

**UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND**

NORTH COUNTRY STORE, individually and on behalf of a class of all persons or entities who are similarly situated,

Plaintiff,

v.

UNITED NATURAL FOODS, INC.,

Defendant.

Civil Action

No. 1:19-cv-00052-WES-LDA

NOTICE OF CLASS ACTION SETTLEMENT

If you paid fuel charges to UNITED NATURAL FOODS, INC. or to any of its affiliated or related companies you may be entitled to a payment from a class action settlement

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

- Plaintiff has sued United Natural Foods, Inc. alleging United Natural Foods, Inc. and its affiliated or related entities improperly charged “Fuel Charges”, “Fuel Surcharges”, or substantively similar fees or charges to certain customers (collectively, the “Fees”). The named Class Representative in a lawsuit against defendant in Rhode Island has filed this action for purposes of settlement.
- United Natural Foods, Inc. denies all allegations and claims in the lawsuit, denies any wrongdoing or liability, and opposes contested class action status of the lawsuit. United Natural Foods, Inc. has agreed to settle to avoid burdensome and costly litigation and disruption to its business operations. The Settlement is not an admission of wrongdoing, and this Notice does not mean the Court has expressed any opinion as to the merits of any claim or defense.
- The Court has conditionally allowed the lawsuit to proceed as a class action for settlement purposes only on behalf of certain customers who paid United Natural Foods, Inc. (including certain affiliated or related entities, as discussed below) (collectively "United Natural Foods, Inc.") Fees at any time between November 9, 2012 to April 30, 2020 (the "Class Period").
- If you received notice regarding this Settlement, the parties believe you may be a Class Member.
- The "Settlement Class" is specifically defined as all customers in the United States that paid Defendant one or more of the Fees at any time within the Class Period. Excluded from the

QUESTIONS? CALL 1- (833) 425-0303 or VISIT www.FuelSurchargesSettlement.com

Settlement Class are: (1) any individual or entity currently in bankruptcy, (2) any individual or entity whose obligations were discharged in bankruptcy, (3) any judicial officer who has presided over the Litigation, and (4) Whole Foods Market, Inc.

- This Class Action Settlement was reached after significant litigation and mediation before an experienced class action mediator.
- The United States District Court for the District of Rhode Island, has examined the proposed Class Action Settlement Agreement and Release and has made a preliminary determination that the Settlement is fair, reasonable, and adequate for the full and final resolution of the claims of the Settlement Class. A full copy of the Class Action Settlement Agreement and Release can be found at www.FuelSurchargesSettlement.com.
- **Your legal rights are affected whether you act or do not act. The deadlines to exercise these rights are explained in this Notice. Read carefully:**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a payment from the Settlement is to timely submit a valid Claim Form.
EXCLUDE YOURSELF	The only way to exclude yourself from the Settlement and the Settlement Class (or “opt-out”) is to provide timely written notice. If you opt out, you will not receive the benefits of this Settlement, including that you will give up your right to seek payment from the Settlement, but this is the only option that allows you to ever be part of any other lawsuit against United Natural Foods, Inc. about the Fees and legal claims in this case.
OBJECT	Write to the Court about why you do not like the Settlement
DO NOTHING	If you do nothing you will not receive a payment from the Settlement, but you still will give up your right to sue United Natural Foods, Inc. about the legal claims in this case (unless you exclude yourself). To receive a payment, you must submit a Claim Form.

The following provides a detailed description about the proposed Class Settlement and the rights you have if you are a Settlement Class Member, the benefits available under the Settlement and how you can get the benefits, including the relevant deadlines and requirements.

QUESTIONS? CALL 1- (833) 425-0303 or VISIT www.FuelSurchargesSettlement.com

BASIC INFORMATION

1. Why did I get this Notice?

You may have paid United Natural Foods, Inc. one or more Fees during the applicable time period, and the parties believe you to be a Class Member.

The case has been settled, and the Court has ordered that this Notice be provided to you because you have a right to know your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, an administrator appointed by the Court will make settlement payments to everyone who submitted a valid Claim.

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

The Court in charge of the case is the United States District Court for the District of Rhode Island. The judge in this case is the Chief United States District Judge William E. Smith.

