

**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

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between Defendant United Natural Foods, Inc., on behalf of the “Defendant” defined below, and Plaintiff North Country Store (“Plaintiff”), Plaintiff agreeing on behalf of itself and the Settlement Class defined herein, subject to approval by the Court. Plaintiff and Defendant are hereafter sometimes collectively referred to as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, the above-captioned lawsuit is comprised of the Parties and claims alleged or that could have been alleged regarding the “Fees” (as defined herein) in a putative class action lawsuit (the “Litigation”).

WHEREAS, Plaintiff has asserted contract, tort, statutory, equitable and/or injunctive claims, on its own behalf and on behalf of a putative class of persons similarly situated, seeking monetary damages and other relief on behalf of classes of persons and entities who paid “Fuel Charges” and/or “Fuel Surcharges” to Defendant or its affiliates and subsidiaries.

WHEREAS, Defendant denies all allegations of wrongful conduct and damages, denies liability to Plaintiff or the putative class, asserts that its conduct and practices are lawful and proper,

and asserts numerous procedural and substantive defenses to Plaintiff's claims, and Defendant further denies that this Litigation satisfies the requirements to be tried as a class action under the state and federal rules and requirements for class certification applicable to the claims brought by Plaintiff.

WHEREAS, the Parties have engaged in extensive arm's length negotiations concerning the claims alleged, the defenses presented, and the potential risk and uncertain outcomes of continued litigation for all Parties, as part of a protracted mediation process.

WHEREAS, Plaintiff, through its counsel, has conducted a thorough investigation of the facts and claims alleged herein through extensive litigation and as part of the mediation process and, having taken into account the sharply contested issues involved in this Litigation, the risks and costs to the Settlement Class of continued litigation and attendant appeals, the possibility that a contested class might not be certified, and if certified, the possibility that such certification would be reversed on appeal, the risk that Plaintiff and the proposed class may recover no damages or substantially less damages than the amounts sought in the Litigation, other uncertain outcomes of continued litigation and attendant appeals, and the substantial relief to be provided to the Settlement Class pursuant to this Settlement Agreement, Plaintiff believes a settlement on the terms set forth in this Settlement Agreement is fair, equitable, and in the best interests of the Settlement Class, and has thus agreed to settle this Litigation on the terms set forth herein.

WHEREAS, Defendant, though expressly disclaiming any liability or wrongful conduct, but nonetheless recognizing the expense and uncertainty of continued litigation and appeals, and the attendant disruption to business operations and distraction of further litigation, desires to resolve this Litigation to avoid further expense, to eliminate risk, and to resolve all claims brought

by Plaintiff on its own behalf and on behalf of the Settlement Class on the terms set forth in this Settlement Agreement and has thus agreed to settle this Litigation.

WHEREAS, Plaintiff and Defendant have agreed to settle and fully and finally resolve their disagreements on a nationwide class basis for the total sum of \$1,850,000 (One Million Eight Hundred Fifty Thousand Dollars and Zero Cents) and as consistent with the terms set forth herein, which shall include a full and complete release of claims against Defendant.

AGREEMENT

NOW THEREFORE, intending to be legally bound and acknowledging the sufficiency of the consideration provided herein, the Parties agree, subject to the approval of the Court and the provisions contained herein, that this Litigation and Plaintiff's Claims against Defendant, as herein defined, are fully and finally settled, resolved, discharged and released, and that the Litigation shall be dismissed with prejudice on the terms and conditions set forth herein.

DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the following meanings:

a) "Administration Expenses" shall mean the costs of administering this Settlement Agreement from the date of execution hereof through the completion of distribution of funds to the Settlement Class, including all amounts paid to the Settlement Administrator, all costs of 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.

b) "Class Counsel" shall mean the law firms of Price Armstrong LLC and Enright Law LLC, and the attorneys who are members of those law firms.

c) “Class Period” shall mean from November 9, 2012 through and including the date 30 days after the entry of the Preliminary Approval Order.

d) “Court” shall mean the United States District Court for the District of Rhode Island.

e) “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, co-insurers, reinsurers, and each and all of their respective successors, predecessors, assigns and legal representatives.

f) “Fees” shall mean “Fuel Charges” and/or “Fuel Surcharges” assessed by Defendant (including any entity within the definition of “Defendant” as set forth hereinabove) pursuant to any policy, credit application, and/or customer distribution agreement, the amount of which fluctuated on a sliding scale regardless of a customer’s location based upon changes to the applicable Average On-Highway Diesel Fuel Prices reported by the U.S. Department of Energy, Energy Information Administration, which are at issue or could have been at issue in the operative complaint in the Litigation.

g) “Final Approval” shall mean the later date on which (1) the Court enters the Final Order, (2) the Court enters final approval of attorneys’ fees and expenses, and (3) any reconsideration, review and appellate rights with respect to the Final Order and this Settlement Agreement maintained by any timely-filed objector have expired or have been fully exhausted, culminating in affirmation of this settlement as proposed by the Parties.

h) “Final Order” shall mean the final order and judgment of the Court approving this Settlement Agreement and the settlement provided herein, which shall, among other things, dismiss with prejudice this Litigation and release all claims brought therein by Plaintiff and the Settlement Class.

i) “Litigation” as used herein shall refer to the lawsuit styled as *North Country Store v. United Natural Foods, Inc.*, Case No. 1:19-cv-00052-WES-LDA, United States District Court for the District of Rhode Island.

j) “Notice Database” shall mean the database that the Settlement Administrator will create from the information regarding class members provided by Defendant to the Claims Administrator that is reasonably necessary to administer the settlement and to distribute settlement funds. The Notice Database and its contents shall be kept in strict confidence, shall be accessed and used only by the Settlement Administrator for purposes of carrying out the Settlement Administrator’s duties under this settlement, and shall not be used for any other business, litigation or other purpose of any kind or nature whatsoever.

