic loss claims that, if approved, will require the Philips defendants to pay over \$479 million to class members. Litigation of the medical monitoring and personal injury claims is ongoing.

- *Edward Asner v. SAG-AFTRA Health Fund*, No. 20-10914 (C.D. Cal.). Mr. Schwartz serves as Co-Lead Class Counsel in this ERISA case, which challenges the SAG-AFTRA Health Plan Trustees' decision to merge the SAG and AFTRA health plans, their related failures to implement the merger and properly manage the Plan's deteriorating financial condition, their imprudent negotiation of the 2019 and 2020 Commercials, Netflix and TV/Theatrical contracts, and the subsequent decision to eliminate health benefits for senior actors. The parties reached a proposed settlement for \$20.6 million along with substantial non-monetary benefits. See <https://youtu.be/4LgRxJnx18o> featuring prominent actors supporting the lawsuit.
- *In re Macbook Keyboard Litigation*, No. 5:18-cv-02813 -EJD (N. D. Cal.). Mr. Schwartz served as Co-Lead Class Counsel in this case alleging that the ultra-thin "butterfly keyboard in Apple MacBooks were defective. Shortly before trial, the case settled for \$50 million. The settlement was recognized as the Number 1 Consumer Fraud Settlement in California for 2022 by TopVerdict.com.
- *Snitzer v. Board of Trustees of the American Federation of Musicians Pension Plan*, No. 1:17-cv-5361 (S.D.N.Y.). Mr. Schwartz served as Plaintiffs' Lead Counsel in this case which alleged that the Trustees of the AFM Pension Plan made a series of imprudent, overly-aggressive bets by investing an excessive percentage of plan assets in risky asset classes such as emerging markets equities and private equity far beyond the percentage of such investment by other Taft-Hartley pension plans. The cases settled shortly before trial for \$26.85 million plus substantial governance reforms including appointment of a Neutral Independent Fiduciary. The Trustee independent neutral trustee. The \$26.85 million cash recovery represented the vast majority of provable damages that likely could have been won at trial and between about 65% to 75% of the

Trustees' available insurance policy limits to pay any final judgment achieved through continued litigation.

- ***In re Cigna-American Specialty Health Administrative Fee Litigation***, No. 2:16-cv-03967-NIQA (E. D. Pa.). Mr. Schwartz served as co-lead counsel in this national class action alleging that defendant Cigna and its subcontractor, ASH, violated the written terms of ERISA medical benefit by treating ASH's administrative fees as medical expenses to artificially inflate the amount of "benefits" owed by plans and the cost-sharing obligations of plan participants and beneficiaries. The Court approved the \$8.25 million settlement in which class members were automatically mailed checks representing a full or near-full recovery of the actual amount they paid for the administrative fees. ECF 101 at 4, 23-24.
- ***Rodman v. Safeway Inc.***, No. 11-3003-JST (N.D. Cal.). Mr. Schwartz served as Plaintiffs' Lead Trial Counsel and presented all of the district court and appellate arguments in this national class action regarding grocery delivery overcharges. He was successful in obtaining a national class certification and a series of summary judgment decisions as to liability and damages resulting in a \$42 million judgment, which represents a full recovery of class members' damages plus interest. The \$42 million judgment was entered shortly after a scheduled trial was postponed due to Safeway's discovery misconduct, which resulted in the district court imposing a \$688,000 sanction against Safeway. The Ninth Circuit affirmed the \$42 million judgment. 2017 U.S. App. LEXIS 14397 (9th Aug. 4, 2017).
- ***In re Apple iPhone/iPod Warranty Litig.***, 3:10-1610-RS (N.D. Cal.). Mr. Schwartz served as co-lead counsel in this national class action in which Apple agreed to a \$53 million non-reversionary, cash settlement to resolve claims that it had improperly denied warranty coverage for malfunctioning iPhones due to alleged liquid damage. Class members were automatically mailed settlement checks for more than 117% of the average replacement costs of their iPhones, net of attorneys' fees, which represented an average payment of about \$241.
- ***In re Sears, Roebuck & Co. Front-Loading Washer Prods. Liab. Litig.***, No. 06 C 7023, (N.D. Ill.) & Case 1:09-wp-65003-CAB (N. D. Ohio) (MDL No. 2001). Schwartz served as co-lead class counsel in this case which related to defective central control units ("CCUs") in front load washers manufactured by Whirlpool and sold by Sears. After extensive litigation, including two trips to the Seventh Circuit and a trip to the United States Supreme Court challenging the certification of the plaintiff class, he negotiated a settlement shortly before trial that the district court held, after a contested proceeding approval proceeding, provided a "full-value, dollar-for-dollar recovery" that was "as good, if not a better, [a] recovery for Class Members than could have been achieved at trial." 2016 U.S. Dist. LEXIS 25290 at *35 (N.D. Ill. Feb. 29, 2016).
- ***Chambers v. Whirlpool Corp., et al.***, Case No. 11-1773 FMO (C.D. Cal.). Mr. Schwartz served as co-lead counsel in this national class action involving alleged defects resulting in fires in Whirlpool, Kenmore, and KitchenAid dishwashers. The district court approved a settlement which he negotiated that provides wide-ranging relief to owners of approximately 24 million implicated dishwashers, including a full recovery of out-of-pocket damages for costs to

repair or replace dishwashers that suffered Overheating Events. In approving the settlement, Judge Olguin of the Central District of California described Mr. Schwartz as “among the most capable and experienced lawyers in the country in [consumer class actions].” 214 F. Supp. 3d 877, 902 (C.D. Cal. 2016).

- ***Wong v. T-Mobile***, 05-cv-73922-NGE-VMM (E.D. Mich.). In this billing overcharge case, Mr. Schwartz served as co-lead class counsel and negotiated a settlement where T-Mobile automatically mailed class members checks representing a 100% net recovery of the overcharges and with all counsel fees paid by T-Mobile in addition to the class members’ 100% recovery.
- ***In re Certaineed Corp. Roofing Shingle Products Liability Litig.***, No. 07-md-1817-LP (E.D. Pa.). In this MDL case related to defective roof shingles, Mr. Schwartz served as Chair of Plaintiffs’ Discovery Committee and worked under the leadership of co-lead class counsel. The parties reached a settlement that provided class members with a substantial recovery of their out-of-pocket damages and that the district court valued at between \$687 to \$815 million.
- ***Shared Medical Systems 1998 Incentive Compensation Plan Litig.***, Mar. Term 2003, No. 0885 (Phila. C.C.P.). In this case on behalf of Siemens employees, after securing national class certification and summary judgment as to liability, on the eve of trial, Mr. Schwartz negotiated a net recovery for class members of the full amount of the incentive compensation sought (over \$10 million) plus counsel fees and expenses. At the final settlement approval hearing, Judge Bernstein remarked that the settlement “should restore anyone’s faith in class action[s]. . . .” Mr. Schwartz served as co-lead counsel in this case and handled all of the arguments and court hearings.
- ***In re Pennsylvania Baycol: Third-Party Payor Litig.***, Sept. Term 2001, No. 001874 (Phila. C.C.P.) (“Baycol”). Mr. Schwartz served as co-lead class counsel in this case brought by health and welfare funds and insurers to recover damages caused by Bayer’s withdrawal of the cholesterol drug Baycol. After extensive litigation, the court certified a nationwide class and granted plaintiffs’ motion for summary judgment as to liability, and on the eve of trial, he negotiated a settlement providing class members with a net recovery that approximated the maximum damages (including pre-judgment interest) that class members suffered. That settlement represented three times the net recovery of Bayer’s voluntary claims process (which AETNA and CIGNA had negotiated and was accepted by many large insurers who opted out of the class early in the litigation)
- ***Wolens v. American Airlines, Inc.*** Schwartz served as plaintiffs’ co-lead counsel in this case involving American Airlines’ retroactive increase in the number of frequent flyer miles needed to claim travel awards. In a landmark decision, the United States Supreme Court held that plaintiffs’ claims were not preempted by the Federal Aviation Act. 513 U.S. 219 (1995). After eleven years of litigation, American Airlines agreed to provide class members with mileage certificates that approximated the full extent of their alleged damages, which the Court, with the assistance of a court-appointed expert and after a contested proceeding, valued at between \$95.6 million and \$141.6 million.

- ***In Re ML Coin Fund Litigation***, (Superior Court of the State of California for the County of Los Angeles). Mr. Schwartz served as plaintiffs' co-lead counsel and successfully obtained a settlement from defendant Merrill Lynch in excess of \$35 million on behalf of limited partners, which represented a 100% net recovery of their initial investments (at the time of the settlement the partnership assets were virtually worthless due to fraud committed by Merrill's co-general partner Bruce McNall, who was convicted of bank fraud).
- ***Nelson v. Nationwide***, July Term 1997, No. 00453 (Phila. C.C.P.). Mr. Schwartz served as lead counsel on behalf of a certified class. After securing judgment as to liability in the trial court (34 Pa. D. & C. 4th 1 (1998)), and defeating Nationwide's Appeal before the Pennsylvania Superior Court, 924 PHL 1998 (Dec. 2, 1998), he negotiated a settlement whereby Nationwide agreed to pay class members approximately 130% of their bills.

Practice Areas:

- Securities Fraud
- Non-Listed REITs
- Corporate Mismanagement & Shareholder Derivative Action
- Mergers & Acquisitions

Education:

- Villanova University School of Law, J.D., 1999 - *cum laude*
- Boston University, B.A. Political Science, 1996

Memberships & Associations:

- Pennsylvania Bar Association
- Villanova Law School Alumni Association

Admissions:

- Pennsylvania Supreme Court
- New Jersey Supreme Court
- Third Circuit Court of Appeals
- District of New Jersey
- Eastern District of Pennsylvania

Honors:

- Pennsylvania SuperLawyer: 2013– Present
- Named Pennsylvania Rising Star by Super Lawyers: 2006-2012
- Sutton Who's Who in American Law

Kimberly Donaldson Smith



Kimberly Donaldson Smith is a partner in the Firm's Haverford Office. Kimberly has been counseling clients and prosecuting cases on complex issues involving securities, business transactions and other class actions for over 15 years.

Kimberly concentrates her practice in sophisticated securities class action litigation in federal courts throughout the country, and has served as lead or co-lead counsel in over a dozen class actions. She is very active in investigating and initiating securities and shareholder class actions.

Kimberly is currently prosecuting federal securities claims on behalf of investors in numerous cases. Kimberly was instrumental in the outstanding settlements achieved for investors in:

- *W2007 Grace Acquisition I, Inc., Preferred Stockholder Litigation*, Civ. No. 2:13-cv-2777 (W.D. Tenn.) (a settlement valued at over \$76 million for current and former W2007 Grace preferred stockholders);
- *In re Empire State Realty Trust, Inc. Investor Litigation*, Case 650607/2012, NY Supreme Court (a \$55,000,000 cash settlement fund and \$100 million tax savings for the Empire investors);
- *CNL Hotels & Resorts Inc. Federal Securities Litigation*, Case No. 04-cv-1231 (M.D. Fla.) (a \$35,000,000 cash settlement fund and a \$225 million savings for the CNL shareholders);
- *Inland Western Retail Real Estate Trust, Inc., et al. Litigation*, Case 07 C 6174 (U.S.D.C. N.D. Ill) (a \$90 million savings for the Inland shareholders subjected to a self-dealing transaction); and
- *Wells REIT Securities Litigation*, Case 1:07-cv-00862/1:07-cv-02660 (U.S.D.C. N.D. GA) (a \$7 million cash settlement fund for the Wells REIT investors).

Notably, Kimberly was an integral member of the trial team that successfully litigated *the In re Real Estate Associates Limited Partnership Litigation*, No. CV 98-7035 DDP (CD. Cal.) through a six-week jury trial that resulted in a landmark \$184 million plaintiffs' verdict, which is one of the largest jury verdicts since the passage of the Private Securities Litigation Reform Act of 1995. The Real Estate Associates judgment was settled for \$83 million, which represented full recovery for the Class (and an amount in excess of the damages calculated by Plaintiffs' expert).

Kimberly's pro bono activities include serving as a volunteer attorney with the Support Center for Child Advocates, a Philadelphia-based, nonprofit organization that provides legal and social services to abused and neglected children. Since 2006, Kimberly has been recognized by

Law & Politics and the publishers of Philadelphia Magazine as a Pennsylvania Super Lawyer or Rising Star, as listed in the Super Lawyers' publications.

Practice Areas:

- Antitrust
- Corporate Mismanagement
- Consumer Fraud & Deceptive Products
- Securities Fraud Litigation

Education:

- Rutgers School of Law-Camden, J.D., 2003 - *with High Honors*
- Rutgers University-Camden, B.A., 2000 - *with Highest Honors*

Memberships & Associations:

- National Association of Shareholder and Consumer Attorneys (NASCAT) Amicus Committee Member
- Rutgers Journal of Law & Religion – Lead Marketing Editor (2002-2003)

Admissions:

- Pennsylvania
- New Jersey
- Eastern District of Pennsylvania
- District of New Jersey
- United States Court of Appeals for the First Circuit
- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Fourth Circuit
- United States Court of Appeals for the Ninth Circuit
- United States Court of Appeals for the Eleventh Circuit

Honors:

- 2019-2021 Lawdragon 500 Leading Plaintiff Lawyer
- Super Lawyers 2019-2023
- Pennsylvania Super Lawyers Rising Star 2008, 2010, 2013-2014
- Rutgers Law Legal Writing Award 2003

Timothy N. Mathews



Tim Mathews is a partner in the firm's Haverford office. He has been described as "among the most capable and experienced lawyers in the country" in consumer class action litigation. *Chambers v. Whirlpool*, 214 F. Supp 3d 877 (C.D.Cal. 2016). He is also an experienced appellate attorney in the United States Courts of Appeals for the Third, Fourth, Ninth, and Eleventh Circuits, as well as the Supreme Court of California. Representative cases in which Mr. Mathews has held a lead role

include:

- *SEPTA v. Orrstown Financial Services, Inc., et al.* (M.D. Pa) - \$15 million settlement in a securities fraud action after successfully briefing and arguing a landmark appeal in the United States Court of Appeals for the Third Circuit (*SEPTA v. Orrstown Fin. Servs.*, 12 F.4th 337, 342 (3d Cir. 2021));
- *Suarez v. Nissan North America* (M.D.Tenn.) – over \$50 million settlement providing reimbursements, free repairs, and extended warranty for Nissan Altima headlamps;
- *Rodman v. Safeway, Inc.* (N.D.Cal.) – \$42 million judgment against Safeway, Inc., representing 100% of damages plus interest for grocery delivery overcharges;
- *Ardon v. City of Los Angeles* (Superior Court, County of Los Angeles) – \$92.5 million tax refund settlement with the City of Los Angeles after winning landmark decision in the Supreme Court of California securing the rights of taxpayers to file class-wide tax refund claims under the CA Government Code;
- *McWilliams v. City of Long Beach* (Superior Court, County of Los Angeles) - \$16.6 million telephone tax refund settlement;
- *Granados v. County of Los Angeles* - \$16.9 million telephone tax refund settlement;
- *In re 24 Hour Fitness Prepaid Memberships. Litig.* (N.D.Cal.) - Full-relief settlement providing over \$8 million in refunds and an estimated minimum of \$16 million in future rate reductions, for class of consumers who purchased prepaid gym memberships;
- *Chambers v. Whirlpool Corp.* (C.D.Cal.) – Settlement providing 100% of repair costs and other benefits for up to 24 million dishwashers that have an alleged propensity to catch fire due to a control board defect;
- *Livingston v. Trane U.S. Inc.* (D.N.J.) – multimillion-dollar settlement providing repair reimbursements, extended warranty coverage, and free service for owners of defective air conditioners;

- *In re Apple iPhone Warranty Litig.* (N.D.Cal.) – \$53 million settlement in case alleging improper iPhone warranty denials; class members received on average 118% of their damages;
- *In re Colonial Bancgroup, Inc.* – Settlements totaling \$18.4 million for shareholders in securities lawsuit involving one of the largest U.S. bank failures of all time;
- *International Fibercom* (D.Ariz.) – Represented plaintiff in insurance coverage actions against D&O carriers arising out of securities fraud claims; achieved a near-full recovery for the plaintiff; and
- *In re Mutual Funds Investment Litigation*, MDL 1586 (D.Md.) – Lead Fund Derivative Counsel in the multidistrict litigation arising out of the market timing and late trading scandal of 2003, which involved seventeen mutual fund families and hundreds of parties, and resulted in over \$250 million in settlements.

Mr. Mathews graduated from Rutgers School of Law-Camden with high honors, where he served as Lead Marketing Editor for the Rutgers Journal of Law & Religion, served as a teaching assistant for the Legal Research and Writing Program, received the 1L legal Writing Award, and received a Dean’s Merit Scholarship and the Hamerling Merit Scholarship. He received his B.A. from Rutgers University-Camden in 2000 with highest honors, where he was inducted into the Athenaeum honor society.

Mr. Mathews also serves as Co-Chair of the Planning Commission for the township of Lower Merion. His pro bono work has included representation of the Holmesburg Fish and Game Protective Association in Philadelphia. He also served on the Amicus Committee for the National Association of Shareholder and Consumer Attorneys (NASCAT) for over ten years.

Practice areas:

- Corporate Mismanagement and Shareholder Derivative Actions
- Mergers and Acquisitions

Education:

- SUNY Cortland, B.S., 2002, *cum laude*
- Syracuse University College of Law, 2006, J.D., *cum laude*
- Whitman School of Management at Syracuse University, 2006, M.B.A

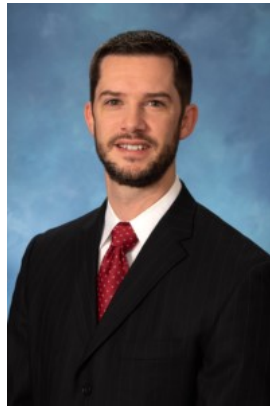
Admissions:

- Supreme Court of Delaware
- Supreme Court of Connecticut
- District of Colorado
- District of Delaware
- Third Circuit Court of Appeals

Honors:

- Named a 2016, 2017, 2018, and 2019 Delaware "Rising Star"
- Martindale Hubbell-Distinguished rated
- 2015–2017 Secretary of the Board of Bar Examiners of the Supreme Court of the State of Delaware
- 2013 – 2015 Assistant Secretary of the Board of Bar Examiners of the Supreme Court of the State of Delaware
- 2010 – 2013 Associate Member of the Board of Bar Examiners of the Supreme Court of the State of Delaware
- Member, Richard S. Rodney Inn of Court

Scott M. Tucker



Scott M. Tucker is a Partner in the Firm's Wilmington Office. Mr. Tucker is a member of the Firm's Mergers & Acquisitions and Corporate Mismanagement and Shareholder Derivative Action practice areas. Together with the Firm's Partners, Mr. Tucker assisted in the prosecution of the following actions:

- *In re Kinder Morgan, Inc. Shareholders Litigation*, Consol. C.A. No. 06-C-801 (Kan.) (action challenging the management led buyout of Kinder Morgan Inc., which settled for \$200 million).
- *In re J.Crew Group, Inc., Shareholders Litigation*. C.A. No. 6043-CS (Del. Ch.) (action that challenged the fairness of a going private acquisition of J.Crew by TPG and members of J.Crew's management which resulted in a settlement fund of \$16 million and structural changes to the go-shop process, including an extension of the go-shop process, elimination of the buyer's informational and matching rights and requirement that the transaction be approved by a majority of the unaffiliated shareholders).
- *In re Genentech, Inc. Shareholder Litigation*, C.A. No. 3911-VCS (Del. Ch.) (action challenging the attempt by Genentech's controlling stockholder to take Genentech private which resulted in a \$4 billion increase in the offer).
- *City of Roseville Employees' Retirement System, et al. v. Ellison, et al.*, C.A. No. 6900-VCP (Del. Ch.) (action challenging the acquisition by Oracle Corporation of Pillar Data Systems, Inc., a company majority-owned and controlled by Larry Ellison, the Chief Executive Officer and controlling shareholder of Oracle, which led to a settlement valued at \$440 million, one of the larger derivative settlements in the history of the Court of Chancery).
- *In re Sanchez Derivative Litigation*, C.A. No. 9132-VCG (Del. Ch.) (action challenging a related party transaction between Sanchez Energy Inc. and Sanchez Resources, LLC a privately held company, which settled for roughly \$30 million in cash and assets)

Mr. Tucker is a Member of the Richard S. Rodney Inn of Court. While attending law school, Mr. Tucker was a member of the Securities Arbitration Clinic and received a Corporate Counsel Certificate from the Center for Law and Business Enterprise.