The Court has approved the Plaintiff's counsel's selection of the Settlement Administrator.

2. What is a class action?

In a class action, one or more plaintiffs, called "Class Representatives" (in this case, the Plaintiff), sue on behalf of all people and companies that have similar claims. All these other people and companies are "Class Members." One court resolves the issues for all Class Members, except those who voluntarily exclude themselves from the Class. This case has been certified as a class action solely for purposes of this Settlement. United Natural Foods, Inc. contends that, for any purpose other than the Settlement, these and similar cases are not appropriate for class action treatment.

3. What is this lawsuit about?

The lawsuit claims that United Natural Foods, Inc. charged and collected certain "Fees" which were excessive and unlawful. According to Plaintiff, by doing these things, United Natural Foods, Inc. breached the contracts that some of its customers entered into and/or violated state statutory and common law. United Natural Foods, Inc. denies that it did anything wrong and contends that its charging and collection of "Fees" has always been appropriate and proper. The Court has not found that United Natural Foods, Inc. did anything wrong. The Class Action Complaint has more information about the lawsuit and is available online at www.FuelSurchargesSettlement.com.

"Plaintiff's Claims" are described in the Settlement Agreement to mean: any and all claims, actions, causes of action, demands, rights, and suits of whatever kind or nature whatsoever, including without limitation any and all damages, debts, losses, costs, expenses, penalties, attorneys' fees, expert fees and interest, whether known or unknown, suspected or unsuspected, assigned or unassigned, asserted or unasserted, whether as individual claims or claims asserted on a class basis or on behalf of the general public, Plaintiff or any member of the Settlement Class brought or could have brought against Defendant in the Litigation or in any similar case in a court

QUESTIONS? CALL 1- (833) 425-0303 or VISIT www.FuelSurchargesSettlement.com

of competent jurisdiction, arising out of, based upon, or related to any of the Fees, including, but not limited to claims (whether based in contract, tort, common law, statute, or any other legal or equitable theory), arising out of or relating to, directly or indirectly, the negotiation, implementation, disclosure, advertisement, maintenance, calculation, assessment, methodology, modification, presentation, representation, suppression, charging, collection and/or payment of the Fees, or which in any way otherwise regard or directly or indirectly relate to any of the Fees

4. Why is there a Settlement?

The Court did not decide in favor of either side. United Natural Foods, Inc. expressly denies any liability or wrongdoing associated with the lawsuit claims. Instead, both sides agreed to a compromise settlement to avoid the cost and risk of continued litigation in multiple venues, including trials and subsequent appeals, and the disruption to United Natural Foods, Inc.'s business operations resulting from protracted litigation. Settlement also ensures that the people and businesses affected will get compensation. In return, United Natural Foods, Inc. gets a general release of all claims which were or could have been asserted in the lawsuit related to the conduct at issue. The Class Representatives and Class Counsel believe the Settlement is in the best interests of everyone affected.

WHO IS IN THE SETTLEMENT

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

The Court has certified a Settlement Class defined as:

All customers in the United States that paid Defendant one or more of the Fees at any time within the Class Period. Excluded from the Settlement Class are: (1) any individual or entity currently in bankruptcy, (2) any individual or entity whose obligations were discharged in bankruptcy, (3) any judicial officer who has presided over the Litigation, and (4) Whole Foods Market, Inc. At times, a member of the Settlement Class may be referred to as "Settlement Class Member."

The term "Defendant" means United Natural Foods, Inc., its parent companies, operating subsidiaries, operating companies, divisions and all affiliated or related entities, and each and all of their respective predecessors, successors, direct and indirect parents and subsidiaries, acquired companies, divisions, related or affiliated entities, and any entity in which any of them have a controlling interest, and for each and every above referenced entity, its respective past, present, and future shareholders, directors, managers, officers, employees, agents, attorneys, insurers, coinsurers, reinsurers, and each and all of their respective successors, predecessors, assigns and legal representatives

The term "Class Period" means from November 9, 2012 to April 30, 2020.