k) “Parties” shall mean Plaintiff and Defendant, including each and all of their respective predecessors, successors, direct and indirect parents and subsidiaries, acquired companies, divisions, related and 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, co-insurers, reinsurers, and each and all of their respective successors, predecessors, assigns and legal representatives.

l) “Plaintiff’s Claims” shall 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 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.

m) "Preliminary Approval Order" shall mean the order to be entered by the Court granting preliminary approval of this Settlement Agreement, as described and defined later in this Settlement Agreement.

n) "Released Claims" shall mean 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.

o) “Settlement Administrator” shall mean a class action settlement administration company to be chosen and retained by Plaintiff subject to Defendant’s reasonable approval and the Court’s approval in the Preliminary Approval Order.

p) “Settlement Class” shall mean 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.” A Settlement Class Member shall include any principal, affiliate, legal predecessor or successor, trustee or any person or entity claiming by or through the Settlement Class Member.

q) “Settlement Class Member Information” shall mean Settlement Class Member contact information reasonably sufficient for the Settlement Administrator to create the Notice

Database and send the Settlement Notice, including but not limited to email and/or mailing addresses to the extent reasonably available.

r) “Settlement Fund” shall mean an all-inclusive fund of \$1,850,000 established by Defendant used to (1) provide monetary compensation to all members of the Settlement Class that submit a valid and timely claim and which do not file a valid and timely opt-out notification (which shall be distributed by the Settlement Administrator in accordance with the terms set out herein), and (2) pay awarded attorneys’ fees, litigation expenses, class representative incentive awards, and all Administration Expenses associated with the settlement. For the avoidance of doubt, Defendant shall not be responsible for nor bear any other payment, fees, costs, charges or expenses incurred by Plaintiff, Class Counsel, or the Settlement Administrator.

s) “Settlement Notice” shall mean the notice of proposed class action settlement provided for herein.

CERTIFICATION OF SETTLEMENT CLASS

The Parties entered this Settlement Agreement solely for the purposes of fully and finally resolving on a nationwide class basis the Plaintiff’s Claims, Released Claims, and the Litigation pursuant to the terms set forth herein. Nothing in this Settlement Agreement shall be construed as an admission by Defendant of any wrongdoing as asserted in the Litigation or that this Litigation or any similar case is amenable to class certification for any purpose other than this settlement or that any of the Plaintiff’s Claims, Released Claims, or the Litigation are meritorious in any respect. The Parties agree that, for the sole purpose of effecting a settlement, and upon the express terms and conditions set out in this Settlement Agreement, Plaintiff shall seek, and Defendant will not oppose, certification of the Settlement Class defined above. Plaintiff, on behalf of itself and the Settlement Class, acknowledges and agrees that if this Settlement Agreement is not fully and

finally approved by the Court without material change, the settlement is voidable at the election of either Party and, if voided, that Defendant has not waived and has expressly reserved the right to challenge the certification of the Settlement Class, and to challenge the substantive merits of Plaintiff's Claims in the Litigation, or in any similar case, and to object to and appeal any order entered in any of the cases that comprise the Litigation or any similar case. Nothing in this Settlement Agreement may be used in any judicial or administrative proceeding regarding the propriety of (i) litigating or adjudicating Plaintiff's Claims in court or (ii) class certification outside of the context of settlement. The Court's certification of the Settlement Class is not and shall not be deemed to be the adjudication of any fact or issue for any purpose other than the accomplishment of the settlement.

If this settlement is not approved by the Court for any reason, or is modified by the Court (including change to the release provided herein), or is otherwise terminated, then (1) this Settlement Agreement shall have no legal or persuasive effects and shall immediately become null and void, and the Parties expressly agree to do whatever is necessary legally and procedurally to return the Litigation to its pre-settlement status, including filing all necessary joint motions; (2) this settlement and all aspects of it, including but not limited to, all negotiations, terms and documents created as a result of negotiations or the proposed settlement may not be used for any purpose in this or any other legal action unless the subject of that legal action is the settlement of the Litigation or any similar case; (3) the Litigation, and any similar case, shall revert to the same procedural and legal status existing immediately prior to the Parties entering into this Settlement Agreement; (4) the Settlement Class shall be automatically decertified, and the Parties shall take whatever action is appropriate so that the Parties can be restored to their pre-settlement positions;

and (5) the Settlement Fund, less any administrative costs paid to the Settlement Administrator at that time, shall be returned to Defendant within fourteen (14) calendar days.

STAY OF PROCEEDINGS IN THE LITIGATION

Within seven (7) days after execution of this Settlement Agreement, the Parties will jointly move and request to the extent necessary and appropriate that the Court stay and suspend all discovery and other proceedings in the Litigation pending Final Approval of this Settlement Agreement. It is agreed by all Parties that if this Settlement Agreement shall not receive Final Approval or shall otherwise fail in consummation, nothing whatsoever related to the settlement shall in any way prejudice any Parties' ability to prosecute or defend any aspect of the pending Litigation or any similar litigation as if this Settlement Agreement had never been entered into.

PRESENTATION OF SETTLEMENT TO THE COURT

As soon as practicable following the execution of this Settlement Agreement, Plaintiff shall submit to the Court a motion for preliminary approval and a proposed Preliminary Approval Order, which Defendant shall have an opportunity to review and revise, and which Defendant shall not ultimately oppose once agreed to, which (1) incorporates the terms of this Settlement Agreement, (2) approves and appoints Class Counsel, (3) grants preliminary approval of this Settlement Agreement as fair, reasonable, adequate, and in the best interests of Plaintiff and Settlement Class under Rule 23 of the Federal Rules of Civil Procedure, (4) grants preliminary certification of the Settlement Class solely for the purposes of effectuating the Settlement contemplated by this Settlement Agreement, and subject to the terms of this Settlement Agreement, (5) enjoins any further actions relating to the subject matter of this Settlement Agreement, (6) approves and directs notice to be given to members of the Settlement Class as set out herein, (7) sets procedures for objections and opt-outs, and (8) sets a hearing for Final Approval of this Settlement Agreement.