Practice Areas:

- Consumer Protection and Defective Products
- Data Breach
- ERISA
- Securities Fraud
- Corporate Mismanagement and Shareholder Derivative Action
- Other Complex Litigation

Education:

- Widener University Delaware Law School, J.D., 1998
- Pennsylvania State University, B.A., 1995

Memberships and Associations:

- The Sedona Conference, Working Group 1
- American Bar Association (ABA), Litigation Section:
 - 2023 Co-Chair Diverse Trial Lawyer Academy
 - 2022-2024 Diverse Leaders Academy
 - Class and Derivative Suits Committee
- Complex Litigation e-Discovery Forum (CLEF)
- American Association of Justice (AAJ)
- Philadelphia Bar Association
- South Asian Bar Association, Philadelphia Chapter

Admissions:

- Pennsylvania
- District of Columbia
- Third Circuit Court of Appeals
- Eastern District of Pennsylvania
- Western District of Pennsylvania
- Middle District of Pennsylvania
- Eastern District of Michigan

Speaking Engagements and Publications:

- The Sedona Conference, WG1 Drafting Committee on Unique eDiscovery Challenges in Multidistrict Litigation
- ABA Litigation Section Annual 2023, The Great Tuna Debate
- CLEF Annual 2023, What's New in Defendants' Playbook

Beena M. McDonald



Beena Mallya McDonald is a Partner in the Firm's Haverford office. She is an experienced federal and state trial attorney, having first-chaired numerous civil and criminal jury trials, hundreds of bench trials, and innumerable arbitrations, motions, and depositions. She has also successfully argued before the Judicial Panel on Multidistrict Litigation for centralization of large-scale nationwide class actions.

Beena focuses her practice on complex litigation including consumer protection, ERISA, and securities fraud cases. She manages cases that demand significant motion practice, massive e-discovery, and numerous depositions of Fortune 500 corporate 30(b)(6) witnesses and fiduciaries, product design and development engineers, marketing heads, investment company executives, and liability and damages experts. She also serves as part of the firm's Client Business Development group, responsible for overseeing client portfolio monitoring, evaluation, and litigation, and maintaining client relationships.

Prior to joining the firm Beena served as a Special Assistant U.S. Attorney in the Southern District of California where she prosecuted major corruption, drug importation and immigration cases. Upon initially receiving her law degree, she rose through the ranks at the Defender Association of Philadelphia. She also served as lead counsel in cases throughout the Philadelphia area while in-house at Allstate Insurance Company.

Beena's extensive trial experience is also bolstered by her business management experience working for a Fortune 200 company, allowing her to bring this business acumen to her current practice representing defrauded consumers and investors.

- *In re Phillips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Liability Litigation* (MDL No. 3014) (W.D. Pa.) (successfully argued before the Judicial Panel on Multidistrict Litigation for centralization of more than 100 class action and personal injury cases to the Western District of Pennsylvania, arising out of Philips' recall of certain Continuous Positive Airway Pressure (CPAP), Bi-Level Positive Airway Pressure (Bi-Level PAP), and mechanical ventilator devices, due to the potential that its polyester-based polyurethane (PE-PUR) sound abatement foam may degrade into particles or off-gas volatile organic compounds that may then be ingested or inhaled by the user, causing injury);
- *In re MacBook Keyboard Litig.*, No: 5:18-cv-02813-EJD (N.D. Cal.) (served as Co-Lead Class Counsel in a class action lawsuit alleging that Apple sold MacBook, MacBook Pro, and MacBook Air butterfly keyboard laptops from 2015 – 2020 with a known defect of allowing dust and debris to disrupt the keyboard use. Shortly before trial, the case settled for \$50 million. The Settlement was recognized as the Number 1 Consumer Fraud Settlement in California for 2022 by TopVerdict.com.);

- *In re Chevy Bolt EV Battery Litigation*, No. 2:21-cv-13256-TGB-CI (E.D. Mich.) (argued before the Judicial Panel on Multidistrict Litigation, that was ultimately centralized in the Eastern District of Michigan, in this class action against General Motors LLC and various LG entities alleging that the Chevy Bolt EV is defective, causing its electric battery to overheat when charged to full or nearly full capacity, which has resulted in devastating fires and created an unreasonable safety risk to these vehicle owners. The operative complaint covers all Model Year 2020 – 2022 Chevy Bolts EVs and asserts that the defendants, as claimed by both GM and LG, were “strategic partners” in researching, developing, and manufacturing the Bolt EV and its critical components, including the defective electric battery cells and pack);
- *In re Nexus 6P Prods. Liab. Litig.*, No. 5:17-cv-02185-BLF (N.D. Cal.) (class action lawsuit alleging that smartphones manufactured by Google and Huawei contain defects that cause the phones to “bootloop” and experience sudden battery drain; after overcoming a motion to dismiss, a \$9.75 million settlement was reached, which Judge Beth Labson Freeman described as “substantial” and an “excellent resolution of the case.”);
- *Weeks v. Google LLC*, No. 5:18-cv-00801-NC (N.D. Cal.) (consumer class action against Google relating to Pixel smartphones, alleging that Google sold these phones with a known microphone defect; after defeating a motion to dismiss, a \$7.25 million settlement was reached, which Magistrate Judge Nathanael M. Cousins described as being an “excellent result.”);
- *Gordon v. Chipotle Mexican Grill, Inc.*, No. 1:17-cv-01415- CMA (D. Colo.) (class action relating to a data breach suffered by Chipotle that allegedly exposed consumers’ payment card data to hackers, in which a \$1.6 million settlement was reached);
- *Christofferson v. Creation Entertainment, Inc.*, No. 19STCV11000 (Sup. Ct. CA). (class action relating to a data breach suffered by Creation Entertainment that allegedly exposed consumers’ payment card data to hackers, in which a \$950,000 settlement was reached);
- *Turner v. Sony Interactive Entertainment LLC*, No. 4:21-cv-02454-DMR (N.D. Cal.) (class action lawsuit alleging that Sony’s PlayStation 5 DualSense Controller suffers from a “drift defect” that results in character or gameplay moving on the screen without user command or manual operation of the controller thereby compromising its core functionality);
- *Davis v. Washington University*, No. 4:17-cv-01641-RLW (E.D. Missouri) (ERISA class action lawsuit alleging breach of fiduciary duties in managing the Washington University in St. Louis Retirement Plan – one of the largest university retirement plans in the country with \$5.8 billion in assets and more than 27,000 participants – causing it to incur unreasonable and excessive recordkeeping fees; Judge White approved a \$7.5 million settlement on behalf of the class);
- *Spitzley v. Mercedes-Benz U.S. Int’l, Inc.*, 7:21-cv-00074-RDP (N.D. Ala.) (ERISA class action lawsuit alleging breach of fiduciary duties in managing the Mercedes-Benz International Retirement and Savings Plan – a \$934 million plan with more than 4,400 participants – causing it to incur unreasonable and excessive fees for retirement plan services);
- *Mator v. Wesco Distribution, Inc.*, No. 2:21-cv-00403-MJH (W.D. Pa.) (ERISA class action lawsuit alleging breach of fiduciary duties by

imprudently allowing the Wesco Distribution, Inc. Retirement Savings Plan – a \$837 million plan with more than 8,200 participants – to pay unreasonable recordkeeping and administrative expenses and retain higher-cost share classes of funds when lower-cost funds were available);

- *Hummel v. East Penn Mfg. Co., Inc.*, No. 5:21-cv-01652 (E.D. Pa.) - (ERISA class action lawsuit alleging breach of fiduciary duties in managing the East Penn Manufacturing Co., Inc. Profit Sharing & 401(k) Savings Plan – with \$279 million in assets and over 10,000 participants – by imprudently failing to monitor recordkeeping fees and determine the reasonableness of those fees);
- *Cunningham v. USI Ins. Services LLC*, No. 7:21-cv-01819-NSR (S.D.N.Y.) (ERISA class action lawsuit alleging breach of fiduciary duties in managing the USI 401(k) Plan – a \$848 million plan with over 9,800 participants – by paying unreasonable and excessive retirement plan services fees);
- *Westmoreland County v. Inventure Foods*, No. CV2016-002718 (Super Ct. Ariz.) (state securities shareholder class action filed against Inventure Foods., Inc., after identifying that the company’s stock price had suffered a precipitous decline due to troubles at a manufacturing facility, including a major food recall. After mediation, a preliminary settlement was reached that recovers over 35% of damages for investors.); and
- *Orrstown Financial Services, Inc., et al., Securities Litig.*, No. 12-cv-00793 (USDC M.D. Pa.) (federal securities class action lawsuit by large transportation authority institutional investor client, named sole lead plaintiff, challenging false and misleading statements made by Orrstown to investors about its internal controls and financial condition; the court has preliminarily approved a \$15 million settlement).

Speaking Engagements and Publications:

Practice Areas:

- Antitrust
- Automotive Defects and False Advertising
- Defective Products and Consumer Protection
- Other Complex Litigation

Education:

- Villanova Law School, J.D. - *cum laude*
- ◇ *Villanova Law Review*, Associate Editor
- ◇ *Villanova Moot Court Board*
- ◇ Obert Corporation Law Prize
- University of Virginia, B.A., English literature

Memberships & Associations:

- Pennsylvania Bar Association
- Passé International

Admissions:

- Pennsylvania
- Eastern District of Pennsylvania
- Federal Circuit

Anthony Allen Geyelin



Tony is Of Counsel to the firm at the Haverford office, where since 2001 he has used his extensive private and public sector corporate and regulatory experience to assist the firm in the effective representation of its many clients. Tony has previously worked as an associate in the business department of a major Philadelphia law firm; served as Chief Counsel and then Acting Insurance Commissioner with the Pennsylvania Insurance Department in Harrisburg; and represented publicly traded insurance companies based in Pennsylvania and Georgia as their senior vice president, general counsel and corporate secretary.

Tony has represented the firm's clients in multiple significant litigations, including the DynCorp False Claim Act, Home Advisor, Orrstown, Anadarko (Chesapeake Energy), Ford Sync, Whirlpool Fire, Clear Channel, Carrier Air Conditioner, Cipro Antitrust, Phoenix Leasing and Reliance Insurance Company Insolvency Matters.

Outside of the office Tony's pro bono, professional and charitable activities have included volunteering as a Federal Public Defender; serving as a member and officer of White-Williams Scholars, the Schuylkill Canal Association, and the First Monday Business Club of Philadelphia organizations; and as a member of the National Association of Insurance Commissioners and the Radnor Township (PA) Planning Commission.

Practice Areas:

- Automobile Defects and False Advertising
- Defective Products and Consumer Protection
- Other Complex Litigation
- Securities Fraud

Education:

- Villanova University School of Law, J.D., 2006
- ◇ Villanova Environmental Law Journal – managing editor of student works (2006), staff writer (2005)
- University of California, Los Angeles, B.A., 2003 – *cum laude*

Membership & Associations:

- Member, Philadelphia Bar Association

Admissions:

- Pennsylvania
- New Jersey
- Eastern District of Pennsylvania
- District of New Jersey
- District of Colorado

Honors:

- Pennsylvania Super Lawyers 2019-present
- Pennsylvania Super Lawyers Rising Star 2013-2016

Alison Gabe Gushue



Alison G. Gushue is Of-Counsel at the Firm's Haverford Office. Her practice is devoted to litigation, with an emphasis on consumer fraud, securities, and derivative cases. Ms. Gushue also provides assistance to the Firm's Institutional Client Services Group.

Prior to joining the firm, Ms. Gushue was counsel to the Pennsylvania Securities Commission in the Division of Corporation Finance. In this capacity, she was responsible for reviewing securities registration filings for compliance with state securities laws and for working with issuers and issuers' counsel to

bring noncompliant filings into compliance.

Together with the Partners, Ms. Gushue has provided substantial assistance in the prosecution of the following cases:

- *Lockabey et al. v. American Honda Motor Co., Inc.*, Case No. 37-2010-00087755-CU-BT (San Diego Super. Ct.) (settlement valued by court at \$170 million for a class of 460,000 purchasers and lessees of Honda Civic Hybrids to resolve claims that the vehicle was advertised with fuel economy representations it could not achieve under real-world driving conditions, and that a software update to the IMA system further decreased fuel economy and performance)
- *In re DVI Inc. Securities Litigation*, Case No. 2:03-cv-05336-LDD (over \$17m in settlements recovered for the shareholder class in lawsuit alleging that the company's officers and directors, in conjunction with its external auditors and outside counsel, violated the federal securities laws)
- *In re Sears, Roebuck & Co. Front-Loading Washer Prods. Liab. Litig.*, No. 06-cv-7023 (N.D. Ill.) & Case No. 09-wp-65003-CAB (N.D. Ohio) (MDL No. 2001)(settlement providing a "full-value, dollar-for-dollar recovery" that was "as good, if not a better, recovery for Class Members than could have been achieved at trial" in a lawsuit relating to defective central control units in front-load washers manufactured by Whirlpool and sold by Sears.) 2016 U.S. Dist. LEXIS 20290 at *35 (N.D. Ill. Feb. 29, 2016)
- *Orrstown Financial Services, Inc., et al., Securities Litig.*, No. 12-cv-00793 (M. D. Pa.) (pending federal securities lawsuit challenging false and misleading statements made by Orrstown Bank to investors about its internal controls and financial condition);

Ms. Gushue has also provided pro bono legal services to nonprofit organizations in Philadelphia such as the Philadelphia Bankruptcy Assistance Project, the Public Interest Law Center of Philadelphia, and the Community Legal Services of Philadelphia..

Practice Areas:

- Securities Fraud
- Corporate Mismanagement and Shareholder Derivative Action
- Defective Products and Consumer Protection
- Other Complex Litigation

Education:

- Michigan State University College of Law, J.D. *summa cum laude*, 2017
- Michigan State Law Review – managing editor (2016-2017), staff editor (2015-2016)
- York College of Pennsylvania, B.A. *magna cum laude*, 2013

Admissions:

- Pennsylvania
- Eastern District of Pennsylvania
- United States Court of Appeals for the Ninth Circuit

Honors:

- 2019-2021 Rising Star, Pennsylvania Super Lawyers

Zachary P. Beatty



Zachary P. Beatty is an associate in the Firm’s Haverford office. He focuses his practice on complex litigation including securities fraud, shareholder derivative suits, and consumer protection class actions.

Zachary received his law degree from Michigan State University College of Law in 2017. While in law school, Zachary served as a managing editor for the Michigan State Law Review. His law school career was

marked by several academic honors including earning Jurisprudence Awards for receiving the highest grades in his Corporate Finance, Business Enterprises, Constitutional Law II, and Advocacy classes. Zachary clerked for a small central Pennsylvania law firm and clerked for the Honorable Carol K. McGinley in the Lehigh County Court of Common Pleas. He also clerked for the Firm’s Haverford office. Zachary graduated from York College of Pennsylvania where he majored in history.

Zach has assisted in prosecuting the following matters, among others:

- *Oddo v. Arcoaire Air Conditioning & Heating*, No. 8:15-cv-01985-CAS-E (C.D. Cal.) (consumer class action against Carrier Corporation arising out of the sale of air conditioners that contained an unapproved rust inhibitor in the compressor, which causes widespread failures of thermostatic expansion valves. The plaintiffs allege that the unapproved rust inhibitor was present in virtually all Carrier-manufactured air conditioners from December 2013 through August 2014);
- *Livingston v. Trane U.S. Inc.*, No. 2:17-cv-06480-ES-MAH (D.N.J.) (consumer class action against Trane U.S. Inc. arising out of the sale of air conditioners that contained an unapproved rust inhibitor in the compressor, which causes widespread failures of thermostatic expansion valves);
- *In re MyFord Touch Consumer Litig.*, No. C-13-3072 EMC (N.D. Cal.) (consumer class action against Ford alleging flaws, bugs, and failures in certain Ford automobile infotainment systems. CSK&D is co-lead counsel in this certified class action);
- *Weeks v. Google LLC*, No. 5:18-cv-00801-NC (N.D. Cal.) (consumer class action against Google relating to Pixel smartphones alleging that Google sold these phones with a known defect);
- *In re Nexus 6P Prods. Liab. Litig.*, No. 5:17-cv-02185-BLF (N.D. Cal.) (class action lawsuit alleging that smartphones manufactured by Google and Huawei contain defects that cause the phones to “bootloop” and experience sudden battery drain; CSK&D has been

appointed interim co-lead class counsel;

- *Gordon v. Chipotle Mexican Grill, Inc.*, No. 1:17-cv-01415- CMA (D. Colo.) (class action relating to a data breach suffered by Chipotle that allegedly exposed consumers' payment card data to hackers, in which case CSK&D has been appointed interim co-lead counsel); and
- *Chambers v. Whirlpool Corp.*, No. 11-1773-0FMO (C.D. Cal.) (a national class action involving alleged defects resulting in fires in Whirlpool, Kenmore, and KitchenAid dishwashers. The district court approved a settlement which he negotiated that provides wide-ranging relief to owners of approximately 24 million implicated dishwashers, including a full recovery of out-of-pocket damages for costs to repair or replace dishwashers that suffered Overheating Events).

Practice Areas:

- Defective Products and Consumer Protection
- Securities Fraud Class Actions
- Other Complex Litigation

Education:

- University of Michigan Law School, J.D. cum laude, 2014
- The College of William & Mary, B.A. cum laude, 2011

Admissions:

- Pennsylvania
- New Jersey
- Western District of Pennsylvania
- Eastern District of Pennsylvania
- Middle District of Pennsylvania
- District of New Jersey
- Central District of Illinois
- Eastern District of Michigan

Honors:

- 2021 & 2022 Rising Star, Pennsylvania Super Lawyers

Alex M. Kashurba



Alex M. Kashurba is an associate in the Firm's Haverford office. He focuses his practice on complex litigation including securities, consumer protection, and data privacy class actions.

Alex received his law degree from the University of Michigan Law School. While in law school, he interned for the United States Attorney's Office for the Eastern District of Pennsylvania as well as the Office of General Counsel for the United States House of Representatives. Prior to joining

the Firm, Alex served as a law clerk in the United States District Court for the Western District of Pennsylvania, including for the Honorable Kim R. Gibson and the Honorable Nora Barry Fischer. Alex graduated from The College of William & Mary where he majored in Government.

Alex has assisted in prosecuting the following matters, among others:

- *In re Phillips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Liability Litigation* (MDL No. 3014) (W.D. Pa.) (MDL of more than 100 class action and personal injury cases consolidated in the Western District of Pennsylvania, arising out of Philips' recall of certain Continuous Positive Airway Pressure (CPAP), Bi-Level Positive Airway Pressure (Bi-Level PAP), and mechanical ventilator devices, due to the potential that its polyester-based polyurethane (PE-PUR) sound abatement foam may degrade into particles or off-gas volatile organic compounds that may then be ingested or inhaled by the user, causing injury);
- *Suarez v. Nissan North America*, No. 3:21-cv-00393 (M.D. Tenn.) (appointed lead class counsel in a consumer class action alleging defective headlamps in Nissan Altima vehicles, a settlement valued at over \$50 million that provided reimbursements, free repairs, and an extended warranty received final approval from the Court);
- *Udeen, et al. v. Subaru of America, Inc.*, No. 1:18-cv-17334-RBK-JS (D.N.J.) (final approval granted of a settlement valued at \$6.25 million in this consumer class action involving defective infotainment systems in certain Subaru automobiles);
- *In re: MacBook Keyboard Litig.*, No: 5:18-cv-02813-EJD (N.D. Cal.) (class action lawsuit alleging that Apple sold 2015 and later MacBook and 2016 and later MacBook Pro laptops with a known defect plaguing the butterfly keyboards, and allowing dust and other debris to disrupt keyboard use; CSK&D is appointed interim co-lead counsel);
- *In re Nexus 6P Prods. Liab. Litig.*, No. 5:17-cv-02185-BLF (N.D. Cal.) (final approval of a \$9.75 million settlement granted in this class action lawsuit which alleged that Google smartphones contained a defect that caused "bootlooping" and sudden battery drain; CSK&D served as co-lead class counsel);
- *Weeks, et al. v. Google LLC*, 5:18-cv-00801-NC (N.D. Cal.) (final

approval of a \$7.25 million settlement granted in this consumer class action alleging that Google sold first-generation Pixel smartphones with a known microphone defect; CSK&DS was appointed co-lead class counsel);

- *Gordon, et al. v. Chipotle Mexican Grill, Inc.*, No. 1:17-cv-01415-CMA (D. Colo.) (final approval granted in class action relating to a data breach that allegedly exposed consumers' payment card data to hackers; CSK&D served as co-lead class counsel).