If you received a written Notice regarding the Settlement, then the parties believe that you may be a Member of the Class based upon United Natural Foods, Inc.'s records.

QUESTIONS? CALL 1- (833) 425-0303 or VISIT www.FuelSurchargesSettlement.com

6. What if I paid the Fees only once?

You still are a Class Member even if you paid only one invoice with any of the “Fees” during the Class Period.

7. What if I’m still not sure if I am included?

If you still are not sure whether you are included in the Settlement as a Class Member, you can get additional information www.FuelSurchargesSettlement.com, or free assistance by calling the Settlement Administrator appointed by the Court at 1-833-425-0303 or emailing at info@FuelSurchargesSettlement.com.

THE SETTLEMENT BENEFITS – WHAT YOU CAN GET

8. What does the Settlement provide?

United Natural Foods, Inc. has agreed to establish an all-inclusive Settlement Fund of \$1,850,000. This fund will be used to pay Class Members who submit timely and valid Claims, after any Court approved amounts for attorneys’ fees, Class Representative incentive awards, administration costs, and reimbursed litigation expenses are paid from the Settlement Fund. This remaining amount is referred to as the “Net Settlement Fund.”

9. What can I get from the Settlement?

If you are a Class Member who submits a timely and valid Claim Form (and does not file a valid and timely opt-out), you will get a settlement check representing a portion of the Fees you paid.

The portion you receive will be equitably determined on a pro-rata basis by the Settlement Administrator. The total amount of the Fees you paid as a percentage of the total amount of Fees paid by all Class Members who submit timely and valid Claims will determine your percentage share of the Net Settlement Fund. The total amount of your payment will depend on how many other Class Members submit timely and valid Claims.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

10. How can I get a payment?

To qualify for payment, you must send in a Claim Form by no later than **75 days after the Court has entered a Final Approval Order**. The claim form is attached as Exhibit A and available at www.FuelSurchargesSettlement.com. If you choose not to submit your Claim Form online, you must mail a paper claim form to the Settlement Administrator appointed by the Court and postmark by no later than **75 days after the Court has entered a Final Approval Order**. To receive a paper copy of the Claim Form or to receive instructions on submitting a paper Claim Form, please

QUESTIONS? CALL 1- (833) 425-0303 or VISIT www.FuelSurchargesSettlement.com

contact the Settlement Administrator by phone at 1-833-425-0303 or emailing at info@FuelSurchargesSettlement.com.

11. What if I have multiple locations?

Submit only one Claim Form, even if you had multiple locations serviced by United Natural Foods, Inc.

12. When would I get my payment?

The Court will hold a hearing on **August 10, 2020 at 2:00 pm** at the United States District Court, District of Rhode Island, to decide whether to approve the Settlement. If the Court approves the Settlement after that, and if anyone filed an objection, there could be appeals. If there are any appeals, this could delay payment of Claims, possibly for more than a year. Updates will be provided online at www.FuelSurchargesSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I request to be excluded from the Class?

To exclude yourself from the Settlement (“opt-out”), you must send a letter by U.S. mail stating that you want to be excluded from the Settlement Class of “*North Country Store v. United Natural Foods, Inc.*, Case No. 1:19-cv-00052-WES-LDA.” You also must include your name, address, telephone number, and signature.

You must mail your exclusion request to be delivered no later than **July 20, 2020** to each of the following:

Defendant’s Counsel	Plaintiff’s Counsel	Settlement Administrator
R. Eric Bilik McGuireWoods LLP Bank of America Tower 50 North Laura Street Suite 3300 Jacksonville, FL 32202-3661	Oscar M. Price, IV Price Armstrong, LLC 2226 1st Avenue S Suite 105 Birmingham, AL 35233	UNFI Settlement Administrator Class Action Opt-Out PO Box 58220 Philadelphia, PA 19102

You cannot exclude yourself by phone or by email. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the Settlement. If you timely and appropriately ask to be excluded, you will not be bound by the Settlement and your claims, if any, against United Natural Foods, Inc. will not be released.

14. If I remain in the Class, what claims are being released?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against United Natural Foods, Inc.