Plaintiffs shall request that a final fairness hearing be held at least one hundred (100) days from the date of the entry of the Preliminary Approval Order for the Court to consider whether the terms of this Settlement are fair, reasonable, and adequate and thus should be finally approved and implemented by the Court pursuant to Federal Rule of Civil Procedure 23(e).

Defendant shall in good faith support the motion for preliminary approval and will not oppose the motion, provided it is consistent with the terms and conditions of the Settlement. Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), Defendant shall, at its own expense, cause to be prepared and provided the notices required by CAFA, as specified by 28 U.S.C. § 1715, within ten (10) calendar days of filing the motion for preliminary approval. Class Counsel will be copied on any and all CAFA notices provided by Defendant pursuant to this paragraph.

As provided herein, this Settlement Agreement and the Preliminary Approval Order are for settlement purposes only, and neither the fact of, nor any provision contained in this Settlement Agreement or the Preliminary Approval Order, nor any action taken thereunder, shall constitute or be construed as an admission of: (a) the validity of any claim or allegation by Plaintiff, or of any defense asserted by Defendant, in the Litigation; (b) any wrongdoing, fault, violation of law or liability on the part of Defendant; (c) the propriety of litigation or class treatment of Plaintiff’s claims or complaints in the Litigation for any purpose other than for purposes of settlement and this Settlement Agreement. If the Court fails to grant the Preliminary Approval Order or the Settlement Agreement otherwise fails to be consummated, then Defendant shall retain all rights it had immediately preceding the execution of this Settlement Agreement to oppose and object to the maintenance of the Litigation in court or as a class action for any purpose.

SETTLEMENT NOTICE TO CLASS

The Settlement Administrator shall provide notice to the Settlement Class as soon as is practical after entry of the Preliminary Approval Order, but no later than forty-five (45) calendar days following entry of the Preliminary Approval Order unless otherwise necessary and mutually agreed to by the Parties. Such notice shall substantially take the following forms, the contents and form of which still remain subject to Defendant's and Plaintiff's final approval before being utilized:

- a. A Short-Form Notice (in a form substantially similar to that attached as Exhibit A, subject to final approval of the Parties) will be emailed to each Settlement Class Member for whom Defendant maintains an email address.
- b. A Short-Form Notice (in a form substantially similar to that attached as Exhibit A, subject to final approval of the Parties) will be sent by first class mail to each Settlement Class Member at the customer's billing address for whom Defendant does not maintain an email address.
- c. A website will be created which will host all important settlement documents and information, including the Settlement Agreement, a Long Form Notice (in a form substantially similar to that in Exhibit B, subject to final approval of the Parties), and a copy of the Court's Orders regarding the settlement. The website will further include a "Frequently Asked Questions" section to address potential questions Settlement Class Members may have regarding the settlement. The website shall be approved by Class Counsel and the Defendant prior to publication and prior to any post-publication changes.

OBLIGATIONS OF THE SETTLEMENT ADMINISTRATOR

In addition to any tasks and responsibilities ordered by the Court, the Settlement Administrator shall be authorized to and shall in fact undertake the following tasks to help implement the terms of the Settlement Agreement, including: (1) mailing or arranging for the emailing and mailing of the Settlement Notice to the Settlement Class Members; (2) handling returned email or mail not delivered to Settlement Class Members; (3) attempting to obtain updated address information for Settlement Class Members by all reasonable means, including running change of address, skip traces or other procedures based on the information in the Settlement Class Member Information provided by Defendant to the Settlement Administrator, and any notices returned without a forwarding address or an expired forwarding address; (4) making any additional mailings required under the terms of this Settlement Agreement; (5) answering written inquiries from Settlement Class Members and/or forwarding such inquiries to the Parties' counsel or their designee; (6) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion from the settlement; (7) establishing and maintaining the settlement website as described above; (8) receiving and processing payment requests and distributing payments to Settlement Class Members as provided herein; and (10) otherwise assisting with administration of the settlement.

The Settlement Administrator shall execute a Confidentiality Agreement in a form satisfactory to Defendant, after which Defendant will provide the Settlement Administrator with the Settlement Class Member Information. Using the Settlement Class Member Information, the Settlement Administrator shall create the Notice Database. The Settlement Class Member Information and Notice Database and its contents shall be kept in strict confidence, shall be accessed and used only by the Settlement Administrator for purposes of carrying out the Settlement

Administrator's duties under this settlement, and shall not be used for any other business, litigation or other purpose of any kind or nature whatsoever. The Parties agree that the Settlement Class Member Information and Notice Database (or any portion thereof) are highly confidential and proprietary to Defendant, and shall not be disclosed to any other person or entity without Defendant's prior written consent. Once the administration of the settlement is completed, the Settlement Administrator shall destroy the Settlement Class Member Information and Notice Database, upon a date to be agreed upon by the Parties and Settlement Administrator.

PROCEDURE FOR OPTING-OUT OF THE SETTLEMENT CLASS

Any member of the Settlement Class may request to be excluded from the Settlement Class. A member of the Settlement Class who does not wish to participate in this settlement, and instead wishes to relinquish their rights to benefits under the Settlement Agreement, must write to the Settlement Administrator, Class Counsel, and Defendant's Counsel stating an intention to "opt out" of the class (hereafter "Request for Exclusion"). The Request for Exclusion must be in writing and personally signed by the Settlement Class Member requesting exclusion from the settlement and must contain the following information: (i) the Settlement Class Member's name, current address and telephone number; and (ii) a statement that indicates the desire to be excluded from the Settlement Class. The Request for Exclusion must be received by the Settlement Administrator, Class Counsel, and Defendant's Counsel not later than twenty-one (21) calendar days prior to the date set for the Final Fairness Hearing.

- a. Any attempt to opt out by notice to the Clerk of the Court, the Court, or any person other than the Settlement Administrator, Class Counsel, and Counsel for Defendant shall have no effect.