Admissions:

- Pennsylvania
- Eastern District of Pennsylvania
- United States Court of Appeals for the Third Circuit

Education:

- Georgetown University Law Center, J.D., 2022
- University of Rochester, B.A., 2017

Mariah Heinzerling



Mariah Heinzerling is an associate attorney in the Firm’s Haverford office.

Mariah received her law degree from the Georgetown University Law Center in 2022. While in law school, Mariah served as the submissions editor and a staff editor for the Georgetown Environmental Law Review. She also worked as a student clinician for the Georgetown Environmental Law and Justice Clinic. While in law school, she interned for the New York State Attorney General as well as a regional environmental nonprofit. Mariah graduated from the

University of Rochester where she majored in Physics and Astronomy.

Education:

- University of Pennsylvania Carey Law School, LL.M., 2018
- Pontificia Universidade Catolica, Sao Paulo, Brazil, Specialization in Contract Law, 2011
- Universidade Presbiteriana Mackenzie, Brazil, JD equivalent, 2009

Admissions:

- Pennsylvania, 2019
- Brazil, Sao Paulo, 2010

Juliana Del Pesco



Juliana Del Pesco is an associate attorney in the Firm’s Delaware office. She focuses her practice on corporate and fiduciary duty litigation.

Juliana received her LL.M. degree from the University of Pennsylvania Carey Law School in 2018. While in law school, Juliana served as an interpreter at the Transnational Legal Clinic. She also has a JD equivalent from the Universidade Presbiteriana Mackenzie, Brazil, in 2009. Prior to joining the firm Juliana worked at one of Brazil’s most prestigious firms, where she represented

clients in complex litigation cases and cases involving contract disputes, class action lawsuits, consumer law, product liability, and environmental law. She also provided legal opinions addressing the applicability of Brazilian law to foreign clients.

Marissa N. Pembroke



Marissa is an associate attorney in the firm's Haverford Office. She focuses her practice on representing consumers in class actions for claims involving false advertising, consumer fraud, and defective products.

Marissa received her law degree from Rutgers University School of Law – Camden. During law school, Marissa was a mediator and helped settle disputes between landlords and tenants in Camden County. She was also an advocate for domestic abuse victims and helped victims obtain restraining orders. Marissa clerked for a

small law firm in South Jersey where she advised municipalities on various zoning and employment matters. She also clerked for a boutique firm in Philadelphia that specializes in business litigation. During her last year at law school, Marissa was an editor for the *Journal of Law and Religion*. Her article was selected for publication in 2021. She received her undergraduate degree from Jefferson University in 2016.

Marissa has assisted in prosecuting the following matters, among others:

- *In re Phillips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Liability Litigation* (MDL No. 3014) (W.D. Pa.) (MDL of more than 100 class action and personal injury cases consolidated in the Western District of Pennsylvania, arising out of Philips' recall of certain Continuous Positive Airway Pressure (CPAP), Bi-Level Positive Airway Pressure (Bi-Level PAP), and mechanical ventilator devices, due to the potential that its polyester-based polyurethane (PE-PUR) sound abatement foam may degrade into particles of off-gas volatile organic compounds that may then be ingested or inhaled by the user, causing injury).

As a Philadelphia native, Marissa enjoys exploring the Philadelphia area's food scene and attending sporting events. She also spends her spare time exercising and traveling..

Practice Areas

Health & Welfare Fund Assets

CSK&D Protects Clients' Health & Welfare Fund Assets Through Monitoring Services & Vigorously Pursuing Health & Welfare Litigation.

At no cost to the client, CSK&D seeks to protect its clients' health & welfare fund assets against fraud and other wrongdoing by monitoring the health & welfare fund's drug purchases, Pharmacy benefit Managers and other health service providers. In addition, CSK&D investigates potential claims and, on a fully-contingent basis, pursues legal action for the client on meritorious claims involving the clients' health & welfare funds. These claims could include: the recovery of excessive charges due to misconduct by health service providers; antitrust claims to recover excessive prescription drug charges and other costs due to corporate collusion and misconduct; and, cost-recovery claims where welfare funds have paid for health care treatment resulting from defective or dangerous drugs or medical devices.

Monitoring Financial Investments

CSK&D Protects Clients' Financial Investments Through Securities Fraud Monitoring Services.

Backed by extensive experience, knowledge of the law and successes in this field, CSK&D utilizes various information systems and resources (including forensic accountants, financial analysts, seasoned investigators, as well as technology and data collection specialists, who can cut to the core of complex financial and commercial documents and transactions) to provide our institutional clients with a means to actively protect the assets in their equity portfolios. As part of this no-cost service, for each equity portfolio, CSK&D monitors relevant financial and market data, pricing, trading, news and the portfolio's losses. CSK&D investigates and evaluates potential securities fraud claims and, after full consultation with the client and at the client's direction, CSK&D will, on a fully-contingent basis, pursue legal action for the client on meritorious securities fraud claims.

Corporate Transactional

CSK&D Protects Shareholders' Interest by Holding Directors Accountable for Breaches of Fiduciary Duties

Directors and officers of corporations are obligated by law to exercise good faith, loyalty, due care and complete candor in managing the business of the corporation. Their duty of loyalty to the corporation and its shareholders requires that they act in the best interests of the corporation at all times. Directors who breach any of these "fiduciary" duties are accountable to the stockholders and to the corporation itself for the harm caused by the breach. A substantial part of the practice of Chimicles Schwartz Kriner & Donaldson-Smith LLP involves representing shareholders in bringing suits for breach of fiduciary duty by corporate directors.

Practice Areas

Securities Fraud

CSK&D Protects and Recovers Clients' Assets Through the Vigorous Pursuit of Securities Fraud Litigation.

CSK&D has been responsible for recovering over \$1 billion for institutional and individual investors who have been victims of securities fraud. The prosecution of securities fraud often involves allegations that a publicly traded corporation and its affiliates and/or agents disseminated materially false and misleading statements to investors about the company's financial condition, thereby artificially inflating the price of that stock. Often, once the truth is revealed, those who invested at a time when the company's stock was artificially inflated incur a significant drop in the value of their stock. CSK&D's securities practice group comprises seasoned attorneys with extensive trial experience who have successfully litigated cases against some of the nation's largest corporations. This group is strengthened by its use of forensic accountants, financial analysts, and seasoned investigators.

Antitrust and Unfair Competition

CSK&D Enforces Clients' Rights Against Those Who Violated Antitrust Laws.

CSK&D successfully prosecutes an array of anticompetitive conduct, including price fixing, tying agreements, illegal boycotts and monopolization, anticompetitive reverse payment accords, and other conduct that improperly delays the market entry of less expensive generic drugs. As counsel in major litigation over anticompetitive conduct by the makers of brand-name prescription drugs, CSK&D has helped clients recover significant amounts of price overcharges for blockbuster drugs such as BuSpar, Coumadin, Cardizem, Flonase, Relafen, and Paxil, Toprol-XL, and TriCor.

Real Estate Investment Trusts

CSK&D is a Trail Blazer in Protecting Clients' Investments in Non-Listed Equities.

CSK&D represents limited partners and purchaser of stock in limited partnerships and real estate investment trusts (non-listed REITs) which are publicly-registered but not traded on a national stock exchange. These entities operate outside the realm of a public market that responds to market conditions and analysts' scrutiny, so the investors must rely entirely on the accuracy and completeness of the financial and other disclosures provided by the company about its business, its finances, and the value of its securities. CSK&D prosecutes: (a) securities law violations in the sale of the units or stock; (b) abusive management practices including self-dealing transactions and the payment of excessive fees; (c) unfair transactions involving sales of the entities' assets; and (d) buy-outs of the investors' interests.

Practice Areas

Shareholder Derivative Action

CSK&D is a Leading Advocate for Prosecuting and Protecting Shareholder Rights through Derivative Lawsuits and Class Actions.

CSK&D is at the forefront of persuading courts to recognize that actions taken by directors (or other fiduciaries) of corporations or associations must be in the best interests of the shareholders. Such persons have duties to the investors (and the corporation) to act in good faith and with loyalty, due care and complete candor. Where there is an indication that a director's actions are influenced by self-interest or considerations other than what is best for the shareholders, the director lacks the independence required of a fiduciary and, as a consequence, that director's decisions cannot be honored. A landmark decision by the Supreme Court of Delaware underscored the sanctity of this principal and represented a major victory for CSK&D's clients.

Corporate Mismanagement

CSK&D is a Principal Advocate for Sound Corporate Governance and Accountability.

CSK&D supports the critical role its investor clients serve as shareholders of publicly held companies. Settlements do not provide exclusively monetary benefits to our clients. In certain instances, they may include long term reforms by a corporate entity for the purpose of advancing the interests of the shareholders and protecting them from future wrongdoing by corporate officers and directors. On behalf of our clients, we take corporate directors' obligations seriously. It's a matter of justice. That's why CSK&D strives not to only obtain maximum financial recoveries, but also to effect fundamental changes in the way companies operate so that wrongdoing will not reoccur.

Defective Products and Consumer Protection

CSK&D Protects Consumers from Defective Products and Deceptive Conduct.

CSK&D frequently represents consumers who have been injured by false advertising, or by the sale of defective goods or services. The firm has achieved significant recoveries for its clients in such cases, particularly in those involving defectively designed automobiles and other consumer products. CSK&D has also successfully prosecuted actions against banks and other large institutions for engaging in allegedly deceptive conduct.

Practice Areas

Data Breaches

CSK&D Protects Consumers Affected by Data Breaches

CSK&D has significant experience in prosecuting class action lawsuits on behalf of consumers who have been victimized by massive payment card data breaches. Large-scale payment data breaches have been on the rise over the past couple years. These breaches occur when cybercriminals gain unauthorized access to a company's payment systems or computer servers. When they occur, consumers are forced to take significant precautionary measures such as cancelling other cards and accounts, obtaining replacement cards (often for a fee), purchasing credit monitoring and identity theft, and spending large amounts of time reviewing accounts and statements for incidences of fraud. Two recent examples of settlements that CSK&D has resolved are: *Crystal Bray v. GameStop Corp.*, No. 1:17-cv-01365 (D. Del.) and *Gordon, et al. v. Chipotle Mexican Grille, Inc.*, No. 1:17-cv-01415-CMA-SKC (D. Colo.).

Representative Cases

Securities Cases Involving Real Estate Investments

CNL Hotels & Resorts Inc. Securities Litigation, Case No. 6:04-CV-1231, United States District Court, Middle District of Florida.

CSK&D was Lead Litigation Counsel in CNL Hotels & Resorts Inc. Securities Litigation, representing a Michigan Retirement System, other named plaintiffs and over 100,000 investors in this federal securities law class action that was filed in August 2004 against the nation's second largest hotel real estate investment trust, CNL Hotels & Resorts, Inc. (f/k/a CNL Hospitality Properties, Inc.) ("CNL Hotels") and certain of its affiliates, officers and directors. CNL raised over \$3 billion from investors pursuant to what Plaintiffs alleged to be false and misleading offering materials. In addition, in June 2004 CNL proposed an affiliated-transaction that was set to cost the investors and the Company over \$300 million ("Merger").

The Action was filed on behalf of: (a) CNL Hotels shareholders entitled to vote on the proposals presented in CNL Hotels' proxy statement dated June 21, 2004 ("Proxy Class"); and (b) CNL Hotels' shareholders who acquired CNL Hotels shares pursuant to or by means of CNL Hotels' public offerings, registration statements and/or prospectuses between August 16, 2001 and August 16, 2004 ("Purchaser Class").

The Proxy Class claims were settled by (a) CNL Hotels having entered into an Amended Merger Agreement which significantly reduced the amount that CNL Hotels paid to acquire its Advisor, CNL Hospitality Corp., compared to the Original Merger Agreement approved by CNL Hotels' stockholders pursuant to the June 2004 Proxy; (b) CNL Hotels having entered into certain Advisor Fee Reduction Agreements, which significantly reduced certain historic, current, and future advisory fees that CNL Hotels paid its Advisor before the Merger; and (c) the adoption of certain corporate governance provisions by CNL Hotels' Board of Directors. **In approving the Settlement, the Court concluded that in settling the Proxy claims, "a substantial benefit [was] achieved (estimated at approximately \$225,000,000)" and "this lawsuit was clearly instrumental in achieving that result."** The Purchaser Class claims were settled by Settling Defendants' payment of **\$35,000,000**, payable in three annual installments (January 2007 to January 2009).

On August 1, 2006, the Federal District Court in Orlando, Florida granted final approval of the Settlement as fair, reasonable, and adequate, and in rendering its approval of an award of attorneys' fees and costs to Plaintiffs' Counsel, the Court noted that "Plaintiffs' counsel pursued this complex case diligently, competently and professionally" and "achieved a successful result." More than 100,000 class members received notice of the proposed settlement and no substantive objection to the settlement, plan of allocation or fee petition was voiced by any class member.

Representative Cases

Securities Cases Involving Real Estate Investments

In re Real Estate Associates Limited Partnership Litigation, Case No. CV 98-7035, United States District Court, Central District of California.

Chimicles Schwartz Kriner & Donaldson-Smith LLP achieved national recognition for obtaining, in a federal securities fraud action, the first successful plaintiffs' verdict under the PSLRA. Senior partner Nicholas E. Chimicles was Lead Trial Counsel in the six-week jury trial in federal court in Los Angeles, in October 2002. The jury verdict, in the amount of \$185 million (half in compensatory damages; half in punitive damages), was ranked among the top 10 verdicts in the nation for 2002. After the court reduced the punitive damage award because it exceeded California statutory limits, the case settled for \$83 million, representing full recovery for the losses of the class. At the final hearing, held in November 2003, the Court praised Counsel for achieving both a verdict and a settlement that "qualif[ied] as an exceptional result" in what the Judge regarded as "a very difficult case..." In addition, the Judge noted the case's "novelty and complexity...and the positive reaction of the class. Certainly, there have been no objections, and I think Plaintiffs' counsel has served the class very well."

Case Summary: In August of 1998, over 17,000 investors ("Investor Class") in 8 public Real Estate Associates Limited Partnerships ("REAL Partnerships") were solicited by their corporate managing general partner, defendant National Partnership Investments Corp. ("NAPICO"), and other Defendants via Consent Solicitations filed with the Securities and Exchange Commission ("SEC"), to vote in favor of the sale of the REAL Partnerships' interests in 98 limited partnerships ("Local Partnerships"). In a self-dealing and interested transaction, the Investor Class was asked to consent to the sale of these interests to NAPICO's affiliates ("REIT Transaction"). In short, Plaintiffs alleged that defendants structured and carried out this wrongful and self-dealing transaction based on false and misleading statements, and omissions in the Consent Solicitations, resulting in the Investor Class receiving grossly inadequate consideration for the sale of these interests. Plaintiffs' expert valued these interests to be worth a minimum of \$86,523,500 (which does not include additional consideration owed to the Investor Class), for which the Investor Class was paid only \$20,023,859.

Plaintiffs and the Certified Class asserted claims under Section 14 of the Securities Exchange Act of 1934 ("the Exchange Act"), alleging that the defendants caused the Consent Solicitations to contain false or misleading statements of material fact and omissions of material fact that made the statements false or misleading. In addition, Plaintiffs asserted that Defendants breached their fiduciary duties by using their positions of trust and authority for personal gain at the expense of the Limited Partners. Moreover, Plaintiffs sought equitable relief for the Limited Partners including, among other things, an injunction under Section 14 of the Exchange Act for violation of the "anti-bundling rules" of the SEC, a declaratory judgment decreeing that defendants were not entitled to indemnification from the REAL Partnerships.

Trial: This landmark case is the *first* Section 14 – proxy law- securities class action seeking damages, a significant monetary recovery, for investors that has been tried, and ultimately won, before a jury anywhere in the United States since the enactment of the Private Securities Litigation Reform Act of 1995 ("PSLRA"). Trial began on October 8, 2002 before a federal court jury in Los Angeles. The jury heard testimony from over 25 witnesses, and trial counsel moved into evidence approximately 4,810 exhibits; out of those 4,810 exhibits, witnesses were questioned about, or referred to, approximately 180 exhibits.

Representative Cases

Securities Cases Involving Real Estate Investments

On November 15, 2002, the ten-member jury, after more than four weeks of trial and six days of deliberation, unanimously found that Defendants knowingly violated the federal proxy laws and that NAPICO breached its fiduciary duties, and that such breach was committed with oppression, fraud and malice. The jury's unanimous verdict held defendants liable for compensatory damages of \$92.5 million in favor of the Investor Class. On November 19, 2002, a second phase of the trial was held to determine the amount of punitive damages to be assessed against NAPICO. The jury returned a verdict of \$92.5 million in punitive damages. In total, trial counsel secured a unanimous jury verdict of \$185 million on behalf of the Investor Class.

With this victory, Mr. Chimicles and the trial team secured the 10th largest verdict of 2002. (See, National Law Journal, "The Largest Verdicts of 2002", February 2, 2003; National Law Journal, "Jury Room Rage", Feb. 3, 2002). Subsequent to post-trial briefing and rulings, in which the court reduced the punitive damage award because it exceeded California statutory limits, the case settled for \$83 million. The settlement represented full recovery for the losses of the class.

Prosecuting and trying this Case required dedication, tenacity, and skill: This case involved an extremely complex transaction. As Lead Trial Counsel, CSK&D was faced with having to comprehensively and in an understandable way present complex law, facts, evidence and testimony to the jury, without having them become lost (and thus, indifferent and inattentive) in a myriad of complex terms, concepts, facts and law. The trial evidence in this case originated almost exclusively from the documents and testimony of Defendants and their agents. As Lead Trial Counsel, CSK&D was able, through strategic cross-examination of expert witnesses, to effectively stonewall defendants' damage analysis. In addition, CSK&D conducted thoughtful and strategic examination of defendants' witnesses, using defendants' own documents to belie their testimony.

The significance of the case: The significance of this trial and the result are magnified by the public justice served via this trial and the novelty of issues tried. This case involved a paradigm of corporate greed, and CSK&D sent a message to not only the Defendants in this Action, but to all corporate fiduciaries, officers, directors and partners, that it does not pay to steal, lie and cheat. There needs to be effective deterrents, so that "corporate greed" does not pay. The diligent and unrelenting prosecution and trial of this case by CSK&D sent that message.

Moreover, the issues involved were novel and invoked the application of developing case law that is not always uniformly applied by the federal circuit courts. In Count I, Plaintiffs alleged that defendants violated § 14 of the Exchange Act. Subsequent to the enactment of the PLSRA, the primary relief sought and accorded for violations of the proxy laws is a preliminary injunction. Here, the consummation of the REIT Transaction foreclosed that form of relief. Instead, Plaintiffs' Counsel sought significant monetary damages for the Investor Class on account of defendants' violations of the federal proxy laws. CSK&D prevailed in overcoming defendants' characterization of the measure of damages that the Investor Class was required to prove (defendants argued for a measure of damages equivalent to the difference in the value of the security prior to and subsequent to the dissemination of the Consent Solicitations), and instead, successfully recouped damages for the value of the interests and assets given up by the Investor Class. The case is important in the area of enforcement of fiduciary duties in public partnerships which are a fertile ground for unscrupulous general partners to cheat the public investors.

Representative Cases

Securities Cases Involving Real Estate Investments

Aetna Real Estate Associates LP

Nicholas Chimicles and Pamela Tikellis represented a Class of unitholders who sought dissolution of the partnership because the management fees paid to the general partners were excessive and depleted the value of the partnership. The Settlement, valued in excess of \$20 million, included the sale of partnership property to compensate the class members, a reduction of the management fees, and a special cash distribution to the class.

City of St. Clair Shores General Employees Retirement System, et al. v. Inland Western Retail Real Estate Trust, Inc., Case No. 07 C 6174, United States District Court, Northern District of Illinois .

CSK&D was principal litigation counsel for the plaintiff class of stockholders that challenged the accuracy of a proxy statement that was used to secure stockholder approval of a merger between an external advisor and property managers and the largest retail real estate trust in the country. In 2010, in a settlement negotiation lead by the Firm, we succeeded in having \$90 million of a stock, or 25% of the merger consideration, paid back to the REIT.

Wells and Piedmont Real Estate Investment Trust, Inc., Securities Litigation, Case Nos. 1:07-cv-00862, 02660, United States District Court, Northern District of Georgia.