QUESTIONS? CALL 1- (833) 425-0303 or VISIT www.FuelSurchargesSettlement.com

regarding the claims and subject matter in this lawsuit. It also means that the Settlement Agreement and all of the Court's orders will legally bind you.

The complete release language from the Settlement Agreement is as follows: any and all claims, actions, causes of action, demands, rights, and suits of whatever kind or nature whatsoever, including but not limited to Plaintiff's Claims as defined above, claims for damages, equitable, legal and administrative relief, interests, penalties, fees, costs, debts, demands, losses, liabilities or rights, whether based on federal, state, or local laws, statutes or ordinances, regulations, contracts, common law or any other source, known or unknown, suspected or unsuspected, whether or not concealed or hidden, assigned or unassigned, asserted or unasserted, whether as individual claims or claims asserted on a class basis or on behalf of the general public, that Plaintiff or any member of the Settlement Class has, had or have against Defendant regarding the Fees, including without limitation, claims for breach of contract, claims for injunctive or declaratory relief, and claims for violation of any state or federal statutes, rules, or regulations, including without limitation any common law or statutory claims for unlawful, unconscionable, unfair, deceptive, or fraudulent business practices or false advertising arising out of, based upon, or related to the facts, transactions, events, occurrences, acts, practices, or omissions that were alleged or could have been alleged in the Litigation or in any similar case in a court of competent jurisdiction, including without limitation, those arising out of or relating to, directly or indirectly, the negotiation, implementation, disclosure, advertisement, maintenance, calculation, assessment, modification, presentation, representation, suppression, charging, collection and/or payment of the Fees, or which in any way otherwise regard or directly or indirectly relate to any of the Fees.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, you will get no money from the Settlement and will release all of your Claims as discussed above.

16. Do I have a lawyer in this case?

Yes. The Court has appointed the law firms of Price Armstrong LLC and Enright Law LLC to represent you and other Class Members as Plaintiff's Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense, but you are not required to do so.

17. How will the lawyers and Settlement Administrator be paid?

Under the terms of the Settlement, the appointed lawyers acting as Plaintiff's Class Counsel can ask the Court for attorneys' fees up to one-third of the Settlement Fund, and for reimbursement of actual and reasonable litigation expenses they have incurred up. This award is to compensate the two separate law firms for the work they spent in pursuing the class action and the risk they took that no resolution would ever be reached. The appointed lawyers may also seek payments up to \$15,000 for the Class Representative, to compensate it for its time and effort in bringing these lawsuits.

QUESTIONS? CALL 1- (833) 425-0303 or VISIT www.FuelSurchargesSettlement.com

All costs of the Settlement Administrator to administer the Settlement and to provide Notice to the Settlement Class will be paid from the Settlement Fund. The Settlement Administrator estimates that the costs of Notice and administration of the Class Settlement will not exceed \$100,000, including: the costs of administering the Settlement, all costs of providing Notice to the Settlement Class, all costs associated with creating, administering, maintaining, and hosting the Settlement Website, and all costs of allocation and distribution of funds to the Settlement Class paid out of the Settlement Fund.

Members of the Settlement Class are not personally liable for any such fees and expenses.

OBJECTING TO THE SETTLEMENT

18. How do I object to the Court if I don't like the Settlement?

If you are a Class Member, you may object to any part of the Settlement you do not like, and the Court will consider your views. You must submit any objection in writing and must provide evidence of your membership in the Class. The procedures for submitting written objections are set out below.

A written objection (and any support for it) must be filed with the Clerk of Court and received no later than July 20, 2020 (the "Objection Deadline") by all of the following:

Defendant's Counsel	Plaintiff's Counsel	Court
R. Eric Bilik McGuireWoods LLP Bank of America Tower 50 North Laura Street Suite 3300 Jacksonville, FL 32202-3661	Oscar M. Price, IV Price Armstrong, LLC 2226 1st Avenue S Suite 105 Birmingham, AL 35233	Clerk of Court One Exchange Terrace Federal Building and Courthouse Providence, RI 02903

If you hire an attorney in connection with making an objection, that attorney must file with the Court and serve on the counsel identified above a notice of appearance. **The notice of appearance must be filed with the Court and received by the three addressees above via US Mail or another carrier no later than the Objection Deadline.** If you do hire your own attorney, you will be responsible for payment of all fees and expenses that the attorney incurs on your behalf.