- b. Any Request for Exclusion which is not received by the Settlement Administrator, Class Counsel, and Counsel for Defendant within the deadlines set forth in this Settlement Agreement shall have no effect.
- c. Any objector who timely submits an objection as set forth below, but does not provide a Request for Exclusion shall not be considered to have complied with the terms of the opt-out procedure and shall be bound by the Settlement Agreement if approved by the Court.
- d. Any Settlement Class Member who does not make a timely and valid Request for Exclusion shall be bound by all subsequent proceedings, orders, this Settlement Agreement and the Final Approval Order, even if he, she or it has pending, or subsequently initiates, litigation, arbitration or any other proceeding against Defendant relating to the Released Claims.
- e. At their sole and unfettered discretion, Class Counsel and Defendant's Counsel may jointly agree to waive any failure to comply with the above requirements.
- f. Any Settlement Class Member who timely and validly requests to be excluded from the Settlement Class shall not (i) be bound by any orders or judgments entered in the Litigation relating to the Settlement Agreement; (ii) be entitled to an award from the Settlement Fund, or be affected by, the Settlement Agreement; (iii) gain any rights or obligations by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

PROCEDURE FOR PRESENTING OBJECTIONS

Any Settlement Class Member shall have the right to appear and show cause, if they have any, why the proposed settlement should not be approved by the Court. Any Settlement Class Member may also object to the allowance or disallowance of claims of Settlement Class Members, the implementation or enforcement of the Settlement Agreement, the binding effect of the Settlement Agreement upon the claims of any Settlement Class Member, the allowance of attorneys' fees and expenses requested, or any other aspect of the proposed settlement or Settlement Agreement. Any objection must be in writing and filed with the Court, with a copy delivered to Class Counsel and Defendant's Counsel as set out below, no later than twenty-one (21) calendar days prior to the Final Fairness Hearing. All written objections must be delivered to the following, or at such other address as shall be hereafter designated by the Court Clerk, Class Counsel, and/or Defendant's Counsel:

Clerk of Court

One Exchange Terrace
Federal Building and Courthouse
Providence, RI 02903

Class Counsel

Oscar M. Price, IV
ATTN: United Natural Foods, Inc. Settlement Objection
Price & Armstrong, LLC
2226 1st Ave S
Suite 105
Birmingham, Alabama 35233

Defendant's Counsel

R. Eric Bilik
ATTN: United Natural Foods, Inc. Settlement Objection
McGuireWoods LLP
Bank of America Tower
50 North Laura St
Suite 3300
Jacksonville, FL 32202-3661

An objection to the Settlement Agreement shall be signed by the objector; shall clearly state a desire to object to the Settlement Agreement; shall reference the above case name(s) and case number(s); and shall include the following information: (a) the objecting party's name, signature, title, home and business addresses, home and business telephone numbers, and a copy of the objecting party's contract(s), invoice(s) or purchase order(s) with Defendant and the date the objecting party entered into a contract or purchase order with Defendant (or other information sufficient to identify the class member's contract, invoice or purchase order); (b) 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; (c) certification that the objecting party is a member of the Settlement Class; (d) a statement of each objection asserted; (e) a detailed description of the basis and facts underlying and supporting each objection; (f) a detailed description of the legal authorities, if any, underlying and supporting each objection; (g) copies of exhibits and/or affidavits, if any, the objecting party may offer during the hearing; (h) a list of all witnesses, if any, the objecting party may call to testify at the hearing, along with a summary of each witness's anticipated testimony; and (i) the signature, full name, firm name, and business address of all attorneys who have any financial interest in the objection or who represent (or have represented) the objecting party in this or a matter concerning similar allegations.

No objector shall be heard and no papers, briefs, or pleadings submitted by any such Settlement Class Member shall be received and considered by the Court unless the Court, Class Counsel, and Defendant's Counsel, receive the objector's written and signed objection at least twenty-one (21) calendar days prior to the Final Fairness Hearing. Any member of the Settlement Class who fails to object in the manner described above, shall be deemed to have waived his, her, or its objections and will be forever barred from making any such objections in the Litigation, in

any other action or proceeding, or from taking an appeal of the Final Approval Order in this Litigation. Members of the Settlement Class who wish to object may, but are not required to, obtain counsel at their own expense to represent them in connection with any such objection and are allowed, but not required, to appear in person before the Court at the Final Fairness Hearing.

Plaintiff, Class Counsel, and Defendant and its counsel shall have the right and opportunity to respond in writing to any objections to the settlement prior to the Final Fairness Hearing, as well as to respond to the objections at the Final Fairness Hearing.

SETTLEMENT FUND AND ADMINISTRATION OF SETTLEMENT

Within fourteen (14) days of the Preliminary Approval Order, Defendant shall deposit into a trust account maintained by the Settlement Administrator a portion of the Settlement Fund totaling \$200,000. Within seven (7) days of Final Approval, Defendant shall deposit into the trust account the remaining portion of the Settlement Fund (\$1,650,000), resulting in total deposits of \$1,850,000. Defendant shall have no further funding obligation other than the funding of the Settlement Fund. No disbursements shall be paid from the trust account except as agreed in writing by the Parties herein and approved by the Court. This Settlement Fund shall cover all payments to be made as part of this settlement, whether to the Plaintiff, to the Settlement Class, to Class Counsel, to Settlement Administrator, or as otherwise necessitated to finalize the settlement, including all Administration Expenses.

To be eligible to receive a monetary payment as part of this settlement, a member of the Settlement Class must submit a properly completed claim form with the Settlement Administrator (in a form substantially similar to Exhibit C). Any member of the Settlement Class that desires to be eligible for a monetary payment as part of this settlement, must only complete one claim form regardless of how many physical locations exist for such member of the Settlement Class.