CSK&D served as co-lead counsel in this federal securities class action on behalf of Wells REIT/Piedmont shareholders. Filed in 2007, this lawsuit charged Wells REIT, certain of its directors and officers, and their affiliates, with violations of the federal securities laws for their conducting an improper, self-dealing transaction and recommending that shareholders reject a mid-2007 tender offer made for the shareholders' stock. On the verge of trial, the Cases settled for \$7.5 million and the Settlement was approved in 2013.

In re Cole Credit Property Trust III, Inc. Derivative and Class Litigation, Case No. 24-C-13-001563, Circuit Court for Baltimore City.

In this Action filed in 2013, CSK&D, as chair of the executive committee of interim class counsel, represents Cole Credit Property Trust III ("CCPT III") investors, who were, without their consent, required to give Christopher Cole (CCPT III's founder and president) hundreds of millions of dollars' worth of consideration for a business that plaintiffs allege was worth far less. The Action also alleges that, in breach of their fiduciary obligations to CCPT III investors, CCPT III's Board of Directors pressed forward with this wrongful self-dealing transaction rebuffing an offer from a third party that proposed to acquire the investors' shares in a \$9 billion dollar deal. Defendants have moved to dismiss the complaint, and plaintiffs have filed papers vigorously opposing the motion.

Representative Cases

Securities Cases Involving Real Estate Investments

Roth v. The Phoenix Companies, Inc. and U.S. Bank National Association, in its capacity as Indenture Trustee, Index No. 650634/2016 (N.Y. Sup. Ct.).

CSK&D served as lead counsel in this action on behalf of bondholders in connection with a 2015 going-private merger. In early 2016, Phoenix sought Bondholder's consent to amend the Company's Indenture to severely limit Bondholder's access to financial information and to allow the Trustee to waive certain of its oversight responsibilities. CSK&D promptly filed a complaint seeking injunctive relief, and within seven days, CSK&D secured material benefits for Bondholders, including, most significantly, ongoing access to material financial and corporate information which increased the value of the Bonds by \$17.5 million and secured ongoing liquidity for the Bonds. In approving the settlement, the Court stated that "I think the plaintiffs were successful in getting everything they could have gotten I think it's a great settlement."

Gamburg, et al., v. Hines Real Estate Investment Trust, Inc., et al, Case No. 24C16004496 (Cir. Ct. Baltimore City, MD).

CSK&D served as co-lead counsel in this direct and derivative action filed in 2016 on behalf of Hines REIT and its stockholders which challenges various self-dealing conduct by the managers and directors of Hines REIT. The action alleged, among other things, that \$15 million in fees were paid to affiliates in violation of contractual and fiduciary duties. Defendants moved to dismiss the action, and the Court held a hearing in December 2015. In an expedited partial ruling on an issue of first impression, the Court held that plaintiffs were entitled to proceed with their derivative claims even subsequent to the then-impending liquidation – a crucial initial decision in favor of the stockholders that preserved rights that could have otherwise been extinguished upon the liquidation. While the Court's ruling on the remaining issues raised in Defendants' motion was pending, the parties reached a settlement in January 2018. On June 6, 2018 the court granted final approval of the Settlement which provides for the cash payment of \$3.25 million, which represents a recovery of over 20% of the fees paid to affiliates.

In re Empire State Realty Trust, Inc. Investor Litigation, Case 650607/2012, New York Supreme Court.

In this action filed in 2012, CSK&D represents investors who own the Empire State Building, as well as several other Manhattan properties, whose interests and assets are proposed to be consolidated into a new entity called Empire State Realty Trust Inc. The investors filed an action against the transaction's chief proponents, members of the Malkin family, certain Malkin-controlled companies, and the estate of Leona Helmsley, claiming breaches of fiduciary for, among other things, such proponents being disproportionately favored in the transaction. A Settlement of the Litigation has been reached and was approved in full by the Court. The Settlement consists of: a cash settlement fund of \$55 million, modifications to the transaction that result in an over \$100 million tax deferral benefit to the investors, and defendants will provide additional material information to investors about the transaction.

Representative Cases

Securities Cases Involving Real Estate Investments

***Delaware County Employees Retirement Fund v. Barry M. Portnoy, et al.*, Case No. 1:13-cv-10405, United States District Court, District Court of Massachusetts.**

CSK&D is lead counsel in an action pending in federal court in Boston filed on behalf of Massachusetts-based Commonwealth REIT (“CWH”) and its shareholders against CWH’s co-founder Barry Portnoy and his son Adam Portnoy (“Portnoys”), and their wholly-owned entity Reit Management & Research, LLC (“RMR”), and certain other former and current officers and trustees of CWH (collectively, “Defendants”). The Action alleges a long history of management abuse, self-dealing, and waste by Defendants, which conduct constitutes violations of the federal securities laws and fiduciary duties owed by Defendants to CWH and its shareholders. Plaintiff seeks damages and to enjoin Defendants from any further self-dealing and mismanagement. The Defendants sought to compel the Plaintiff to arbitrate the claims, and Plaintiff has vigorously opposed such efforts on several grounds including that CWH and its shareholders did not consent to arbitration and the arbitration clause is facially oppressive and illegal. The parties are awaiting the Court’s ruling on that matter.

Representative Cases

Securities Cases (Non-Real Estate)

Westmoreland County v. Inventure Foods, Case No. CV2016-002718 (Super. Ct. Ariz.)

In this securities shareholder class action, CSK&D served as Lead Counsel against Inventure Foods, and certain of its officers and underwriters, arising out of the company's secondary stock offering held in September 2014. As portfolio monitoring counsel for Westmoreland, CSK&D first identified that the company's stock price had suffered a precipitous decline, rather soon after the offering, due to troubles at the Company's manufacturing facility, including a major food recall. Before filing a complaint, CSK&D investigated the potential causes of the problems – including securing documents from the FDA and GA Department of Agriculture, talking to former employees and engaging a listeria expert. Subsequent to the investigation, CSK&D filed the first complaint alleging that the Defendants violated the Securities Act of 1933 by issuing a false and misleading Registration Statement and Prospectus in connection with the stock offering. In a pair of rulings entered on February 24, 2017, and August 4, 2017, the Court rejected defendants' motions to dismiss the action. The parties proceeded with Mediation and reached a proposed Settlement which was preliminarily approved by the court on June 6, 2018. On November 2, 2018 the court granted final approval of the settlement which recovers over 35% of damages for investors (which percentage even assumes all offering shares were damaged).

Orrstown Financial Services, Inc., et al, Securities Litigation, Case No. 12-cv-00793 United States District Court, Middle District of Pennsylvania.

In this federal securities fraud class action filed in 2012, CSK&D serves as Lead Counsel on behalf of Lead Plaintiff Southeastern Pennsylvania Transportation Authority (SEPTA). The action alleges that Orrstown bank, its holding company, and certain of its officers, violated the Securities Exchange Act by misleading investors concerning material information about Orrstown's loan portfolio, underwriting practices, and internal controls. CSK&D investigated the cause of the decline which included reviewing Orrstown's filings with the SEC, making FOIA requests on the Federal Reserve Bank of Philadelphia and the PA Department of Banking, and interviewing former employees of Orrstown. The Court denied in large part Defendants' motions to dismiss, and the parties are currently engaged in discovery. This case demonstrates CSK&D's ability to identify potential claims, fully investigate them, bring litigation on behalf of a pension fund, secure appointment of lead plaintiff for its client and then vigorously prosecute the case.

ML-Lee Litigation, ML Lee Acquisition Fund L.P. and ML-Lee Acquisition Fund II L.P. and ML-Lee Acquisition Fund (Retirement Accounts), (C.A. Nos. 92-60, 93-494, 94-422, and 95-724), United States District Court, District of Delaware.

CSK&D represented three classes of investors who purchased units in two investment companies, ML-Lee Funds (that were jointly created by Merrill Lynch and Thomas H. Lee). The suits alleged breaches of the federal securities laws, based on the omission of material information and the inclusion of material misrepresentations in the written materials provided to the investors, as well as breaches of fiduciary duty and common law by the general partners in regard to conduct that benefited them at the expense of the limited partners. The complaint included claims under the often-ignored Investment Company Act of 1940, and the case witnessed numerous opinions that are considered seminal under the ICA. The six-year litigation resulted in **\$32 million** in cash and other benefits to the investors.

Representative Cases

Securities Cases (Non-Real Estate)

In re Colonial BancGroup, Inc. Securities Litigation, Case No. 09-CV-00104, United States District Court, Middle District of Alabama.

CSK&D is actively involved in prosecuting this securities class action arising out of the 2009 failure of Colonial Bank, in which Norfolk County Retirement System, State-Boston Retirement System, City of Brockton Retirement System, and Arkansas Teacher Retirement System are the Court-appointed lead plaintiffs. The failure of Colonial Bank was well-publicized and ultimately resulted in several criminal trials and convictions of Colonial officers and third parties involved in a massive fraud in Colonial's mortgage warehouse lending division. The pending securities lawsuit includes allegations arising out of the mortgage warehouse lending division fraud, as well as allegations that Colonial misled investors concerning its operations in connection with two public offerings of shares and bonds in early 2008, shortly before the Bank's collapse. In April 2012, the Court approved a \$10.5 million settlement of Plaintiffs' claims against certain of Colonial's directors and officers. Plaintiffs' claims against Colonial's auditor, PwC, and the underwriters of the 2008 offerings are ongoing.

Continental Illinois Corporation Securities Litigation, Civil Action No. 82 C 4712, United States District Court, Northern District of Illinois.

Nicholas Chimicles served as lead counsel for the shareholder class in this action alleging federal securities fraud. Filed in the federal district court in Chicago, the case arose from the 1982 oil and gas loan debacle that ultimately resulted in the Bank being taken over by the FDIC. The case involved a twenty-week jury trial conducted by Mr. Chimicles in 1987. Ultimately, the Class recovered nearly \$40 million.

PaineWebber Limited Partnerships Litigation, 94 Civ. 8547, United States District Court, Southern District of New York .

The Firm was chair of the plaintiffs' executive committee in a case brought on behalf of tens of thousands of investors in approximately 65 limited partnerships that were organized or sponsored by PaineWebber. In a landmark settlement, investors were able to recover \$200 million in cash and additional economic benefits following the prosecution of securities law and RICO (Racketeer Influenced and Corrupt Organizations Act) claims.

Representative Cases

Delaware and Other Merger and Acquisition Suits

In re: Starz Shareholder Litigation, Cons. C.A. No. 12584-VCG (Del. Ct. Ch.)

In this stockholder class action, CSK&D served as co-lead counsel in this stockholder class action lawsuit against Starz, its controlling stockholder, John C. Malone (“Malone”), and certain of its officers and directors, arising out of the acquisition of Starz by Lions Gate Entertainment Corp. (“Lions Gate”) (the “Merger”). Pursuant to the Merger, Malone who is also a director of Lions Gate, was to receive superior consideration, including voting rights in Lions Gate, while the remaining Starz stockholders would receive less valuable consideration and lose their voting rights. The Action alleges that the process undertaken by the Starz’s board of directors in connection with the Merger was orchestrated by Malone and tainted by multiple conflicts. The Complaint also alleges that the consideration proposed is unfair and represents an effort by Malone to enlarge his already-massive media empire and to ensure his control position, to the detriment of Starz’s minority stockholders. On August 16, 2016, the Court appointed Norfolk County as Co-Lead Plaintiff and CSK&D, specifically Robert Kriner, as Co-Lead Counsel. After a 2-day mediation session in August 2018, the parties have reached a proposed settlement of a \$92.5 million payment to former shareholder of Starz. The Settlement Agreement and supporting papers were filed with the court on October 9, 2018, and the court has scheduled the settlement hearing for December 10, 2018.

In re Sanchez Energy Derivative Litigation, C.A. No. 9132-VCG (Del. Ch.)

In this derivative action, CSK&D served as co-lead counsel for plaintiffs in this derivative action which challenged the acquisition by Sanchez Energy Corporation of assets in the Tuscaloosa Marine Shale from Sanchez Resources LLC, an affiliate of Sanchez Energy’s CEO, Tony Sanchez, III, and Executive Chairman Tony Sanchez, Jr. The case alleged wrongful self-dealing in the acquisition in which Sanchez Energy paid the affiliate acreage prices which far exceeded prices paid in comparable transactions. On November 6, 2017, the Delaware Court of Chancery approved a Settlement valued at more than \$30 million. In approving the Settlement, the Court characterized it as a very good result in CSK&D having obtained a substantial portion of the home-run damages available at trial.

In re Freepport-McMoran Sulphur, Inc. Shareholder Litigation, C.A. No. 16729, Delaware Court of Chancery.

In this shareholder class action, CSK&D served as Lead Plaintiffs’ Counsel representing investors in a stock-for-stock merger of two widely held public companies, seeking to remedy the inadequate consideration the stockholders of Sulphur received as part of the merger. In June 2005, the Court of Chancery denied defendants’ motions for summary judgment, allowing Plaintiffs to try each and every breach of fiduciary duty claim asserted in the Action. In denying defendants’ motions for summary judgment the Court held there were material issues of fact regarding certain board member’s control over the Board including the Special Committee members and the fairness of the process employed by the Special Committee implicating the duty of entire fairness and raising issues regarding the validity of the Board action authorizing the merger. The decision has broken new ground in the field of corporate litigation in Delaware. Before the trial commenced, Plaintiffs and Defendants agreed in principle to settle the case. The settlement, which was approved in April 2006, provides for a cash fund of \$17,500,000.

Representative Cases

Delaware and Other Merger and Acquisition Suits

In re Genentech, Inc. Shareholders Litigation, C.A. No. 3911-VCS, Delaware Court of Chancery.

In this shareholder class action, CSK&D served as Co-Lead Counsel representing minority stockholders of Genentech, Inc. in an action challenging actions taken by Roche Holdings, Inc. (“Roche”) to acquire the remaining approximately 44% of the outstanding common stock of Genentech, Inc. (“Genentech”) that Roche did not already own. In particular, Plaintiffs challenged that Roche’s conduct toward the minority was unfair and violated pre-existing governance agreements between Roche and Genentech. During the course of the litigation, Roche increased its offer from \$86.50 per share to \$95 per share, a \$4 billion increase in value for Genentech’s minority shareholders. That increase and other protections for the minority provided the bases for the settlement of the action, which was approved by the Court of chancery on July 9, 2009.

In re Kinder Morgan Shareholder Litigation, C.A. No. 06-c-801, District Court of Shawnee County, Kansas

In this shareholder class action, CSK&D served as Co-Lead Counsel representing former stockholders of Kinder Morgan, Inc. (KMI) in an action challenging the acquisition of Kinder Morgan by a buyout group lead by KMI’s largest stockholder and Chairman, Richard Kinder. Plaintiffs alleged that Mr. Kinder and a buyout group of investment banks and private equity firms leveraged Mr. Kinder’s knowledge and control of KMI to acquire KMI for less than fair value. As a result of the litigation, Defendants agreed to pay \$200 million into a settlement fund, believed to be the largest of its kind in any buyout-related litigation. The district Court of Shawnee County, Kansas approved the settlement on November 19, 2010.

In re Chiron Shareholder Deal Litigation, Case No. RG05-230567 (Cal. Super.) & In re Chiron Corporation Shareholder Litigation, C.A. No. 1602-N, Delaware Court of Chancery

CSK&D represents stockholders of Chiron Corporation in an action which challenged the proposed acquisition of Chiron Corporation by its 42% stockholder, Novartis AG. Novartis announced a \$40 per share merger proposal on September 1, 2005, which was rejected by Chiron on September 5, 2005. On October 31, Chiron announced an agreement to merge with Novartis at a price of \$45 per share. CSK&D was co-lead counsel in the consolidated action brought in the Delaware Court of Chancery. Other similar actions were brought by other Chiron shareholders in the Superior Court of California, Alameda County. The claims in the Delaware and California actions were prosecuted jointly in the Superior Court of California. CSK&D, together with the other counsel for the stockholders, obtained an order from the California Court granting expedited proceedings in connection with a motion preliminary to enjoin the proposed merger. Following extensive expedited discovery in March and April, 2006, and briefing on the stockholders’ motion for injunctive relief, and just days prior to the scheduled hearing on the motion for injunctive relief, CSK&D, together with Co-lead counsel in the California actions, negotiated an agreement to settle the claims which included, among other things, a further increase in the merger price to \$48 per share, or an additional \$330 million for the public stockholders of Chiron. On July 25, 2006, the Superior Court of California, Alameda County, granted final approval to the settlement of the litigation.

Representative Cases

Delaware and Other Merger and Acquisition Suits

Gelfman v. Weeden Investors, L.P., Civ. Action No. 18519-NC, Delaware Court of Chancery

Chimicles Schwartz Kriner & Donaldson-Smith LLP served as class counsel, along with other plaintiffs' firms, in this action against the Weeden Partnership, its General Partner and various individual defendants filed in the Court of Chancery in the State of Delaware. In this Class Action, Plaintiffs alleged that Defendants breached their fiduciary duties to the investors and breached the Partnership Agreement. The Delaware Chancery Court conducted a trial in this action which was concluded in December 2003. Following the trial, the Chancery Court received extensive briefing from the parties and heard oral argument. On June 14, 2004, the Chancery Court issued a memorandum opinion, which was subsequently modified, finding that the Defendants breached their fiduciary duties and the terms of the Partnership Agreement, with respect to the investors, and that Defendants acted in bad faith ("Opinion"). This Opinion from the Chancery Court directed an award of damages to the classes of investors, in addition to other relief. In July 2004, Class Counsel determined that it was in the best interests of the investors to settle the Action for over 90% of the value of the monetary award under the Opinion (over \$8 million).

I.G. Holdings Inc., et al. v. Hallwood Realty, LLC, et al., C.A. No. 20283, Delaware Court of Chancery.

In the Delaware Court of Chancery, C& T represented the public unitholders of Hallwood Realty L.P. The action challenged the general partner's refusal to redeem the Partnership's rights plan or to sell the Partnership to maximize value for the public unitholders. Prior to the filing of the action, the Partnership paid no distributions and Units of the Partnership normally traded in the range of \$65 to \$85 per unit. The prosecution of the action by CSK&D caused the sale of the Partnership, ultimately yielding approximately \$137 per Unit for the unitholders plus payment of the attorneys' fees of the Class.

Representative Cases

Delaware and Other Merger and Acquisition Suits

Southeastern Pennsylvania Transportation Authority v. Josey, et. al., C.A. No. 5427, Delaware Court of Chancery.

Chimicles Schwartz Kriner & Donaldson-Smith served as class counsel in this action challenging the acquisition of Mariner Energy, Inc. by Apache Corporation. Following expedited discovery, CSK&D negotiated a settlement which led to the unprecedented complete elimination of the termination fee from the merger agreement and supplemental disclosures regarding the merger. On March 15, 2011, the Delaware Court of Chancery granted final approval to the settlement of the litigation.

In re Pepsi Bottling Group, Inc. Shareholders Litigation, C.A. No. 4526, Delaware Court of Chancery.

The Firm served as class counsel, along with several other firms challenging PepsiCo's buyout of Pepsi Bottling Group, Inc. CSK&D's efforts prompted PepsiCo to raise its buyout offer for Pepsi Bottling Group, Inc. by approximately \$1 billion and take other steps to improve the buyout on behalf of public stockholders.

In re Atlas Energy Resources LLC, Unitholder Litigation, Consol C.A. No. 4589, Delaware Court of Chancery.

The Firm was co-lead counsel in an action challenging the fairness of the acquisition of Atlas Energy Resources LLC by its controlling shareholder, Atlas America, Inc. After over two-years of complex litigation, the Firm negotiated a \$20 million cash settlement, which was finally approved by the court on May 14, 2012.

In re J. Crew Group, Inc. S'holders Litigation, C.A. No. 6043, Delaware Court of Chancery.

The Firm was co-lead counsel challenging the fairness of a going private acquisition of J.Crew by TPG and members of J.Crew's management. After hard-fought litigation, the action resulted in a settlement fund of \$16 million and structural changes to the go-shop process, including an extension of the go-shop process, elimination of the buyer's informational and matching rights and requirement that the transaction to be approved by a majority of the unaffiliated shareholders. The settlement was finally approved on December 16, 2011.

Representative Cases

Delaware and Other Merger and Acquisition Suits

In re McKesson Derivative Litigation, Saito, et al. v. McCall, et al., C.A. No. 17132, Delaware Court of Chancery.