If you want to object, you must file your objection in writing to the Court. Your objection must include:

- a. a caption or title that identifies it as "Objection to Class Settlement in *North Country Store v. United Natural Foods, Inc.*, Case No. 1:19-cv-00052-WES-LDA."
- b. your full name, signature, title, home and business addresses, home, and business telephone numbers;
- c. a copy of your contract(s), invoice(s) or purchase order(s) with United Natural Foods, Inc. and the date you entered into a contract or purchase order with United Natural Foods, Inc. (or other information sufficient to identify your contract, invoice or purchase order);

QUESTIONS? CALL 1- (833) 425-0303 or VISIT www.FuelSurchargesSettlement.com

- d. a notice of intention to appear, either in person or through an attorney, with the name, address, and telephone number of the attorney, if any, who will appear;
- e. certification that you are a member of the Settlement Class;
- f. a statement of each objection you assert;
- g. a detailed description of the facts underlying and supporting each objection you assert;
- h. a detailed description of the legal authorities, if any, underlying and supporting each objection you assert;
- i. copies of exhibits and/or affidavits, if any, you may offer during the final approval hearing, if any;
- j. a list of all witnesses, if any, you may call to testify at the final approval hearing, along with a summary of each witness's anticipated testimony; and
- k. the signature, full name, firm name, and business address of all attorneys who have any financial interest in your objection or who represent (or have represented) you in this or matter concerning similar allegations.

If you make a written objection to the Settlement as set out above, you may request to speak — either in person or through an attorney hired at your own expense — at the Final Fairness Hearing the Court has set, to consider whether to give final approval to the Settlement Agreement. You are not required to attend the Hearing. Lack of attendance at the Final Fairness Hearing will not prevent the Court from considering your objection. If you (or your attorney) intend to speak at the Final Fairness Hearing, you must file with the Court and serve on the parties' counsel identified above a notice of intent to appear, and your attorney (if you hire one) must file a notice of appearance with the Clerk of Court. Again, the notice of intent to appear must be filed with the Court, and received by the parties' counsel above, no later than the Objection Deadline.

If you do not file an objection as described above, you will be deemed to have waived any and all objections to the Settlement, to have consented to the Court's certification of and jurisdiction over the Settlement Class, and to have released your claims as set out above and defined in the Settlement Agreement (which is available online at www.FuelSurchargesSettlement.com).

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing at 2:00 pm on August 10, 2020 in the United States District Court, District of Rhode Island, One Exchange Terrace, Federal Building and Courthouse, Providence, RI 02903. At this Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. You are not required to attend the Hearing, but may do so if you wish. If there are objections that have been submitted in writing in advance of the Hearing, the Court will consider them. The Court will listen to people who have made a prior written request to speak at the Hearing. The Court will also decide whether to pay Class Counsel the amount they are requesting for attorneys' fees and reimbursement of litigation expenses, as well as Class Representative awards. After the Hearing, the Court will decide whether to grant final approval of the Settlement.

QUESTIONS? CALL 1- (833) 425-0303 or VISIT www.FuelSurchargesSettlement.com

20. What if the proposed Settlement is not approved?

If the proposed Settlement is not granted final approval, the Settlement Class that has been preliminarily approved will be decertified, the actions compromising the Litigation will proceed as if the Settlement had not been entered into, and the Settlement shall not be valid or enforceable.

HOW DO I GET MORE INFORMATION

21. Are there more details about the Settlement?

This Notice is just a summary, and you are entitled, if you wish, to read the entire Settlement Agreement. The Settlement Agreement and some other documents filed in this lawsuit can be found online at www.FuelSurchargesSettlement.com.

22. How do I get more information?

You can email the Settlement Administrator at info@FuelSurchargesSettlement.com, call at 1-833-425-0303 or write at:

UNFI Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

You can also visit the website at www.FuelSurchargesSettlement.com where you will find answers to some common questions.

Please **do not** contact the Court or Clerk of Court with any questions regarding this case.