Using the Notice Database, the Settlement Administrator shall award and distribute to each Settlement Class Member that submits a valid and timely claim form its pro-rata share of the remaining proceeds of the Settlement Fund (after deductions and payments for attorneys' fees, expenses reimbursed to Class Counsel, Administration Expenses, and incentive award to Plaintiff) based upon the total amount of Fees paid by each respective Settlement Class Member during the Class Period. Provided, however, that in the event the claimed awards exceed the amount of the then available net Settlement Fund, the Settlement Administrator shall reduce the amount of each claim, pro rata, before making the distributions.

All claims forms from Class Members must be received by the Settlement Administrator on or before seventy-five (75) calendar days following the Final Approval Order. Such claims may be submitted via mail or electronically through the settlement website established by the Settlement Administrator. The Settlement Administrator shall provide to Counsel for Defendant and to Class Counsel the identity and claim amount of all claimants whose claims it believes to be valid prior to distributing compensation. The Settlement Administrator shall distribute the settlement compensation to Class Members who submitted valid and timely claims as determined by the Settlement Administrator as set forth herein within one hundred twenty (120) calendar days after Final Approval. The Settlement Administrator shall have additional time and shall take such steps as are reasonably necessary to complete distribution of, or redistribute, any money not paid as a result of returned and/or uncashed checks in accordance with the payment structure set forth herein, and the Parties agree that additional administration costs, if any, as a result of returned and/or uncashed checks will be first satisfied from such money.

If a Settlement Class Member or potential Settlement Class Member (referred to as a "Claimant" for purposes of this paragraph) disputes the amount of the refund that Claimant

receives, the type of relief for which that Claimant is eligible, or the determination that such Claimant is not a member of the Class (and therefore not eligible for any relief), the Claimant must first submit sworn documentation showing actual proof of payment of Fees within one-hundred fifty (150) calendar days of Final Approval. The Settlement Administrator will forward the information that is timely received to Defendant for its response and consideration. If Defendant does not agree with the Claimant's position, Defendant will provide the Settlement Administrator an explanation and any documentation supporting its disagreement. The Settlement Administrator will forward the Claimant's materials and Defendant's explanation and documents to Class Counsel. The Settlement Administrator, the Defendant, and Class Counsel will confer before the Settlement Administrator makes the decision, which shall be final and binding on Claimant and all Parties.

COMPLETE RELEASE AND DISMISSAL OF CLAIMS

This Settlement Agreement is subject to and conditioned upon the Court's issuance of the Final Order and the occurrence of Final Approval. Plaintiff, on behalf of itself and the Settlement Class, by and through Class Counsel, shall do all things necessary under this Settlement Agreement to obtain the entry of a final judgment under Rule 54 of the Federal Rules of Civil Procedure consistent with the terms of this Settlement Agreement. Upon the occurrence of Final Approval, each and every Settlement Class Member shall be deemed to and does hereby release and forever discharge Defendant from any and all liability, obligation or responsibility for any and all Released Claims. Defendant shall have no further liability to any member of the Settlement Class arising out of or relating to Plaintiff's Claims, as alleged in the operative Complaint in the Litigation, and/or Released Claims, it being acknowledged that Defendant is forever purchasing peace from the Settlement Class for all matters arising out of or relating to Plaintiff's Claims as alleged, or

which could have been alleged by any member of the Settlement Class regarding or relating to the Fees, and arising out of or relating to Released Claims, including but not limited to, any and all claims, whether known or unknown, 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 arising out of, based upon or related to any of the Fees, including, but not limited to the Fees at issue or allegations asserted, or which could have been asserted in the Litigation or in any other similar case of competent jurisdiction, and including without limitation, any and all claims at law or equity (whether based in contract, tort, common law, statute, or any other legal or equitable theory) involving the negotiation, implementation, disclosure, advertisement, maintenance, calculation, assessment, modification, methodology 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. This release is to be construed as broadly as possible as to the matters released. Each and every Settlement Class Member shall be permanently barred and enjoined from initiating, asserting, or prosecuting any of the Released Claims against Defendant.

With respect to any and all claims released herein, including without limitation Plaintiff's Claims and the Released Claims, and upon the occurrence of Final Approval, each member of the Settlement Class who does not validly and timely opt-out of the settlement shall be deemed to and does hereby expressly waive, relinquish and release, to the fullest extent permitted by law, any and all provisions, rights or benefits conferred by §1542 of the California Civil Code or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to §1542 of the California Civil Code, with respect to the Released Claims, provided that reference to § 1542 of the California Civil Code or similar statutes

shall not be deemed to convert a specific release into a general release. § 1542 of the California Civil Code provides:

Section 1542. General release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Each member of the Settlement Class may hereafter discover facts in addition to, other than or different from those which he, she or it knows or believes to be true with respect to the Released Claims, but each member of the Settlement Class who does not validly and timely opt-out of the settlement hereby expressly, fully, finally and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

As an express element and condition of this Settlement Agreement and the benefits conferred upon the Settlement Class, Plaintiff, individually and on behalf of the Settlement Class, and with the express approval of the Court, shall settle, compromise, resolve, release, waive, discharge, and terminate any and all of the Plaintiff's Claims and Released Claims and dismiss the same, with prejudice.

INCENTIVE AWARD TO NAMED PLAINTIFF

Named Plaintiff shall request the Court to approve an incentive award of up to \$15,000 to North Country Store. Defendant does not oppose and will not appeal an incentive award up to this amount. Plaintiff's agreement to the foregoing incentive award did not occur until the substantive terms of the settlement, including the relief to the Settlement Class, had been negotiated and agreed upon during mediation. This incentive award shall constitute sufficient consideration for named

Plaintiff, and are separate from any attorneys' fees. The amount of the incentive award approved by the Court shall be deducted from the Settlement Fund as set out above and paid within fourteen (14) days of Final Approval.

The Parties agree and acknowledge that the Court's award of the incentive award to Plaintiff shall be separate from its determination of whether to approve the settlement as set forth in this Settlement Agreement. In the event the Court approves the settlement, but declines to award the incentive award to Plaintiff or awards a lesser amount than what is requested, the settlement will nevertheless be binding on the Parties. If the Court declines to approve the settlement, no incentive awards shall be made or paid to Plaintiff.