As Lead Counsel in this stockholder derivative action, CSK&D challenged the actions of the officers, directors and advisors of McKesson and HBOC in proceeding with the merger of the two companies when their managements were allegedly aware of material accounting improprieties at HBOC. In addition, CSK&D also brought (under Section 220 of the Delaware Code) a books and records case to discover information about the underlying events. CSK&D successfully argued in the Delaware Courts for the production of the company's books and records which were used in the preparation of an amended derivative complaint in the derivative case against McKesson and its directors. Seminal opinions have issued from both the Delaware Supreme Court and Chancery Court about Section 220 actions and derivative suits as a result of this lawsuit. Plaintiffs agreed to a settlement of the derivative litigation subject to approval by the Delaware Court of Chancery, pursuant to which the Individual Defendants' insurers will pay \$30,000,000 to the Company. In addition, a claims committee comprised of independent directors has been established to prosecute certain of Plaintiffs' claims that will not be released in connection with the proposed settlement. Further, the Company will maintain important governance provisions among other things ensuring the independence of the Board of Directors from management. On February 21, 2006, the Court of Chancery approved the Settlement and signed the Final Judgment and Order and Realignment Order.

Barnes & Noble Inc., C.A. No. 4813, Delaware Court of Chancery.

CSK&D served as Co-Lead Counsel in a shareholder lawsuit brought derivatively on behalf of Barnes & Noble ("B&N") alleging wrongdoing by the B&N directors for recklessly causing B&N to acquire Barnes & Noble College Booksellers, Inc. ("College Books") the "Transaction") from B&N's founder, Chairman and controlling stockholder, Leonard Riggio ("Riggio") at a grossly excessive price, subjecting B&N to excessive risk. The case settled for nearly \$30 million and finally approved by the court on September 4, 2012.

Sample v. Morgan, et. al., C.A. No. 1214-VCS, Delaware Court of Chancery.

Action alleging that members of the board of directors of Randall Bearings, Inc. breached their fiduciary duties to the company and its stockholders and committed corporate waste. The action resulted in an eve-of-trial settlement including revocation of stock issued to insiders, a substantial cash payment to the corporation and reformation of the Company's corporate governance. The Court finally approved the settlement on August 5, 2008.

Manson v. Northern Plain Natural Gas Co., LLC, et. al., C.A. No. 1973-N, Delaware Court of Chancery.

Chimicles Schwartz Kriner & Donaldson-Smith served as counsel in a class and derivative action asserting contract and fiduciary duty claims stemming from dropdown asset transactions to a partnership from an affiliate of its general partner. The case settled for a substantial adjustment (valued by Plaintiff's expert to be worth more than \$100 million) to the economic terms of units issued by the partnership in exchange for the assets. The settlement was finally approved by the Court on January 18, 2007.

Representative Cases

Consumer Cases

Lockabey v. American Honda Motors Co., Inc., Case No. 37-2010-00087755-CU-BT-CTL, San Diego County Superior Court

Mr. Chimicles is co-lead counsel in a nationwide class action involving fuel economy problems encountered by purchasers of Honda Civic Hybrids (“HCH”). *Lockabey v. American Honda Motors Co., Inc., Case No. 37-2010-00087755-CU-BT-CTL* (Super. Ct. San Diego). After nearly five years of litigation in both the federal and state courts in California, a settlement benefiting nearly 450,000 consumers who had leased or owned HCH vehicles from model years 2003 through 2009. Following unprecedented media scrutiny and review by the attorneys general of each state as well as major consumer protection groups, the settlement was approved on March 16, 2012 in a 40 page opinion by the Honorable Timothy B. Taylor of the San Diego County (CA) Superior Court in which the Court stated:

The court views this as a case which was difficult and risky... The court also views this as a case with significant public value which merited the ‘sunlight’ which Class Counsel have facilitated..

Depending on the number of claims that are filed (deadline will not expire until 6 months after a pending single appeal is resolved), the Class will garner benefits ranging from \$100 million to \$300 million.

In re Pennsylvania Baycol: Third-Party Payor Litigation, Case No. 001874, Court of Common Pleas, Philadelphia County.

In connection with the withdrawal by Bayer of its anti-cholesterol drug Baycol, CSK&D represents various Health and Welfare Funds, including the Pennsylvania Employees Benefit Trust Fund, and a certified national class of “third party payors” seeking damages for the sums paid to purchase Baycol for their members/insureds and to pay for the costs of switching their members/insureds from Baycol to another cholesterol-lowering drug. The Philadelphia Court of Common Pleas granted plaintiffs’ motion for summary judgment as to liability; this is the first and only judgment that has been entered against Bayer anywhere in the United States in connection with the withdrawal of Baycol. The Court subsequently certified a national class, and the parties reached a settlement (recently approved by the court) in which Bayer agreed to pay class members a net recovery that approximates the maximum damages (including pre-judgment interest) suffered by class members. The class settlement negotiated by CSK&D represents a net recovery for third party payors that is between double and triple the net recovery pursuant to a non-litigated settlement negotiated by lawyers representing third party payors such as AETNA and CIGNA that was made available to and accepted by numerous other third party payors (including the TRS). CSK&D had advised its clients to reject that offer and remain in the now settled class action. On June 15, 2006 the court granted final approval of the settlement.

Representative Cases

Consumer Cases

Shared Medical Systems 1998 Incentive Compensation Plan Litigation, Philadelphia County Court of Common Pleas, Commerce Program, No. 0885.

Chimicles Schwartz Kriner & Donaldson-Smith LLP is lead counsel in this action brought in 2003 in the Philadelphia County Court of Common Pleas. The case was brought on behalf of approximately 1,300 persons who were employees of Defendant Siemens Medical Solutions Health Services Corporation (formerly Shared Medical Systems, Inc.) who had their 1998 incentive compensation plan (“ICP”) compensation reduced 30% even though the employees had completed their performance under the 1998 ICP contracts and had earned their incentive compensation based on the targets, goals and quotas in the ICPs. The Court had scheduled trial to begin on February 4, 2005. On the eve of trial, the Court granted Plaintiffs’ motion for summary judgment as to liability on their breach of contract claim. With the rendering of that summary judgment opinion on liability in favor of Plaintiffs, the parties reached a settlement in which class members will receive a net recovery of the full amount of the amount that their 1998 ICP compensation was reduced. On May 5, 2005, the Court approved the settlement, stating that the case “should restore anyone’s faith in class actions as a reasonable way of proceeding on reasonable cases.”

Wong v. T-Mobile USA, Inc., Case No. CV 05-cv-73922-NGE-VMM, United States District Court, Eastern District of Michigan.

Chimicles Schwartz Kriner & Donaldson-Smith LLP and the Miller Law Firm P.C. filed a complaint alleging that defendant T-Mobile overcharged its subscribers by billing them for data access services even though T-Mobile's subscribers had already paid a flat rate monthly fee of \$5 or \$10 to receive unlimited access to those various data services. The data services include Unlimited T-Zones, Any 400 Messages, T-Mobile Web, 1000 Text Messages, Unlimited Mobile to Mobile, Unlimited Messages, T-Mobile Internet, T-Mobile Internet with corporate My E-mail, and T-Mobile Unlimited Internet and Hotspot. Chimicles Schwartz Kriner & Donaldson-Smith LLP and the Miller Law Firm defeated a motion by T-Mobile to force resolution of these claims via arbitration and successfully convinced the Court to strike down as unconscionable a provision in T-Mobile's subscription contract prohibiting subscribers from bringing class actions. After that victory, the parties reached a settlement requiring T-Mobile to provide class members with a net recovery of the full amount of the un-refunded overcharges with all costs for notice, claims administration, and counsel fees paid in addition to class members' 100% net recovery. The gross amount of the overcharges, which occurred from April 2003 through June 2006, is approximately \$6.7 million. To date, T-Mobile has refunded approximately \$4.5 million of those overcharges. A significant portion of those refunds were the result of new policies T-Mobile instituted after the filing of the Complaint. Pursuant to the Settlement, T-Mobile will refund the remaining \$2.2 million of un-refunded overcharges.

In re Checking Account Overdraft Litig., No. 1:09-MD-02036-JLK, United States District Court, Southern District of Florida.

These Multidistrict Litigation proceedings involve allegations that dozens of banks reorder and manipulate the posting order of consumer debit transactions to maximize their revenue from overdraft fees. Settlements in excess of \$1 billion have been reached with several banks. CSK&D was active in the overall prosecution of these proceedings, and was specifically responsible for prosecuting actions against US Bank (pending \$55 million settlement) and Comerica Bank (pending \$14.5 million settlement).

Representative Cases

Consumer Cases

***In re Apple iPhone/iPod Warranty Litig.*, No. 10-CV-01610, United States District Court, Northern District of California .**

CSK&D is interim co-lead counsel in this case brought by consumers who allege that that Apple improperly denied warranty coverage for their iPhone and iPod Touch devices based on external “Liquid Submersion Indicators” (LSIs). LSIs are small paper-and-ink laminates, akin to litmus paper, which are designed to turn red upon exposure to liquid. Plaintiffs alleged that external LSIs are not a reliable indicator of liquid damage or abuse and, therefore, Apple should have provided warranty coverage. The district court recently granted preliminary approval to a settlement pursuant to which Apple has agreed to pay \$53 million to settle these claims.

***Henderson v. Volvo Cars of North America LLC, et al.*, No. 2:09-CV-04146-CCC-JAD, United States District Court, District of New Jersey.**

CSK&D was lead counsel in this class action lawsuit brought behalf of approximately 90,000 purchasers and lessees of Volvo vehicles that contained allegedly defective automatic transmissions. After the plaintiffs largely prevailed on a motion to dismiss, the district court granted final approval to a nationwide settlement in March 2013.

***In re Philips/Magnavox Television Litig.*, No. 2:09-cv-03072-CCC-JAD, United States District Court, District of New Jersey.**

This class action was brought by consumers who alleged that a defective electrical component was predisposed to overheating, causing their televisions to fail prematurely. After the motion to dismiss was denied in large part, the parties reached a settlement in excess of \$4 million.

***Physicians of Winter Haven LLC, d/b/a Day Surgery Center v. STERIS Corporation*, No. 1:10-cv-00264-CAB, United States District Court, Northern District of Ohio.**

This case was brought on behalf of a class of hospitals and surgery centers that purchased a sterilization device that allegedly did not receive the required pre-sale authorization from the FDA. The case settled for approximately \$20 million worth of benefits to class members. CSK&D, which represented an outpatient surgical center, was the sole lead counsel in this case.

***Smith v. Gaiam, Inc.*, No. 09-cv-02545-WYD-BNB, United States District Court, District of Colorado.**

CSK&D was co-lead counsel in this consumer case in which a settlement that provided full recovery to approximately 930,000 class members was achieved.

***In re CertainTeed Corp. Roofing Shingle Products Liability Litigation*, No. 07-MDL-1817-LP, United States District Court, Eastern District of Pennsylvania.**

This was a consumer class action involving allegations that CertainTeed sold defective roofing shingles. The parties reached a settlement which was approved and valued by the Court at between \$687 to \$815 million.

Representative Cases

Antitrust Cases

***In re TriCor Indirect Purchasers Antitrust Litig.*, No. 05-360-SLR, United States District Court, District of Delaware.**

CSK&D was liaison counsel in this indirect purchaser case which resulted in a \$65.7 million settlement. The plaintiffs alleged that manufacturers of a cholesterol drug engaged in anticompetitive conduct, such as making unnecessary changes to the formulation of the drug, which was designed to keep generic versions off of the market.

***In re Flonase Antitrust Litig.*, No. 2:08-cv-3301, United States District Court, Eastern District of Pennsylvania.**

CSK&D was liaison counsel and trial counsel on behalf of indirect purchaser plaintiffs in this pending antitrust case. The plaintiffs allege that the manufacturer of Flonase engaged in campaign of filing groundless citizens petitions with the Food and Drug Administration which was designed to delay entry of cheaper, generic versions of the drug. The court has granted class certification, and denied motions to dismiss and for summary judgment filed by the defendant. A \$46 million settlement was reached on behalf of all indirect purchasers a few months before trial was to commence.

***In re In re Metoprolol Succinate End-Payor Antitrust Litig.*, No. 1:06-cv-00071, United States District Court, District of Delaware.**

CSK&D was liaison counsel for the indirect purchaser plaintiffs in this case, which involved allegations that AstraZeneca filed baseless patent infringement lawsuits in an effort to delay the market entry of generic versions of the drug Toprol-XL. After the plaintiffs defeated a motion to dismiss, the indirect purchaser case settled for \$11 million.

***In re Insurance Brokerage Antitrust Litigation*, No. 2:04-cv-05184-GEB-PS, United States District Court, District of New Jersey.**

This case involves allegations of bid rigging and steering against numerous insurance brokers and insurers. The district court has granted final approval to settlements valued at approximately \$218 million.

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

VASSILIOS KUKORINIS, on behalf of
himself and any others similarly situated,

Plaintiff,

v.

WALMART INC.,

Defendant.

Case No. 8:22-cv-02402-VMC-TGW

**DECLARATION OF STEVEN WEISBROT, ESQ.
RE: ANGEION GROUP QUALIFICATIONS & THE PROPOSED NOTICE PLAN**

I, Steven Weisbrot, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.
2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as described below.
3. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.

4. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George Washington Law School Best Practices Guide to Class Action Litigation.

5. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media, and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.

6. Prior to joining Angeion’s executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

7. My notice work comprises a wide range of class actions that include consumer product defect and false advertising matters, data breach, mass disasters, employment discrimination, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases.

8. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

9. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at www.angeiongroup.com.

10. As a class action administrator, Angeion has regularly been approved by both federal and

state courts throughout the United States and abroad to provide notice of class actions and claims processing services.

11. Angeion has extensive experience administering landmark settlements involving some of the world's most prominent companies, including:

In re: Facebook, Inc Consumer Privacy User Profile Litigation

Case No. 3:18-md-02843-VC (N.D. Cal.)

Meta agreed to pay \$725 million to settle allegations that the social media company allowed third parties, including Cambridge Analytica, to access personal information. Angeion undertook an integrated in-app notification and media campaign to a class in the hundreds of millions of individuals and processed 28.6 million claims, the most claims filed in the history of class action. In fact, during the September 7, 2023 Final Approval Hearing, U.S. District Judge Chhabria acknowledged the record number of claims filed, stating, "I was kind of blown away by how many people made claims."

In re Apple Inc. Device Performance Litigation

Case No. 5:18-cv-02827-EJD (N.D. Cal.)

Apple agreed to pay \$310 million to settle allegations of diminished performance in iPhone 6's and 7's. Angeion's direct notification efforts were recognized as reaching 99%+ of the current and former owners of 129 million class devices. Millions of claims were processed.

City of Long Beach, et al. v. Monsanto, et al.

Case No. 2:16-cv-03493-FMO-AS (C.D. Cal.)

Bayer agreed to pay \$650 million to settle allegations of waterbodies impaired by PCBs. Angeion's notice administration was extraordinarily successful with 99.7% of the class delivered direct notice. The claims administration includes multiple complex claims filing workflows for different funding allocations, including separate fund for "special needs" claimants.

Beckett v. Aetna Inc.

Case No. 2:17-cv-03864-JS (E.D. Pa.)

A consolidated data breach class action that arose from the improper disclosure of Protected Health Information by a health insurer and previous claims administrator, including confidential HIV-related information. Angeion provided specialized training to our support team concerning the sensitive nature of the case and underlying health information. Angeion implemented robust privacy protocols to communicate with and verify the claims of the affected class members, including anonymized notice packets and allowing claimants to lodge objections under pseudonyms.

DATA SECURITY & INSURANCE

12. Angeion recognizes the critical need to secure our physical and network environments and protect data in our custody. It is our commitment to these matters that has made us the go-to administrator for many of the most prominent data security matters of this decade. We are ever improving upon our robust policies, procedures, and infrastructure by periodically updating data security policies as well as our approach to managing data security in response to changes to physical environment, new threats and risks, business circumstances, legal and policy implications, and evolving technical environments.

13. Angeion's privacy practices are compliant with the California Consumer Privacy Act, as currently drafted. Consumer data obtained for the delivery of each project is used only for the purposes intended and agreed in advance by all contracted parties, including compliance with orders issued by State or Federal courts as appropriate. Angeion imposes additional data security measures for the protection of Personally Identifiable Information (PII) and Personal Health Information (PHI), including redaction, restricted network and physical access on a need-to-know basis, and network access tracking. Angeion requires background checks of all employees, requires background checks and ongoing compliance audits of its contractors, and enforces standard protocols for the rapid removal of physical and network access in the event of an employee or contractor termination.

14. Data is transmitted using Transport Layer Security (TLS) 1.3 protocols. Network data is encrypted at rest with the government and financial institution standard of AES 256-bit encryption. We maintain an offline, air-gapped backup copy of all data, ensuring that projects can be administered without interruption.

15. Further, our team stays on top of latest compliance requirements, such as GDPR, HIPAA, PCI DSS, and others, to ensure that our organization is meeting all necessary regulatory obligations as well as aligning to industry best practices and standards set forth by frameworks like CIS and NIST. Angeion is cognizant of the ever-evolving digital landscape and continually improves its

security infrastructure and processes, including partnering with best-in-class security service providers. Angeion’s robust policies and processes cover all aspects of information security to form part of an industry leading security and compliance program, which is regularly assessed by independent third parties. Angeion is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity training to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

16. Angeion currently maintains a comprehensive insurance program, including sufficient Errors & Omissions coverage.

OVERVIEW OF THE NOTICE PLAN

17. The Settlement Agreement¹ defines the Settlement Class as:

All Persons who Purchased Weighted Goods and/or Bagged Citrus in-person at a Walmart retail store, supercenter, or neighborhood market in the United States or Puerto Rico (“Walmart Store”) during the Settlement Class Period. Excluded from the Settlement Class are: (1) the judges presiding over this Litigation and members of their direct families; (2) Walmart Inc.’s directors, officers, and executives; (3) Class Counsel; and (4) Settlement Class Members who submit a valid and timely Opt-Out Request approved by the Court.

18. This declaration will describe the proposed Notice Plan (“Notice Plan”) for the Settlement Class that, if approved by the Court, Angeion will implement in this matter, including the considerations that informed the development of the plan and why we believe it will provide due process to Settlement Class Members. In my professional opinion, the proposed Notice Plan described herein is the best practicable notice under the circumstances and fulfills all due process requirements, fully comports with Fed. R. Civ. P. 23.

19. The Notice Plan includes direct notice via email combined with a robust state-of-the-art media campaign comprised of targeted internet notice, social media notice, search engine marketing, and print publication. In my professional opinion, the utilization of direct notice in conjunction with multiple forms of media notice will increase the claims rate.

¹ Unless otherwise noted, capitalized terms in the Settlement Class definition have the same meanings as in the Settlement Agreement between the parties.

20. The Notice Plan further includes issuing a press release, and social media monitoring via Facebook and Instagram. The Notice Plan also includes the implementation of a dedicated settlement website and toll-free telephone line where Settlement Class Members can access settlement documents, and learn more about their rights and options pursuant to the terms of the Settlement.

21. As discussed in greater detail below, the direct notice efforts and comprehensive media campaign component of the Notice Plan are designed to deliver an approximate 80.15% reach with an average frequency of 3.25 times. This number is calculated using objective syndicated advertising data relied upon by most advertising agencies and brand advertisers. It is further verified by sophisticated media software and calculation engines that cross reference which media is being purchased with the media habits of our specific Target Audience (defined below). What this means in practice is that 80.15% of our Target Audience will see an advertisement concerning the Settlement (or received a notice of the Settlement) an average of 3.25 times each. The 80.15% reach is separate and apart from the additional media efforts described below, the dedicated settlement website, and the toll-free telephone line.

22. The Federal Judicial Center states that a publication notice plan that reaches 70% of class members is one that reaches a “high percentage” and is within the “norm.” Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide for Judges,” at 27 (3d Ed. 2010).

DIRECT NOTICE

Settlement Class Member Data

23. Angeion has been informed that Walmart will be providing a list of persons who Walmart has identified as having likely purchased at least one Weighted Good or Bagged Citrus product during the Settlement Class Period and for whom Walmart has an email address. The list will consist of first name, last name, and email address.

24. Angeion will perform a thorough analysis to identify duplicative records, as well as

missing/incomplete data fields. Angeion will then assign identification numbers to each unique record, which will comprise the final Settlement Class Member email list (“Class Email List”).

25. Angeion has been informed that, as of the date of this Declaration, Walmart is continuing to query its transaction database to identify and compile the list of persons who Walmart can identify as having likely purchased at least one Weighted Good or Bagged Citrus product and for whom Walmart has an email address. Angeion has been informed that Walmart estimates that its query will likely result in identifying tens of millions of emails. Once Walmart has completed the query and the number of emails has been confirmed, the parties and Angeion will confer about the time needed for the email data to be received and processed by Angeion and about a proposed schedule for disseminating email notice (both of which depend on the size of the email file and the number of emails). At that time, we will provide a supplemental declaration regarding the direct email notice campaign, including the timing needed to send email notice.

Email Notice

26. As part of the Notice Plan, Angeion will send direct email notice (“Email Notice”) to Class Members who have valid email addresses included on the Class Email List.

27. The Email Notice is attached as **Exhibit B**. The Email Notice consists of: (a) a unique identifier that the recipient can use for the claims-submission process; (b) contains the same substance as the Summary Notice, which succinctly informs Settlement Class Members of their rights, including how to submit a Claim; and (c) includes a hyperlink to the Settlement Website, www.WalmartWeightedGroceriesSettlement.com, where the detailed Notice, Claim Form (both electronic and print version), and additional important documents and information about the Settlement can be accessed. In addition, the Summary Notice includes engaging language, “YOU MAY BE ELIGIBLE FOR A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT. YOUR RIGHTS WILL BE AFFECTED BY THE SETTLEMENT”, while appropriately conveying necessary legal information.

28. Angeion follows best practices to both validate emails and increase deliverability.

Specifically, prior to distributing the email notice, Angeion will subject the email addresses on the Class Email List to a cleansing and validation process. The email cleansing process removes extra spaces, fixes common typographical errors in domain names, and corrects insufficient domain suffixes (*e.g.*, gmail.com to gmail.com, gmail.co to gmail.com, yahoo.com to yahoo.com, etc.). The email addresses will then be subjected to an email validation process whereby each email address will be compared to known bad email addresses.² Email addresses that are not designated as a known bad address will then be further verified by contacting the Internet Service Provider (“ISP”) to determine if the email address exists.

29. Further, Angeion designs email notice to avoid many common “red flags” that might otherwise cause an email recipient’s spam filter to block or identify the email notice as spam. For example, Angeion does not include attachments like the Long Form Notice to the email notice, because attachments are often interpreted by various ISP as spam.

30. In addition, Angeion strategically staggers the release of emails, starting with a smaller number of emails and gradually increasing the volume of emails sent to a given domain. In our experience, this form of “priming” or “warming up” minimizes the probability of ISPs blocking our emails.

31. Angeion also accounts for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire) will cause a second round of email noticing to any email addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

² Angeion maintains a database of email addresses that were returned as permanently undeliverable, commonly referred to as a hard bounce, from prior campaigns. Where an address has been returned as a hard bounce within the last year, that email is designated as a known bad email address.

Reminder Email Notice

32. Prior to the deadline to submit a Claim Form, a reminder notice will be emailed to Settlement Class Members. The Reminder Email Notice is attached as **Exhibit C**.

MEDIA NOTICE

33. The Notice Plan also provides for the implementation of a robust, state-of-the-art internet advertising campaign consisting of programmatic display advertising (via internet banner ads), social media advertising, and a paid search campaign. Notice of the Settlement will further be published in *People* magazine to complement the digital notice efforts.

34. The comprehensive media notice campaign, combined with the direct notice efforts, is designed to deliver an approximate 80.15% reach with an average frequency of 3.25 times each by delivering approximately 394 million impressions.

Programmatic Display Advertising

35. Angeion will utilize a form of internet advertising known as Programmatic Display Advertising, which is the leading method of buying digital advertisements in the United States.³ Sample banner ads are attached as **Exhibit D**. In laymen's terms, programmatic advertising is a method of advertising where an algorithm identifies and examines demographic profiles and uses advanced technology to place advertisements on the websites where members of the audience are most likely to visit (these websites are accessible on computers, mobile phones and tablets). The media notice outlined below is strategically designed to provide notice of the Settlement to these individuals by driving them to the dedicated website where they can learn more about the Settlement, including their rights and options.

36. To develop the media notice campaign and to verify its effectiveness, our media team analyzed data from 2023 comScore Multi-Platform/MRI Simmons USA Fusion⁴ to profile the

³ Programmatic Display Advertising is a trusted method specifically utilized to reach defined target audiences. In 2023, programmatic digital display ad spending is expected to reach nearly 142 billion U.S. dollars. <https://www.insiderintelligence.com/chart/255070/us-programmatic-digital-display-ad-spending-2019-2023-billions-of-total-digital-display-ad-spending>

⁴ GfK MediaMark Research and Intelligence LLC ("GfK MRI") provides demographic, brand preference

class and arrive at an appropriate Target Audience based on criteria pertinent to this Settlement. Specifically, the following syndicated research definition was used to profile potential Class Members:

Food Stores, Grocery & Warehouse/Club Stores – Times Shopped: Walmart Neighborhood Market in the last 6 months: Any or Walmart Supercenter (grocery) in the last 6 months.

37. Based on the definition used to profile potential Class Members, the size of the Target Audience for the media notice campaign is approximately 151 million individuals.

38. Digital media platforms provide numerous data segments dedicated to consumer brands. We will rely heavily on that data to help us ensure we are reaching individuals who are Walmart customers.

39. It is important to note that the Target Audience is distinct from the class definition, as is commonplace in class action notice plans. Utilizing an overinclusive proxy audience maximizes the efficacy of the notice plan and is considered a best practice among media planners and class action notice experts alike. Using proxy audiences is also commonplace in both class action litigation and advertising generally.⁵

40. Additionally, the Target Audience is based on objective syndicated data, which is routinely used by advertising agencies and experts to understand the demographics, shopping habits and

and media-use habits, and captures in-depth information on consumer media choices, attitudes, and consumption of products and services in nearly 600 categories. comSCORE, Inc. (“comSCORE”) is a leading cross-platform measurement and analytics company that precisely measures audiences, brands, and consumer behavior, capturing 1.9 trillion global interactions monthly. comSCORE’s proprietary digital audience measurement methodology allows marketers to calculate audience reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these audiences to be reach more effectively. comSCORE operates in more than 75 countries, including the United States, serving over 3,200 clients worldwide.

⁵ If the total population base (or number of class members) is unknown, it is accepted advertising and communication practice to use a proxy-media definition, which is based on accepted media research tools and methods that will allow the notice expert to establish that number. The percentage of the population reached by supporting media can then be established. Duke Law School, GUIDELINES AND BEST PRACTICES IMPLEMENTING 2018 AMENDMENTS TO RULE 23 CLASS ACTION SETTLEMENT PROVISIONS, at 56.

attitudes of the consumers that they are seeking to reach.⁶ Using this form of objective data will allow the parties to report the reach and frequency to the Court, with the confidence that the reach percentage and the number of exposure opportunities complies with due process and exceeds the Federal Judicial Center's threshold as to reasonableness in notification programs. Virtually all professional advertising agencies and commercial media departments use objective syndicated data tools, like the ones described above, to quantify net reach. Sources like these guarantee that advertising placements can be measured against an objective basis and confirm that reporting statistics are not overstated. They are ubiquitous tools in a media planner's arsenal and are regularly accepted by courts in evaluating the efficacy of a media plan, or its component parts.

41. Understanding the socio-economic characteristics, interests and practices of a target group aids in the proper selection of media to reach that target. Here, the Target Audience (*see* ¶¶ 36-37 above) has been reported to have the following characteristics:⁷

- 49.70% are ages 35-64, with a median age of 47.9 years old;
- 53.42% are female;
- 52.23% are married;
- 35.06% have children;
- 30.48% have received a bachelor's or post-graduate degree;
- 46.14% are currently employed full time; and
- 85.30% have used social media in the last 30 days.

42. To identify the best vehicles to deliver messaging to the Target Audience, the media quintiles, which measure the degree to which an audience uses media relative to the general population were reviewed. Here, the objective syndicated data shows that members of the Target Audience are consistent internet users, spending an average of 29.2 hours per week on the internet.

⁶ The notice plan should include an analysis of the makeup of the class. The target audience should be defined and quantified. This can be established through using a known group of customers, or it can be based on a proxy-media definition. Both methods have been accepted by the courts and, more generally, by the advertising industry, to determine a population base. *Id.* at 56.

⁷ Based on 2023 comScore Multi-Platform/MRI Simmons USA Fusion.

43. Given the strength of digital advertising, as well as our Target Audience’s heavy internet use, we recommend utilizing an internet advertising campaign to reach Class Members.

44. Multiple targeting layers will be implemented into the programmatic campaign to help ensure delivery to the most appropriate users, inclusive of the following tactics:

- Look-a-like Modeling: This technique uses data methods to build a look-a-like audience against known Class Members.
- Predictive Targeting: This technique allows technology to “predict” which users will be served advertisement about the Settlement.
- Site Retargeting: This technique is a targeting method used to reach potential Class Members who have already visited the dedicated case website while they browse other pages. This allows for sufficient exposure to an advertisement about the Settlement.
- Geotargeting: The campaign will be targeted nationwide. If sufficient data is available, the campaign will use a weighted delivery based on the geographic spread of the Target Audience throughout the country. Additionally, approximately one (1) million impressions will be targeted to Puerto Rico.

45. To combat the possibility of non-human viewership of digital advertisements and to verify effective unique placements, Angeion employs Oracle’s BlueKai, Adobe’s Audience Manger and/or Lotame, which are demand management platforms (“DMP”). DMPs allow Angeion to learn more about the online audiences that are being reached. Further, online ad verification and security providers such as Comscore Content Activation, DoubleVerify, Grapeshot, Peer39 and Moat will be deployed to provide a higher quality of service to ad performance.

Social Media Advertising

46. The social media campaign component of the proposed Notice Plan will utilize leading social media platforms in the United States: Facebook, Instagram, X (formerly Twitter), and Reddit⁸. The social media campaign uses an interest-based approach which focuses on the interests

⁸ In the United States in 2023, Facebook has a reported 243.58 million users, and Instagram has a reported 150.99 million users, Twitter has a reported 64.9 million users, and Reddit has a reported 190.77 million users. *See* <https://www.statista.com/statistics/408971/number-of-us-facebook-users>;

that users exhibit while on the social media platforms, capitalizing on the Target Audience's propensity to engage in social media (85.30% of the Target Audience have used social media in the last 30 days). Sample social media ads are attached as **Exhibit E**.

47. The social media campaign will utilize specific tactics to further qualify and deliver impressions to the Target Audience. By way of example, we will use the Facebook Marketing platform and its technology to serve ads on both Facebook and Instagram against the Target Audience. Look-a-like modeling allows the use of consumer characteristics to serve ads. Based on these characteristics, we can build different consumer profile segments to ensure the notice plan messaging is delivered to the proper audience. The social media ads will be targeted nationwide. If sufficient data is available, the campaign will leverage a weighted delivery based on the geographic spread of the Target Audience throughout the country.

48. The social media campaigns will engage with the Target Audience via a mix of news feed and story units to optimize performance via the social media platforms' desktop sites, mobile sites, and mobile apps. The social media campaigns will coincide with the internet advertising campaign.

Search Engine Marketing

49. The Notice Plan also includes a paid search campaign on Google to help drive Class Members who are actively searching for information about the Settlement to the dedicated Settlement Website. Paid search ads will complement the programmatic and social media campaigns, as search engines are frequently used to locate a specific website, rather than a person typing in the URL. Search terms would relate to not only the Settlement itself but also the subject-matter of the litigation. In other words, the paid search ads are driven by the individual user's search activity, such that if that individual searches for (or has recently searched for) the Settlement, litigation or other terms related to the Settlement, that individual could be served with an advertisement directing them to the Settlement Website.

<https://www.statista.com/statistics/293771/number-of-us-instagram-users>;
<https://www.statista.com/forecasts/1145591/reddit-users-in-the-united-states>; and
<https://www.oberlo.com/statistics/number-of-twitter-users-by-country>.

Publication

50. To complement the digital advertising notice efforts and to reach Class Members who ingest news via print, the Notice Plan includes publication notice in *People* magazine. Notice will be published in a ½-page ad size and will be printed in color. Further, the published notice will include a QR code that the reader can scan to be taken to the Settlement Website. The chart below demonstrates the circulation, and total audience size for *People* magazine.⁹ This Print notice is attached as **Exhibit F**.

Publication	Circulation	Total Audience
People	2.5 Million	26.2 Million

ADDITIONAL MEDIA EFFORTS

51. In addition to the direct notice efforts and comprehensive state-of-the-art media campaign, the Notice Plan will further disseminate news of the Settlement via a national press release, and provides for social media monitoring via Facebook and Instagram.

Press Release

52. The Notice Plan includes issuing the Summary Notice (an exhibit to the Settlement Agreement) as a national press release via PR Newswire (or a similar press release distribution service) to further diffuse news of the Settlement. The press release will help garner “earned media” (*i.e.*, other media outlets and/or publications will report the story) to supplement the comprehensive notice efforts outlined herein, which will lead to increased awareness and participation amongst members of the Settlement Class.

Social Media Monitoring

53. Angeion will also monitor conversations about the Settlement taking place on Facebook and Instagram. Our methodology includes an “active listening” component wherein we monitor

⁹ An alternative, similar title may be utilized for publication based on timing, availability, and content acceptance by the publication.

traffic on these social media platforms for discussion of the Settlement, and actively provide notice and/or answers to frequently asked questions as appropriate.

MEDIA MONITORING

54. Angeion will also aggregate data across multiple platforms and systems to quantify the output of print, online, and broadcast coverage of this Settlement. Before the Final Approval Hearing, Angeion will submit a supplemental declaration that quantifies and assigns a value to garnered press coverage.

SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT

55. The Notice Plan will also implement the creation of a case-specific website, www.WalmartWeightedGroceriesSettlement.com, where Class Members can easily submit a Claim, view general information about this Settlement, review relevant Court documents, and view important dates and deadlines pertinent to the Settlement. The Settlement Website will be designed to be user-friendly and make it easy for Class Members to submit a claim form online via the Settlement Website or download a Claim Form to complete and submit by mail. Class Members can select from multiple digital payment options on the Claim Form (such as Venmo, Zelle, Virtual Mastercard) or can request to receive a traditional check by mail. There are no restrictions, limitations, or expiration dates attached to the Claimant's use of the electronic settlement payment.

56. The Settlement Website will also have a "Contact Us" page whereby Class Members can send an email with any additional questions to a dedicated email address and a chatbot option to streamline responses to questions. The Notices will be posted to the Settlement Website and will be available in English and Spanish.

57. The Settlement Website will be designed to be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. Additionally, the Settlement Website will be designed to maximize search engine optimization through Google and other search engines.

Keywords and natural language search terms will be included in the Settlement Website's metadata to maximize search engine rankings.

58. The Settlement website will be updated to include relevant Settlement information and documents, including the motion for final approval of the Settlement and motion for fees and reimbursement of expenses.

59. A toll-free hotline devoted to this case will be implemented to further apprise Settlement Class Members of their rights and options pursuant to the terms of the Settlement. The toll-free hotline will utilize an interactive voice response ("IVR") system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. The information will be updated throughout the Settlement and claims process. This hotline will be accessible 24 hours a day, 7 days a week. Also, as noted above, the Settlement website will also have a chatbot option to streamline responses to questions.

60. Additionally, Settlement Class Members will be able to leave a voicemail to request a call back from a live Angeion staff member and request a copy of the Notice or Claim Form via the toll-free hotline.

FRAUD DETECTION

61. On October 3, 2023, Angeion announced the launch of its real-time fraud detection system, AngeionAffirm, which is the first and only comprehensive solution to identify fraud in real time based on both state-of-the-art technology and analysis of over a decade of historical claims data.¹⁰ AngeionAffirm was developed to combat the rising tide of fraudulent claims in class action settlements and the increasingly sophisticated technologies and techniques used by fraudulent actors in their attempt to perpetuate fraud.¹¹

62. Key highlights of AngeionAffirm include: (1) The implementation of enhanced, machine

¹⁰ https://www.prnewswire.com/news-releases/angeion-group-introduces-first-of-its-kind-real-time-fraud-detection-system-301946263.html?tc=eml_cleartime

¹¹ <https://www.law.com/newyorklawjournal/2023/07/26/the-increasing-danger-of-fraudulent-claims-in-class-action-settlements/>

learning based fraud prevention mechanisms on all Web Application Firewalls focused on detecting and blocking fraudulent activities even before they infiltrate the system; (2) Employing advanced artificial intelligence to identify bot and scripted browser traffic; (3) Performing proprietary behavioral analysis techniques to identify abnormal patterns that could indicate fraudulent submissions, to help ensure that claims are genuine and justifiable; (4) Analyzing a broad array of technical characteristics garnered from claimant email addresses and other digital fingerprints to determine a claim's propensity for fraud; (5) Deploying a dynamic IP monitoring system to identify and flag suspicious activities across all case engagements; (6) Analysis of over one hundred million claims, which has proven instrumental in identifying characteristics, anomalies, and known bad actors, that may signify fraudulent intent, thus ensuring only bona fide claims are approved; and (7) Utilization of multiple security measures to address the increasing scale and sophistication of cyber criminals' adaptive behavior.

63. AngeionAffirm has been implemented to detect fraudulent claim submissions in this Settlement as part of the ongoing, comprehensive anti-fraud efforts.

64. In addition to AngeionAffirm, Angeion maintains a robust, multi-tiered detection system to identify duplicate claims submissions. By way of example, we employ an elaborate technical process to identify potential claim duplication using a series of database-driven searches to find duplicate names and addresses in our claims database. Normally, both the claimant's name and associated nicknames are analyzed, as well as the corresponding standardized addresses, for purposes of claim duplication detection. However, we may use additional data points, depending on what information, if any, is also available.

REACH AND FREQUENCY

65. This declaration describes the reach and frequency evidence which courts systemically rely upon in reviewing class action publication notice programs for adequacy. The reach percentage exceeds the guidelines as set forth in the Federal Judicial Center's Judges' Class Action Notice

and Claims Process Checklist and Plain Language Guide to effectuate a notice program which reaches a high degree of class members.

66. Specifically, the direct notice efforts and comprehensive media plan are estimated to deliver an approximate 80.15% reach with an average frequency of 3.25 times each by serving approximately 394 million impressions. The 80.15% reach is independent from and does not include the additional media efforts, Settlement Website, or toll-free hotline.

CONCLUSION

67. The Notice Plan outlined above includes direct notice via email to reasonably identifiable Class Members combined with a robust media campaign consisting of state-of-the-art internet advertising, a comprehensive social media campaign, search engine marketing, and print publication. Further, the Notice Plan provides for additional notice efforts, such as issuing a press release and performing social media monitoring. The Notice Plan also provides for the implementation of a dedicated Settlement Website and toll-free hotline to further inform Class Members of their rights and options in the Settlement.

68. In my professional opinion, the Notice Plan described herein will provide full and proper notice to Class Members before the claims, opt-out, and objection deadlines. Moreover, it is my opinion that Notice Plan is the best notice that is practicable under the circumstances, fully comports with due process and Fed. R. Civ. P. 23. After the Notice Plan has concluded, Angeion will provide a final report verifying its effective implementation to this Court.