ATTORNEYS' FEES AND COSTS

Class Counsel will petition the Court for an award of attorneys' fees and expenses to be paid out of the Settlement Fund for all attorney services and expenses relating to the Litigation, including but not limited to, services rendered and to be rendered in connection with the Settlement Agreement or its implementation. The amount of attorneys' fees to be awarded to Class Counsel shall be determined by the Court, but Defendant shall not oppose or appeal any award up to 33 and 1/3% of the Settlement Fund (i.e. \$616,666.66). The amount of reimbursement of litigation expenses to Class Counsel shall be determined by the Court, but Defendants shall not oppose or appeal any reimbursement of litigation expenses up to \$30,000, to be paid out of the Settlement Fund. The amount of attorneys' fees and costs approved by the Court shall be deducted from the Settlement Fund as set out above and paid to Class Counsel (or as class counsel directs) within fourteen (14) days of Final Approval. Following Final Approval, Class Counsel may distribute attorneys' fees and expenses approved by the Court (including a portion of such fees and expenses to other counsel for Plaintiff) as necessary. Class Counsel shall be solely responsible for allocating

and distributing the attorneys' fees and expenses payment among Class Counsel. Defendant shall have no obligation, responsibility or involvement whatsoever in regards to the allocation and sharing of the single award and payment of attorneys' fees and expenses between Class Counsel. Defendant shall have no obligation for any fees, costs and expenses that Class Counsel may incur in responding to objections to the settlement, if any, or to any challenge to, review of, or appeal from the Final Order; however the Parties shall work cooperatively in good faith in the event of any such objection or appeal to finalize the settlement under the terms set out herein.

The Parties' discussion of Class Counsel's attorneys' fees and litigation expenses and Class Counsel's agreement to the foregoing attorney's fees and reimbursement of litigation expenses did not occur until the substantive terms of the settlement, including the relief to the Settlement Class, had been negotiated and agreed upon during mediation. The Parties agree and acknowledge that the Court's award of attorneys' fees, costs and expenses to Class Counsel shall be separate from its determination of whether to approve the settlement. In the event the Court approves the settlement, but declines to award fees and costs to Class Counsel or awards a lesser amount of fees and costs than requested by Class Counsel, the settlement will nevertheless be valid and binding on the Parties. If the Court declines to approve the settlement and this Settlement Agreement, no award of fees, costs and expense shall be awarded or paid to Class Counsel.

NO ADMISSION OF LIABILITY

This Settlement Agreement and the Court Orders effecting this Settlement Agreement are not a concession or admission of wrongdoing or liability by any Party hereto and shall not be cited to, offered into evidence, received into evidence, deemed to be, or otherwise used or construed as an admission of any fault, omission, liability, or wrongdoing on the part of any Party hereto. Neither this Settlement Agreement, nor the fact of settlement, nor any settlement negotiations or

discussions, nor the order or judgment to be entered approving this Settlement Agreement, nor any related document shall be deemed an admission, concession, presumption, or inference against any Party to this Settlement Agreement. To the contrary, Plaintiff, on behalf of itself and the Settlement Class, by and through Class Counsel, acknowledges that legitimate disagreements exist with respect to its claims and Defendant contests and disputes the claims asserted in the Litigation, denies the allegations made by Plaintiff, and specifically disclaims and denies any liability or wrongdoing whatsoever, and that Defendant has entered into this Settlement Agreement for no purpose other than to avoid future inconvenience and distraction to its business, and potential protracted, costly litigation. This Settlement Agreement shall not in any way be referred to for any reason by Plaintiff, any Settlement Class Member, Class Counsel, Defendant or Defendant's counsel in the Litigation or in any other civil, criminal or administrative action or proceeding other than as may be necessary to effectuate the provisions of the Settlement Agreement.

This Settlement Agreement and all negotiations, correspondence and communications leading up to its execution shall be deemed to be within the protection of Federal Rule of Evidence 408 and any analogous state or federal rules or principles. Neither this Settlement Agreement nor any terms, conditions, contents or provisions hereof or exhibits hereto, nor any negotiations, correspondence or communications leading up to the execution of this Agreement, shall constitute a precedent or be admissible for any purpose in any proceeding; provided, however, that this Settlement Agreement shall be admissible to enforce any of its terms and conditions, to support or defend this Agreement in an appeal from an order granting or denying final approval, or to enforce or assert a claim or defense of res judicata, collateral estoppel, claim preclusion, issue preclusion, settlement release, merger and bar, or any similar claim or defense against Plaintiff, the Settlement Class or any Settlement Class Member, or any third party.

OPTION TO NULLIFY

At its sole and unfettered discretion, Defendant may terminate this settlement and the Parties will return to their respective positions in the Litigation immediately prior to entering this Settlement Agreement, if (i) more than 5% of the members of the Settlement Class validly opt-out of the Settlement; provided that if Defendant wishes to withdraw and terminate pursuant to the terms of this provision, Defendant shall deliver to Class Counsel a written notice of the withdrawal and termination no later than five (5) business days after the deadline for receipt of opt-outs has expired under this Settlement Agreement.

The Parties and their respective counsel agree that they will not solicit, facilitate or assist in any way, any Requests for Exclusion or Objections by putative or actual Settlement Class Members. The Parties recognize and acknowledge that they have an obligation to support the settlement and seek the Court's approval of its terms.

FAILURE TO OBTAIN COURT APPROVAL

If the Final Order with all material terms as jointly proposed by the Parties is not entered, or if this settlement is not finally approved and consummated in all material respects as provided in this Settlement Agreement, or if the Final Order is reversed on appeal, or, if appealed, the Final Order is not affirmed in all material respects, this Settlement Agreement shall be null and void for all purposes. In the event the Court certifies a class for settlement purposes that differs in any material way from the Settlement Class defined in this Settlement Agreement, or in the event that the Court modifies or enters an order of settlement at variance in any material way with the terms hereof, or in the event the Final Order is materially modified on appeal, then this Settlement Agreement shall be voidable for all purposes, at the sole and unfettered option of the Plaintiff or Defendant. If the Plaintiff or Defendant elect to exercise this right, such party must do so in writing,

with copies to all counsel of record and to the Court, within fourteen (14) days of such order, and any settlement class certified shall be immediately decertified. In the event the settlement class is decertified, this Settlement Agreement and any orders or notices, and any drafts, communications, and discussions regarding this settlement (written or oral) shall be ineffective and inadmissible in evidence for any purpose in the Litigation or any other lawsuit, and such Settlement Agreement shall be deemed terminated unless otherwise agreed to in writing by all Parties hereto or their respective counsel. The Parties acknowledge this is a compromised settlement to resolve claims over which the Parties disagree and is not intended to be used for any other purpose, including without limitation any attempted use should the class be decertified or should this settlement not be approved.

GENERAL PROVISIONS

(a) Entire Settlement Agreement: This Settlement Agreement, including all Exhibits hereto, constitutes the final and entire agreement between the Parties with respect to the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties with respect to the subject matter of the Settlement Agreement. This Settlement Agreement may not be changed, modified or amended except in writing signed by all Parties hereto. The Parties contemplate that the Exhibits to the Settlement Agreement may be modified by subsequent agreement of the Parties' counsel, in writing, or by the Court.

(b) Governing Law: This Settlement Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of Rhode Island, without regard to conflict of laws rules. This Settlement Agreement shall be enforced solely in the United States District Court for the District of Rhode Island. Defendant, named Plaintiff and all members of the Settlement Class waive any objection that each such party may now have or hereafter have to the venue of such suit,

action, or proceeding and irrevocably consent to the jurisdiction of this Court in any such suit, action or proceeding to enforce the terms of this Settlement Agreement, and agree to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding to enforce the terms of this Settlement Agreement, except as otherwise set forth herein.

(c) Reservation of Jurisdiction: Notwithstanding the dismissal of this action and entry of final judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Settlement Agreement, as necessary.

(d) Best Efforts: All Parties and counsel shall use their best efforts to cause the Court to give preliminary approval to this Settlement Agreement as promptly as possible and to take all steps contemplated by the Settlement Agreement to affect the settlement on the stated terms and conditions and, further, to obtain final approval of the settlement. Specifically, Plaintiff, Class Counsel, Defendant, and Defendant's counsel agree to recommend the settlement contained in this Settlement Agreement as being in the best interests of the Settlement Class under the circumstances, and both Plaintiff and Defendant agree to oppose any objections submitted by members of the Settlement Class or others. The Parties agree to cooperate in all matters incidental to the proposal of this class settlement, including scheduling of hearings and deadlines and further discovery (except confirmatory discovery, if necessary). Should any dispute arise between the Parties regarding this Settlement Agreement, or any matters related or incident thereto, the Parties agree to mediate such dispute with Hon. James Epstein, Esq. of JAMS before submitting it to the Court for resolution.

(e) Court Filings: No Party shall file any materials with the Court in support of the settlement that are inconsistent with the terms of the Settlement Agreement.

(f) Confidentiality: Plaintiff, Class Counsel (including any other individual and law firm sharing in this settlement), Defendant, and Defendant's Counsel shall not publicize, issue a press release or disclose on the internet, or hold a press conference or issue any public statement with respect to this settlement. Further, Plaintiff, Class Counsel (including any other individual and law firm sharing in this settlement), and Defendant's Counsel shall not discuss or mention this settlement (or information learned in this matter) to persons who they know or suspect may institute actions against Defendant related to the subject matter of this action, other than any disclosures necessary to effectuate this settlement (including, fulfilling their duty as Class Counsel) or as compelled by a court of law. To the extent any Party receives a subpoena or other legal form which could compel testimony or information, that Party shall provide immediate notice via email and phone call to all other Parties, which shall have the right to object. All of the information disclosed by Defendant to Class Counsel under the agreements entered in connection with the mediation and all information shared in the context of the mediation shall not be disclosed to any person or entity without Defendant's prior written consent, it being agreed that those agreements and confidentiality remain in effect. All settlement communications between the Parties which occurred before this Settlement Agreement is executed, or which occur afterwards, shall not be used in the Litigation or any other proceeding for any purpose whatsoever, unless the Parties agree in writing to the contrary.

(g) Binding Effect of Settlement Agreement: This Settlement Agreement shall be binding upon and inure to the benefit of the Parties to this Settlement Agreement, Class Counsel, and the members of the Settlement Class, and their respective heirs, predecessors, successors and assigns. Nothing herein shall prevent Defendant from assigning its rights and obligations.

(h) Execution in Counterpart/Multiple Copies: The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument. Electronic copies of the executed Settlement Agreement shall be considered an original and may be relied upon as such.

(i) Recitals Incorporated by Reference: The Recitals are hereby incorporated by reference as a material part of the Settlement Agreement between the Parties.

(j) Taxes: All members of the Settlement Class shall be responsible for paying any and all federal, state and local taxes, if any, due on the payments made to them pursuant to the settlement provided herein. No opinion concerning the tax consequences of the proposed settlement to members of the Settlement Class or anyone else is given or will be given by the Parties or the Parties' counsel, and no representations in this regard are made by virtue of this Settlement Agreement.

(k) Covenants Of Counsel: Class Counsel and Defendant's Counsel expressly agree that subject to all applicable governing ethical rules, opinions and obligations, they will not represent any individual who (i) is a Settlement Class Member who challenges in any way the settlement described in this Settlement Agreement; or (ii) who opts-out or who claims at some later date that they were not bound by the terms of this Settlement Agreement for any reason. It is expressly acknowledged and agreed that no party or counsel for that party will institute, participate in, or encourage any appeal from an order implementing this Settlement Agreement or any objection to the implementation of this Settlement Agreement and settlement; provided, however, any party has the right to appeal an order which materially alters the terms of this Settlement Agreement (including the consideration to be given by or to any party).