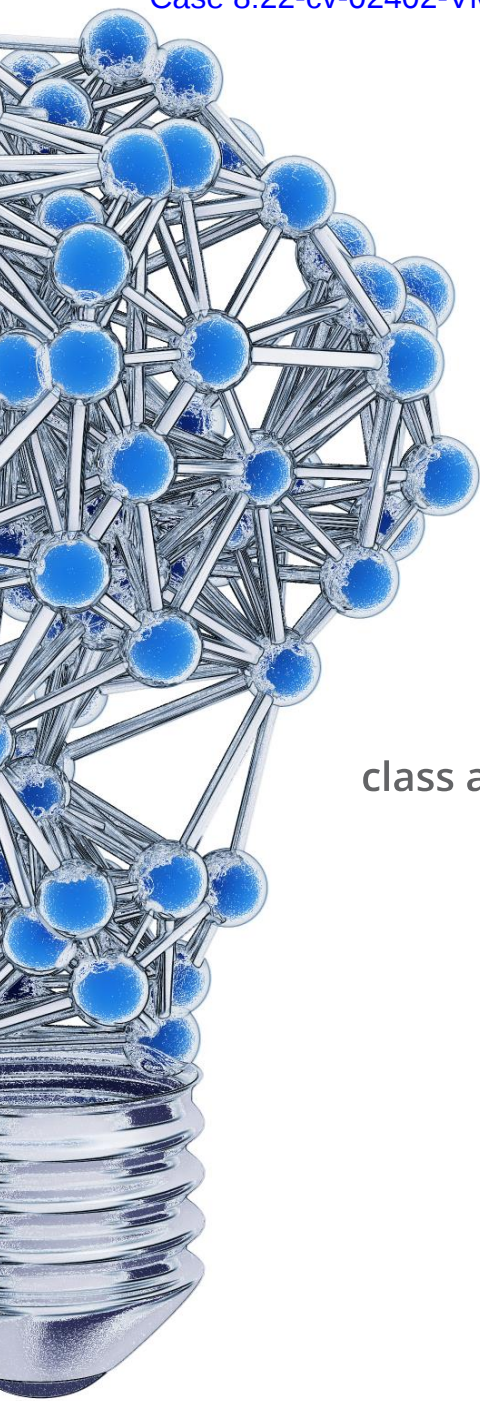
I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: November 16, 2023



STEVEN WEISBROT

Exhibit A



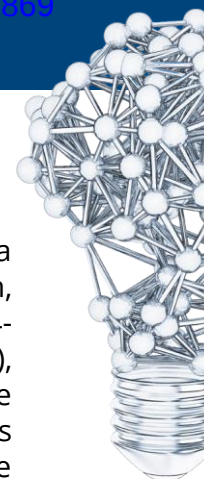
INNOVATION

IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



Judicial Recognition



IN RE: FACEBOOK, INC. CONSUMER PRIVACY USER PROFILE LITIGATION

Case No. 3:18-md-02843

The Honorable Vincent Chhabria, United States District Court, Northern District of California (March 29, 2023): The Court approves the Settlement Administration Protocol & Notice Plan, amended Summary Notice (Dkt. No. 1114-8), second amended Class Notice (Dkt. No. 1114-6), In-App Notice, amended Claim Form (Dkt. No. 1114-2), Opt-Out Form (Dkt. No. 1122-1), and Objection Form (Dkt. No. 1122-2) and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement and the subsequent filings referenced above meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, the effect of the proposed Settlement (including the releases contained therein), the anticipated motion for Attorneys' Fees and Expenses Award and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

LUNDY v. META PLATFORMS, INC.

Case No. 3:18-cv-06793

The Honorable James Donato, United States District Court, Northern District of California (April 26, 2023): For purposes of Rule 23(e), the Notice Plan submitted with the Motion for Preliminary Approval and the forms of notice attached thereto are approved...The form, content, and method of giving notice to the Settlement Class as described in the Notice Plan submitted with the Motion for Preliminary Approval are accepted at this time as practicable and reasonable in light of the rather unique circumstances of this case.

IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699

The Honorable John Z. Lee, United States District Court, Northern District of Illinois (August 22, 2022): The Class Notice was disseminated in accordance with the procedures required by the Court's Order Granting Preliminary Approval...in accordance with applicable law, satisfied the requirements of Rule 23(e) and due process, and constituted the best notice practicable...



IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164

The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the “Notice Program”), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members...

MEHTA v. ROBINHOOD FINANCIAL LLC

Case No. 5:21-cv-01013

The Honorable Susan van Keulen, United States District Court, Northern District of California (August 29, 2022): The proposed notice plan, which includes direct notice via email, will provide the best notice practicable under the circumstances. This plan and the Notice are reasonably calculated, under the circumstances, to apprise Class Members of the nature and pendency of the Litigation, the scope of the Settlement Class, a summary of the class claims, that a Class Member may enter an appearance through an attorney, that the Court will grant timely exclusion requests, the time and manner for requesting exclusion, the binding effect of final approval of the proposed Settlement, and the anticipated motion for attorneys’ fees, costs, and expenses and for service awards. The plan and the Notice constitute due, adequate, and sufficient notice to Class Members and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules.

ADTRADER, INC. v. GOOGLE LLC

Case No. 5:17-cv-07082

The Honorable Beth L. Freeman, United States District Court, Northern District of California (May 13, 2022): The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including the Notice Forms attached to the Weisbrot Declaration, subject to the Court’s one requested change as further described in Paragraph 8 of this Order, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the AdWords Class of the pendency of this Action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the AdWords Class. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice Plan fully complies with the Northern District of California’s Procedural Guidance for Class Action Settlements.



IN RE: FACEBOOK INTERNET TRACKING LITIGATION

Case No. 5:12-md-02314

The Honorable Edward J. Davila, United States District Court, Northern District of California (November 10, 2022): The Court finds that Plaintiffs' notice meets all applicable requirements of due process and is particularly impressed with Plaintiffs' methodology and use of technology to reach as many Class Members as possible. Based upon the foregoing, the Court finds that the Settlement Class has been provided adequate notice.

CITY OF LONG BEACH v. MONSANTO COMPANY

Case No. 2:16-cv-03493

The Honorable Fernando M. Olguin, United States District Court, Central District of California (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC

Case No. 3:20-cv-00903

The Honorable John A. Gibney Jr., United States District Court, Eastern District of Virginia (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice...Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

WILLIAMS v. APPLE INC.

Case No. 3:19-cv-0400

The Honorable Laurel Beeler, United States District Court, Northern District of California (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

CLEVELAND v. WHIRLPOOL CORPORATION

Case No. 0:20-cv-01906

The Honorable Wilhelmina M. Wright, United States District Court, District of Minnesota (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email



addresses are unavailable, which is the best practicable notice under the circumstances...The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

RASMUSSEN v. TESLA, INC. d/b/a TESLA MOTORS, INC.

Case No. 5:19-cv-04596

The Honorable Beth Labson Freeman, United States District Court, Northern District of California (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement (“Notice Plan”). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court’s final judgment will be binding on all Settlement Class Members.

CAMERON v. APPLE INC.

Case No. 4:19-cv-03074

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 16, 2021): The parties’ proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

RISTO v. SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

Case No. 2:18-cv-07241

The Honorable Christina A. Snyder, United States District Court, Central District of California (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website...The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)...

JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.

Case No. 2:15-cv-01219

The Honorable Joanna Seybert, United States District Court, Eastern District of New York (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits C-G to the Settlement and the proposed procedures for Settlement Class Members to exclude themselves from the Settlement Class or object. The Court finds that the proposed



Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpasettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish), and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC

Case No. 1:20-cv-02486

The Honorable Robert M. Dow, Jr., United States District Court, Northern District of Illinois (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation...(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

PELLETIER v. ENDO INTERNATIONAL PLC

Case No. 2:17-cv-05114

The Honorable Michael M. Baylson, United States District Court, Eastern District of Pennsylvania (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim”), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

BIEGEL v. BLUE DIAMOND GROWERS

Case No. 7:20-cv-03032

The Honorable Cathy Seibel, United States District Court, Southern District of New York (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature



of the Action...and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS

Case No. 37-2019-00017834-CU-NP-CTL

The Honorable Eddie C. Sturgeon, Superior Court of the State of California, County of San Diego (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.

Case No. 6:16-cv-06702

The Honorable Mark W. Pedersen, United States District Court for the Western District of New York (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

CULBERTSON T AL. v. DELOITTE CONSULTING LLP

Case No. 1:20-cv-03962

The Honorable Lewis J. Liman, United States District Court, Southern District of New York (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC

Case No. 3:19-cv-00167

The Honorable Timothy C. Batten, Sr., United States District Court, Northern District of Georgia (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable



under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)

Case No. 6:20-md-02977

The Honorable Robert J. Shelby, United States District Court, Eastern District of Oklahoma (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERT ET AL. v. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418

The Honorable Edward M. Chen, United States District Court, Northern District of California (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action ... (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN v. BOMBAS, LLC

Case No. 4:20-cv-04412

The Honorable Jeffrey S. White, United States District Court, Northern District of California (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.



WILLIAMS ET AL. v. RECKITT BENCKISER LLC ET AL.

Case No. 1:20-cv-23564

The Honorable Jonathan Goodman, United States District Court, Southern District of Florida (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION

Case No. 3:20-cv-00812

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION

Case No. 2:19-cv-00463

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.



IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION

Case No. 2:19-mn-02886

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. v. FACEBOOK, INC.

Case No. 3:18-cv-05982

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1950).

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 8:16-md-02737

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. v. COACH INC.

Case No. 1:16-cv-01122

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States



Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

BROWN v. DIRECTV, LLC

Case No. 2:13-cv-01170

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION

Case No. 1:16-cv-03711

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. v. ZAAPPAAZ, INC. ET AL.

Case No. 4:18-cv-00430

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. v. WALMART, INC.

Case No. 5:18-cv-05225

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

CLAY ET AL. v. CYTOSPORT INC.

Case No. 3:15-cv-00165

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice



Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

GROGAN v. AARON'S INC.

Case No. 1:18-cv-02821

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.

Case No. D-202-CV-2001-00579

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on “Programmatic Display Advertising” to reach the “Target Audience,” Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of “Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members



will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness website with ads comparing fast casual choices). *Id.* ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “reasonably calculated, under all the circumstances, to apprise all class members of the proposed settlement.” *Roes*, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court



APPROVES the parties' revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.

Case No. 5:15-cv-05764

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.



MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.

Case No. 1:18-cv-20048

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. v. THE GAP, INC., ET AL.

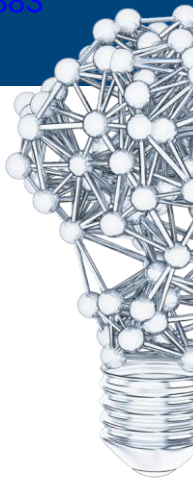
Case No. CGC-18-567237

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.

Case No. 3:13-cv-07871

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.



DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice...practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy



as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.



HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.

Case No. 1:15-cv-00912

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise



Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY v. TITFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will



receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (I), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.

Case No. 1:15-cv-08372

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.



IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION

MDL No. 2001/Case No. 1:08-wp-65000

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the

plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.



Exhibit B

Ex. B to Angeion Decl – Notice Email

To: [Class Member Email Address]
From: Claims Administrator
Subject: Notice of Kukorinis v. Walmart, Inc. Proposed Class Action Settlement

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

KUKORINIS V. WALMART INC., CASE NO. 8:22-CV-02402-VMC-TGW

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: All Persons who Purchased Weighted Goods and/or Bagged Citrus in-person at a Walmart retail store, supercenter, or neighborhood market in the United States or Puerto Rico (“Walmart Store”) from October 19, 2018 through and including [date preliminary approval order granted] (the “Settlement Class Period”).

YOU MAY BE ELIGIBLE FOR A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT. YOUR RIGHTS WILL BE AFFECTED BY THE SETTLEMENT.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Middle District of Florida, that a hearing will be held on _____, 2024, at _____, before the Honorable Virginia M. Hernandez Covington in Courtroom 14B of the Sam M. Gibbons United States Courthouse, 801 North Florida Avenue, Tampa, Florida 33602, for the purpose of determining (1): whether the proposed Settlement of this Action, reached between the parties, consisting of Forty-Five Million Dollars (\$45,000,000) (the “Class Settlement Amount”) in cash, as set forth in the Settlement Agreement dated November 15, 2023, should be approved as fair, reasonable, and adequate to Class Members; (2) whether the release by Class Members of claims as set forth in the Settlement Agreement should be authorized; (3) whether the proposed plan to distribute the Settlement proceeds is fair, reasonable, and adequate; (4) whether to approve Class Counsel’s request for an award of Attorneys’ Fees, Costs, and Expenses seeking fees up to, but not to exceed, 20% of the Class Settlement Amount, plus reimbursement of costs and expenses (which costs and expenses will not exceed \$200,000) incurred in connection with prosecuting the Action, plus any interest on such attorneys’ fees, costs, and expenses at the same rate and for the same periods as earned by the Class Settlement Fund (until paid); (5) whether this Action should be dismissed with prejudice against Walmart Inc.; and, (6) whether the Judgment and Order of Dismissal should be entered. The date, time, and location of the settlement hearing are subject to change without further notice; any change to the date, time or location of the settlement hearing will be posted on the Settlement website at www.WalmartWeightedGroceriesSettlement.com.

A Settlement was reached in a class action that alleged that persons who purchased in-person at Walmart Stores certain sold-by-weight meat, poultry, pork, and seafood products (called “Weighted Goods”) and certain organic oranges, grapefruit, tangerines, and navel oranges sold in

bulk in mesh or plastic bags (called “Bagged Citrus”) paid more than the lowest in-store advertised price for those products. Walmart denies these allegations and that it did anything wrong.

The Settlement website, www.WalmartWeightedGroceriesSettlement.com, contains product descriptions and a searchable list of UPC Codes for the Weighted Goods and Bagged Citrus, and examples of those products can be viewed in the FAQs and in the Plaintiff’s Amended Complaint on the Settlement website, www.WalmartWeightedGroceriesSettlement.com.

ADDITIONAL INFORMATION ABOUT THE CASE AND SETTLEMENT, INCLUDING HOW TO FILE A CLAIM, A COPY OF THE DETAILED NOTICE DISCUSSING THE SETTLEMENT AND YOUR RIGHTS, INFORMATION ABOUT THE WEIGHTED GOODS AND BAGGED CITRUS PRODUCTION, AND A COPY OF THE SETTLEMENT AGREEMENT ARE AVAILABLE AT:

www.WalmartWeightedGroceriesSettlement.com or call toll-free 1-833-987-9998.

If you are a Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Claim *online or, if mailed, postmarked, no later than _____, 2024*. No supporting documentation is required to be eligible to receive a payment: You may submit a claim even if you no longer have receipts. You can submit your Claim online at www.WalmartWeightedGroceriesSettlement.com. You may also download the Claim Form from the Settlement Website, or call the Claims Administrator **toll-free 1-833-987-9998** to get a paper copy of the Claim Form, and mail your Claim Form to the Claims Administrator. Unless the deadline is extended, your failure to submit your Claim by the above deadline will preclude you from receiving any payment from the Settlement.

If you are a Class Member and you desire to be excluded from the Class, you must submit a request for exclusion, such that it is *postmarked no later than _____, 2024*, in the manner and form explained in the detailed Notice, available at www.WalmartWeightedGroceriesSettlement.com. All Class Members who do not timely and validly request exclusion from the Class will be bound by any judgment entered in the Action. If you exclude yourself from the Class, you will not receive any payment from the Settlement.

If you are a Class Member and want to object to the Settlement or Class Counsel’s fee and expense application, the objection must be in the form and manner explained in the detailed Notice, which is available at www.WalmartWeightedGroceriesSettlement.com. Your objection must be mailed to each of the following recipients, such that *it is postmarked no later than _____, 2024*:

<p>Court Clerk: Clerk, United States District Court Middle District of Florida, Tampa Division 801 North Florida Avenue Tampa, Florida 33602</p>	<p>Class Counsel: Kimberly M. Donaldson-Smith Chimicles Schwartz Kriner & Donaldson-Smith, LLP 361 West Lancaster Avenue Haverford, PA 19041</p>	<p>Defense Counsel: Naomi G. Beer Greenberg Traurig, LLP 1144 15th Street, Ste. 3300 Denver, Colorado 80202</p>
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Ex. B to Angeion Decl – Notice Email

PLEASE DO NOT CONTACT THE COURT, THE CLERK’S OFFICE, WALMART, OR DEFENSE COUNSEL REGARDING THIS NOTICE. If you have any questions about the Settlement, you may contact Class Counsel at the address listed above. Additional information about the Settlement can be found at www.WalmartWeightedGroceriesSettlement.com or by calling toll-free 1-833-987-9998.

[Unsubscribe](#)

Exhibit C

Ex. C to Angeion Decl – Reminder Email

To: [Class Member Email Address]
From: Claims Administrator
Subject: Reminder Notice: File your Claim in the Kukorinis v. Walmart, Inc. Class Action Settlement

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

Claim Deadline Approaching for Walmart Class Action Settlement

The purpose of this notice is to remind you that if you Purchased Weighted Goods and/or Bagged Citrus in person, at a Walmart Store, in the United States or Puerto Rico, from October 19, 2018 through [DATE], you may be eligible for a cash payment from this class action settlement.

The Settlement website, www.WalmartWeightedGroceriesSettlement.com, contains product descriptions and a searchable list of UPC Codes for the Weighted Goods and Bagged Citrus and examples of those products can be viewed in the FAQs and in the Plaintiff's Amended Complaint, both on the Settlement website: www.WalmartWeightedGroceriesSettlement.com.

In order to share in the distribution of the Net Settlement Fund, you **must** timely submit a Claim Form online, or, if mailed, postmarked *no later than* _____, 2024.

No supporting documentation is required to be eligible to receive a payment: You may submit a Claim even if you no longer have receipts.

You can submit your Claim online at www.WalmartWeightedGroceriesSettlement.com. You may also download the Claim Form from the Settlement Website, or call the Claims Administrator toll-free 1-833-987-9998 to get a paper copy of the Claim Form, and mail your Claim Form to the Claims Administrator.

Unless the deadline is extended, your failure to submit your Claim by [DATE] will preclude you from receiving any payment from the Settlement.

[Unsubscribe](#)

Exhibit D

Legal Notice:
If you purchased certain **bagged citrus products** in a **Walmart** store, you may be eligible to receive a payment from a class action settlement.



[LEARN MORE](#)

Legal Notice:
If you purchased certain **meat, poultry, pork and seafood** products in a **Walmart** store, you may be eligible to receive a payment from a class action settlement.



[CLICK HERE TO LEARN MORE >>](#)

Exhibit E

Ex. E to Angeion Decl – Sample Social Media Ads



Angeion Group @AngeionGroup

Legal Notice: If you purchased certain bagged citrus products in a Walmart store, you may be eligible to receive a payment from a class action settlement.



WalmartWeightedGroceriesSettleme...
Walmart Weighted Groceries Settlement



Promoted



Angeion Group @AngeionGroup

Legal Notice: If you purchased certain meat, poultry, pork and seafood products in a Walmart store, you may be eligible to receive a payment from a class action settlement.



WalmartWeightedGroceriesSettleme...
Walmart Weighted Groceries Settlement



Promoted



Angeion Group @AngeionGroup

Legal Notice: If you purchased certain meat, poultry, pork and seafood products in a Walmart store, you may be eligible to receive a payment from a class action settlement.



WalmartWeightedGroceriesSettleme...
Walmart Weighted Groceries Settlement



Promoted

Ex. E to Angeion Decl – Sample Social Media Ads

Angeion Group
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Legal Notice: If you purchased certain bagged citrus products in a Walmart store, you may be eligible to receive a payment from a class action settlement.




WALMARTWEIGHTEDGROCERIESSETTLEMENT.COM
Walmart Weighted Groceries Settlement
Click here for more information.

[Learn more](#)

👍 Like 💬 Comment ➦ Share

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Sponsored · 🌐

Legal Notice: If you purchased certain meat, poultry, pork and seafood products in a Walmart store, you may be eligible to receive a payment from a class action settlement.



WALMARTWEIGHTEDGROCERIESSETTLEMENT.COM
Walmart Weighted Groceries Settlement
Click here for more information.

[Learn more](#)

👍 Like 💬 Comment ➦ Share

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Legal Notice: If you purchased certain meat, poultry, pork and seafood products in a Walmart store, you may be eligible to receive a payment from a class action settlement.



WALMARTWEIGHTEDGROCERIESSETTLEMENT.COM
Walmart Weighted Groceries Settlement
Click here for more information.

[Learn more](#)

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Exhibit F

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA

KUKORINIS V. WALMART INC., CASE NO. 8:22-CV-02402-VMC-TGW

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT



TO: All Persons who Purchased Weighted Goods and/or Bagged Citrus in-person at a Walmart retail store, supercenter, or neighborhood market in the United States or Puerto Rico ("Walmart Store") from October 19, 2018 through and including [date preliminary approval order granted] (the "Settlement Class Period").

YOU MAY BE ELIGIBLE FOR A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT. YOUR RIGHTS WILL BE AFFECTED BY THE SETTLEMENT.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Middle District of Florida, that a hearing will be held on _____, 2024, at _____, before the Honorable Virginia M. Hernandez Covington in Courtroom 14B of the Sam M. Gibbons United States Courthouse, 801 North Florida Avenue, Tampa, Florida 33602, for the purpose of determining (1) whether the proposed Settlement of this Action, reached between the parties, consisting of Forty-Five Million Dollars (\$45,000,000) (the "Class Settlement Amount") in cash, as set forth in the Settlement Agreement dated November 15, 2023, should be approved as fair, reasonable, and adequate to Class Members; (2) whether the release by Class Members of claims as set forth in the Settlement Agreement should be authorized; (3) whether the proposed plan to distribute the Settlement proceeds is fair, reasonable, and adequate; (4) whether to approve Class Counsel's request for an award of attorneys' Fees, Costs, and Expenses seeking fees up to, but not to exceed, 20% of the Class Settlement Amount, plus reimbursement of costs and expenses (which costs and expenses will not exceed \$200,000) incurred in connection with prosecuting the Action, plus any interest on such attorneys' fees, costs, and expenses at the same rate and for the same periods as earned by the Class Settlement Fund (until paid); (5) whether this Action should be dismissed with prejudice against Walmart Inc.; and, (6) whether the Judgment and Order of Dismissal should be entered. The date, time, and location of the settlement hearing are subject to change without further notice; any change to the date, time or location of the settlement hearing will be posted on the Settlement website at www.WalmartWeightedGroceriesSettlement.com.

A Settlement was reached in a class action that alleged that persons who purchased in-person at Walmart Stores certain sold-by-weight meat, poultry, pork, and seafood products (called "Weighted Goods") and certain organic oranges, grapefruit, tangerines, and navel oranges sold in bulk in mesh or plastic bags (called "Bagged Citrus") paid more than the lowest in-store advertised price for those products. Walmart denies these allegations and that it did anything wrong.

The Settlement website, www.WalmartWeightedGroceriesSettlement.com, contains product descriptions and a searchable list of UPC Codes for the Weighted Goods and Bagged Citrus, and examples of those products can be viewed in the FAQs and in the Plaintiff's Amended Complaint on the Settlement website, www.WalmartWeightedGroceriesSettlement.com.

ADDITIONAL INFORMATION ABOUT THE CASE AND SETTLEMENT, INCLUDING HOW TO FILE A CLAIM, A COPY OF THE DETAILED NOTICE DISCUSSING THE SETTLEMENT AND YOUR RIGHTS, INFORMATION ABOUT THE WEIGHTED GOODS AND BAGGED CITRUS PRODUCTION, AND A COPY OF THE SETTLEMENT AGREEMENT ARE AVAILABLE AT: www.WalmartWeightedGroceriesSettlement.com or call toll-free 1-833-987-9998

If you are a Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Claim **online or, if mailed, postmarked, no later than _____, 2024**. No supporting documentation is required to be eligible to receive a payment: You may submit a claim even if you no longer have receipts. You can submit your Claim online at www.WalmartWeightedGroceriesSettlement.com. You may also download the Claim Form from the Settlement Website, or call the Claims Administrator toll-free 1-833-987-9998 to get a paper copy of the Claim Form, and mail your Claim Form to the Claims Administrator. Unless the deadline is extended, your failure to submit your Claim by the above deadline will preclude you from receiving any payment from the Settlement.

If you are a Class Member and you desire to be excluded from the Class, you must submit a request for exclusion, such that it is **postmarked no later than _____, 2024**, in the manner and form explained in the detailed Notice, available at www.WalmartWeightedGroceriesSettlement.com. All Class Members who do not timely and validly request exclusion from the Class will be bound by any judgment entered in the Action. If you exclude yourself from the Class, you will not receive any payment from the Settlement.

If you are a Class Member and want to object to the Settlement or Class Counsel's fee and expense application, the objection must be in the form and manner explained in the detailed Notice, which is available at www.WalmartWeightedGroceriesSettlement.com. Your objection must be mailed to each of the following recipients, such that it is **postmarked no later than _____, 2024**:

Court Clerk:

Clerk, United States District
Court Middle District of Florida,
Tampa Division
801 North Florida Avenue
Tampa, Florida 33602

Class Counsel:

Kimberly M. Donaldson-Smith
Chimicles Schwartz Kriner &
Donaldson-Smith, LLP
361 West Lancaster Avenue
Haverford, PA 19041

Defense Counsel:

Naomi G. Beer
Greenberg Traurig, LLP
1144 15th Street, Ste. 3300
Denver, Colorado 80202

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, WALMART, OR DEFENSE COUNSEL REGARDING THIS NOTICE. If you have any questions about the Settlement, you may contact Class Counsel at the address listed above. Additional information about the Settlement can be found at www.WalmartWeightedGroceriesSettlement.com or by calling toll-free 1-833-987-9998.

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

VASSILIOS KUKORINIS,
individually and on behalf of all
others similarly situated,

Plaintiff,

v.

WALMART, INC.,

Defendant.

CASE NO. 8:22-CV-02402-VMC-TGW

[PROPOSED] ORDER
PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

WHEREAS, an action is pending before this Court entitled *Kukorinis v. Walmart Inc.*, No. 8:22-cv-02402-VMC-TGW (M.D. Fla.) (“Litigation”);

WHEREAS, Plaintiff has made application, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the Settlement of this Litigation, in accordance with a Stipulation and Agreement of Class Action Settlement dated as of November 15, 2023 (“Agreement” or “Settlement Agreement”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed Settlement of the Litigation and for dismissal of the Litigation with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and the Exhibits annexed thereto; and

WHEREAS, unless otherwise defined, all terms used herein have the same

meanings as set forth in the Settlement Agreement.

WHEREAS, the Court preliminarily finds that the proposed Settlement should be approved as:

- (i) the result of informed, serious, extensive arm's-length and non-collusive negotiations between experienced counsel following mediation under the direction of an experienced mediator;
- (ii) eliminating the risks to the Parties of continued litigation;
- (iii) has no obvious deficiencies;
- (iv) it does not provide undue preferential treatment to the Settlement Class Representative or segments of the Settlement Class; and
- (v) it appears to fall within the range of possible approval and is therefore sufficiently fair, reasonable, and adequate to warrant providing notice of the proposed Settlement to Settlement Class Members and further consideration of the Settlement at the Final Approval Hearing described below.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has reviewed the Settlement Agreement and preliminarily approves the Settlement set forth therein as fair, reasonable, and adequate to the Settlement Class, subject to further consideration at the Final Approval Hearing described below.

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for purposes of this Settlement only, the Court preliminarily certifies

the following Settlement Class: means all Persons who Purchased Weighted Goods and/or Bagged Citrus in-person at a Walmart retail store, supercenter, or neighborhood market in the United States or Puerto Rico (“Walmart Store”) during the Settlement Class Period. Excluded from the Settlement Class are: (1) the judges presiding over this Litigation and members of their direct families; (2) Walmart Inc.’s directors, officers, and executives; (3) Class Counsel; and (4) Settlement Class Members who submit a valid and timely Opt-Out Request approved by the Court.

3. The Court finds, for the purposes of the Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Class; (c) Plaintiff’s claims are typical of those of the Settlement Class; (d) Plaintiff and Class Counsel have fairly and adequately represented the Settlement Class’s interests and will continue to do so; (e) questions of law and fact common to Settlement Class Members predominate over any questions affecting only individual Settlement Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Plaintiff is preliminarily certified as Class Representative and Kimberly M. Donaldson-Smith, Nicholas E. Chimicles, and Zachary P. Beatty of Chimicles Schwartz Kriner & Donaldson-Smith, LLP is

preliminarily certified as Class Counsel.

Final Approval Hearing

5. A hearing (“Final Approval Hearing”) shall be held before this Court on _____, 2024 [a date approximately **XXX** calendar days from the date of this Order], at the United States District Court for the Middle District of Florida, Tampa Division, Sam M. Gibbons United States Courthouse, 801 North Florida Avenue, Tampa, Florida 33602, to determine: whether the proposed Settlement on the terms and conditions provided for in the Agreement is fair, reasonable, and adequate to the Settlement Class and should be approved; whether the proposed Judgment and Order of Dismissal should be entered; whether the Settlement Class should be finally certified for purposes of the Settlement only; whether Plaintiff and Class Counsel should be finally appointed as Class Representative and Class Counsel, respectively, for purposes of the Settlement only; the amount of Attorneys’ Fees, Costs, or Expenses to be awarded to Class Counsel; and, such other matters relating to this Settlement as may properly be before the Court.

6. The Court may adjourn the Final Approval Hearing, or hold the hearing electronically via Zoom, without further notice to Settlement Class Members, provided that the time or the date of the Final Approval Hearing shall not be set at a time or date earlier than the time and date set forth in ¶ 5 and any new date / time will be promptly posted on the Settlement Website upon being ordered.

7. The Court retains jurisdiction to consider all applications arising out of or connected with the proposed Settlement.

8. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

Notice and Claims Administration

9. Pursuant to Fed. R. Civ. P. 23(c), the firm of Angeion Group is hereby appointed to supervise and administer the Notice Plan as well as the processing of Claims as more fully set forth below (“Claims Administrator”).

10. The Notice Plan, including the form of the notices and methods for notifying the Settlement Class of the Settlement and its terms and conditions, and the Attorneys’ Fees, Costs and Expenses to be sought by Class Counsel:

- a. meet the requirements of the Federal Rules of Civil Procedure (including Rules 23(c)-(e)) the United States Constitution (including the Due Process Clause), and the Rules of this Court;
- b. constitute the best notice to Settlement Class Members practicable under the circumstances;
- c. are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of (i) the proposed Settlement of this Litigation; (ii) their right to exclude themselves from the Class; (iii) their right to object to any aspect of the proposed Settlement; (iv) their right to appear at the Final Approval Hearing, either on their own or through counsel hired at their own expense, if they did not exclude themselves from the Settlement Class; and (v) the binding effect of the proceedings,

rulings, orders and judgments in this Litigation, whether favorable or unfavorable, on all persons not excluded from the Settlement Class; and,

- d. are reasonable and constitute due, adequate and sufficient notice to all Persons entitled thereto.

11. Not later than **XX** Days after the Court signs and enters this Order (the “Notice Date”), the Claims Administrator shall:

- a. commence dissemination of direct notice as set forth in the Notice Plan;
- b. commence digital and media notice as set forth in the Notice Plan;
- c. cause the Settlement Website (www.WalmartWeightedGroceriesSettlement.com) to go live and post on the Settlement Website the Settlement Agreement and exhibits, including the Notice and Claim Form, substantially in the form of Exhibits 1A and 1B, hereto.

12. Not later than **XX** Days after the Court signs and enters this Order, the Claims Administrator shall cause the publication over PRNewswire the Summary Notice substantially in the form of Exhibit 1C, hereto, and publish notice of the Settlement in *People Magazine*, as set forth in the Notice Plan.

13. At least seven (7) Days prior to the Final Approval Hearing, Class Counsel shall serve on Walmart’s Counsel and file with the Court proof, by affidavit or declaration, of effectuating the Notice Plan in accordance with ¶¶9-12.

14. All Notice and Administration Costs shall be paid promptly and on a

non-recourse basis from the Class Settlement Fund upon Class Counsel's receipt of invoices from the Claims Administrator. All Taxes and Tax Expenses shall be paid promptly and on a non-recourse basis from the Class Settlement Fund.

Effect of the Judgment and Order of Dismissal

15. All Settlement Class Members (which excludes Persons who timely and validly request exclusion pursuant to ¶ 23 below) shall be bound by all determinations and judgments in the Litigation concerning the Settlement, including, but not limited to, the Releases provided for therein, whether favorable or unfavorable to the Settlement Class regardless of whether such Persons seek or obtain by any means, including, without limitation, by submitting a Claim Form or any similar document, any distribution from the Class Settlement Fund or the Net Class Settlement Fund.

Claim Form

16. Class Members who wish to participate in the Settlement shall complete and submit a Claim Form (Exhibit 1B hereto) in accordance with the terms of the Settlement Agreement and the instructions contained in the Claim Form.

17. Unless the Court orders otherwise, all Claim Forms must be postmarked or submitted electronically no later than XXX Days from the Notice Date.

18. Any Settlement Class Member who files a Claim Form shall reasonably cooperate with the Claims Administrator, including by promptly responding to any inquiry made by the Claims Administrator. Any Settlement Class Member who does not timely submit a Claim Form within the time provided for, shall be barred from sharing in the distribution of the proceeds of the Class Settlement Fund but shall

nonetheless be bound by entry of the Judgment by the Court. Notwithstanding the foregoing, Class Counsel may, in its discretion, accept late-submitted Claims for processing by the Claims Administrator so long as distribution of the Net Class Settlement Fund to Approved Claimants is not materially delayed thereby, but shall not incur any liability for declining to do so.

19. The Claim Form submitted by each Settlement Class Member must satisfy the following conditions, unless otherwise ordered by the Court: (i) it must be properly completed, signed and submitted in a timely manner; (ii) to the extent applicable, it must be accompanied by adequate supporting documentation as identified in Claim Form; (iii) if the person executing the Claim Form is acting in a representative capacity, a certification of his, her, or its current authority to act on behalf of the Settlement Class Member must be included therein; (iv) it must be complete and contain no material deletions or modifications of any of the printed matter contained therein; and (v) it must be signed under penalty of perjury.

20. Once the Claims Administrator has considered a timely submitted Claim Form, it shall determine whether such Claim is valid, deficient, or rejected. For each Claim determined to be either deficient or rejected, the Claims Administrator shall notify the Settlement Class Member of the deficiencies (“Deficiency Notice”) and give the Settlement Class Member twenty-one (21) Days to cure the deficiencies by informing the Claims Administrator of the reasons the Claimant contests the rejection along with supporting documentation. The Deficiency Notice shall be sent via e-mail, unless the Claimant did not provide an e-mail address, in which case it shall be sent

via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Claims Administrator, fails to do so, the Claims Administrator shall notify the Settlement Class Member of that determination within a reasonable time. The Settlement Administrator may consult jointly with Class Counsel and Defense Counsel in making such determinations. The Deficiency Notice will inform the Claimant that if an issue concerning a Claim cannot otherwise be resolved, the Claimant may thereafter present the request for review to the Court.

21. No discovery shall be allowed on the merits of the Action or the Settlement in connection with processing any Claim Form.

22. As part of the Claim Form, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the Claim submitted, and shall, upon the Effective Date, release all Released Claims as provided in the Settlement Agreement.

Request for Exclusion

23. Any Person falling within the definition of the Settlement Class may, upon request, be excluded or “opt out” from the Settlement Class.

- a. Any such Person must submit to the Claims Administrator a request for exclusion (“Opt-Out Request”), by First-Class Mail such that it is postmarked no later than twenty-one (21) calendar days before the Final Approval Hearing (“Opt-Out Deadline”).
- b. An Opt-Out Request must (i) be signed; (ii) state the full name, current address, email address, and telephone number of the Person requesting

Exhibit 1 to Settlement Agreement
EXECUTION VERSION

exclusion; and (iii) contain a statement that the Person wishes to be excluded from the Settlement Class. The Opt-Out Request shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

- c. The Claims Administrator may invalidate mass-generated Opt-Out Requests. “Mass” or “class” requests for exclusion will not be allowed unless signed by each Settlement Class Member who seeks to opt out.
- d. All Persons who submit valid and timely Opt-Out Request in the manner set forth in this paragraph shall have no rights under the Settlement Agreement, shall not share in the distribution of the Net Class Settlement Fund, and shall not be bound by the Settlement Agreement or any Final Judgment. Walmart retains any defenses to such excluded claims
- e. Settlement Class Members may not submit both an Opt-Out Request and a Claim Form. If a Settlement Class Member submits both an Opt-Out Request and a Claim Form, the Claim Form will govern and the Opt-Out Request will be considered invalid.
- f. The Claims Administrator shall maintain a list of persons who have submitted Opt-Out Requests and shall provide such list to the Parties on a weekly basis. Seven (7) days after the Opt-Out Deadline, the Claims Administrator shall provide to counsel for Defendant and Class Counsel a complete list of the names and addresses of the members of the

Settlement Class who have opted out.

Commenting on or Objecting to the Settlement

24. A Settlement Class Member who does not submit a timely and valid Opt-Out Request may comment on or object to the Settlement on or before twenty-one (21) calendar days before the Final Approval Hearing (the “Objection Deadline”) by: (i) filing such objections, papers, and briefs with the Clerk of the United States District Court for the Middle District of Florida, Tampa Division, Sam M. Gibbons United States Courthouse, 801 North Florida Avenue, Tampa, Florida 33602, and (ii) serving by first-class mail copies of the same papers upon Counsel for the parties:

Kimberly M. Donaldson-Smith
Chimicles Schwartz Kriner & Donaldson-Smith, LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041

and

Naomi G. Beer
Greenberg Traurig, LLP
1144 15th Street, Ste. 3300
Denver, Colorado 80202

25. The objection must (a) be personally signed by the Settlement Class Member; and, (b) include the following information: (i) the full name, current address, and current telephone number of the Settlement Class Member; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of the position the objector wishes to assert, including the factual and legal grounds for the position and objection; and (iv) copies of any other documents that the objector wishes

to submit in support of his/her/its position. In addition, the objecting Settlement Class Member must identify any previously filed objections filed by the Settlement Class Member and/or his/her/its counsel in any state or federal court. This listing must contain (i) the name of the case; (ii) the case number; (iii) the court in which the objection was filed; and (iv) the outcome of the objection.

26. The objection must be filed with the Court and received (not just postmarked) by the Parties' Counsel on or before the Objection Deadline.

27. The Court will consider a Settlement Class Member's objection only if the Settlement Class Member has complied with the above requirements.

28. Any Settlement Class Member who does not provide a notice of intention to appear in complete accordance with the deadlines and other specifications set out in the Notice, and who has not filed an objection in complete accordance with the deadlines and other specifications set forth in this Settlement and the Notice, subject to the approval of the Court, will be deemed to have waived any objections to the Settlement and can be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

29. Settlement Class Members who do not file and serve timely written objections in accordance with the procedures set forth above will be deemed to have waived any objections to the Settlement and are forever foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, or any aspect of the Settlement, or any aspect of the settlement, including, without limitation, the fairness, reasonableness, or adequacy of the proposed settlement, or any award of Attorneys'

Fees, Costs or Expenses.

30. Attendance at the Final Approval Hearing is not necessary. Subject to approval of the Court, any objecting Settlement Class Member may appear in person or by counsel at the Final Approval Hearing to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any petition for Attorneys' Fees, Costs, and Expenses. Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing must, by the Objection Deadline, file with the Court a written notice of objection and a notice of intention to appear at the Final Approval Hearing. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her/its counsel) will present to the Court at the Final Approval Hearing.

Escrow Account

31. All funds held by the Escrow Agent in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Settlement Agreement, Judgment, and/or further order(s) of the Court.

Filings in Support of the Settlement

32. All opening briefs and supporting documents in support of the Settlement and Plaintiff's Attorneys' Fees, Costs, and Expenses, shall be filed and served by a date thirty-five (35) Days before the Final Approval Hearing. Replies to any objections shall be filed and served a date seven (7) Days before the Final Approval

Hearing.

Notice and Claims Administration Expenses

33. All reasonable expenses incurred in identifying and notifying Class Members, as well as administering the Escrow Account and Class Settlement Fund, shall be paid as set forth in the Settlement Agreement. If the Settlement is not approved by the Court or the Effective Date otherwise does not occur, neither Plaintiff nor its Counsel shall have any obligation to repay any amounts incurred and properly disbursed pursuant to ¶¶5.2(a)-(b) of the Stipulation.

No Admissions

34. Neither this Order, the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed an admission or concession by any Party or its counsel, of any fault, liability or wrongdoing whatsoever, as to any facts or claims alleged or asserted in the Litigation, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding.

35. Neither this Order, the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be used by any person in the Litigation, or in any other action or proceeding, whether civil, criminal, or administrative, in any court, administrative agency, or other tribunal, except in connection with any proceeding to enforce the terms of the Stipulation. The Released Parties and each of their counsel may file the Settlement Agreement and/or the Judgment in any action that may be brought against them in order to support a

defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

Additional Matters

36. If the Settlement and Settlement Agreement are not approved or consummated for any reason whatsoever, the Settlement, Settlement Agreement, and all proceedings had in connection therewith shall be without prejudice to the rights of the Parties *status quo ante* as set forth in ¶17.1 of the Stipulation.

37. Until otherwise ordered by the Court, the Court stays all proceedings in the Litigation other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and Settlement Agreement. Pending final determination of whether the proposed Settlement should be approved, neither Plaintiff nor any Settlement Class Member, directly or indirectly, representatively, or in any other capacity, shall commence or prosecute against Walmart, any action or proceeding in any court or tribunal asserting any of the Released Claims.

38. The Court retains exclusive jurisdiction over the Litigation to consider all further matters arising out of or connected with the Settlement.

IT IS SO ORDERED.

DATED: _____

VIRGINIA M. HERNANDEZ COVINGTON
UNITED STATES DISTRICT JUDGE