(l) No Other Financial Obligations on Settlement Class Members: Settlement Class Members shall not be liable or obligated to pay any fees, expenses, costs, or disbursements to the Plaintiff, Class Counsel, or Settlement Class, either directly or indirectly, in connection with the Litigation or this Settlement Agreement other than the amounts expressly provided for herein or as approved by the Court.

(m) No Other Financial Obligations on Defendant: Defendant shall have no further obligations or liabilities to pay any fees, expenses, costs, or disbursements to Plaintiff, Class Counsel, or Settlement Class, either directly or indirectly, in connection with the Litigation or this Settlement Agreement once the Settlement Fund is distributed as set out herein.

(n) The Parties agree that they will act in good faith and not engage in any conduct that will or may frustrate the purpose of this Settlement Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement.

(o) The Parties agree that all orders, agreements and designations regarding the confidentiality of documents and information remain in effect, and all Parties and counsel remain bound to comply with the orders, agreements and designations, including the provisions to certify the destruction of documents deemed Confidential under the orders, agreements and designations. Notwithstanding such provision in the orders, agreements and designations, Defendant's Counsel and Class Counsel may retain copies of all documents submitted to the Court, but those documents must be kept confidential to the extent they were designated as "Confidential," and will continue to be subject to the orders, agreements and designations.

(p) Plaintiff's representatives warrant and represent that no claim or any portion of any claim by Plaintiff referenced in or covered by this Settlement Agreement has been sold, assigned, conveyed, or otherwise transferred to any other entity or person.

(q) The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

(r) The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.

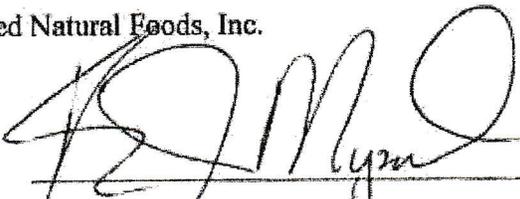
(s) In the event of any variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibit(s).

(t) All Exhibits to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

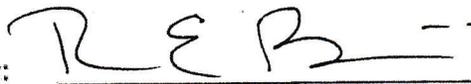
IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Settlement Agreement to be executed as of this __th day of December, 2019.

For Defendant:

United Natural Foods, Inc.

By: 
Name: Kiz Myrdahl
Title: Senior Vice President

Approved as to form:

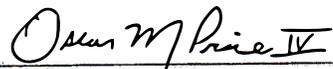
By: 
R. Eric Bilik
Counsel For Defendant

For Plaintiff:

North Country Store

By: 
Name: Steven Glick
Title: Managing Partner

Approved as to form:

By: 
Oscar M. Price, IV
Attorney for Plaintiff and Class Counsel

United States District Court for the District of Rhode Island
North Country Store v. United Natural Foods, Inc.,
Case No. 1:19-cv-00052-WES-LDA

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
YOUR LEGAL RIGHTS MIGHT BE AFFECTED BY THIS SETTLEMENT
PLEASE READ CAREFULLY**

You may be entitled to payment if you paid fuel charges to United Natural Foods, Inc. and/or its parent companies, operating subsidiaries, operating companies, divisions and all affiliated or related entities (collectively “United Natural Foods”). The class action lawsuit listed above was filed against United Natural Foods alleging United Natural Foods improperly charged “Fuel Charges”, “Fuel Surcharges”, or substantively similar fees or charges to certain customers (collectively, the “Fees”). United Natural Foods 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 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.

A settlement of this lawsuit has been reached whereby a Settlement Fund of \$1,850,000 would be established. Under the proposed Class Action Settlement, you may be entitled to payment from the Fund if you paid Fees on any invoice you received from United Natural Foods from November 9, 2012 through [30 days after entry of the preliminary approval order]. If you received this Notice, the parties believe that you may be a Settlement Class Member based upon United Natural Foods’s records.

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 Whole Foods Market, Inc.

If you are a member of the Settlement Class, you must submit a Claim Form by no later than seventy-five (75) days after Final Approval to receive payment from the Settlement Fund if the Class Action Settlement is approved by the Court. If you remain in the Settlement Class, you will release any claims you may have against United Natural Foods related to the Fees at issue. If you wish to exclude yourself from the Class Action Settlement and give up your right to seek money from the Settlement Fund, you must provide notice by no later than _____. If you wish to submit an objection to the Class Action Settlement you must file a written objection by no later than _____, and you may (but are not required to) appear through counsel if you wish to do so. Please visit www._____.com for instructions on how to submit a Claim Form, exclude yourself from the proposed Class Action Settlement, or file an objection to the proposed Class Action Settlement.

The Court has appointed the law firms of Price Armstrong LLC and Enright Law LLC as Class Counsel to represent the Settlement Class Members. Under the proposed Class Action Settlement, Class Counsel will be seeking an award of attorneys’ fees, reimbursement of litigation expenses and incentive award to the Class Representative.

The Court approved attorneys' fees and litigation expenses, and the costs of class administration and notice, shall be paid out of the Settlement Fund.

This Notice is a summary only. You can learn more about the lawsuit and the Class Action Settlement, including the procedures to exclude yourself from the Class Action Settlement or to object to it at www._____.com or by contacting the Settlement Administrator at:

Please do not contact the Court for information about the lawsuit.

**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 [30 days after entry of the preliminary approval order] (the "Class Period").
- If you received notice regarding this Settlement, the parties believe you may be a Class Member.

QUESTIONS? CALL 1-800-____-____ or VISIT www._____.com

- 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 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 can be found at www._____.
- **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 1-800-____-____ or VISIT www._____.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._____.

"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 1-800-____-____ or VISIT www._____.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, 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 [30 days after entry of the preliminary approval order].

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

QUESTIONS? CALL 1-800-___-___ or VISIT www._____.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._____](http://www._____.com) or free assistance by calling the Settlement Administrator appointed by the Court at 1-800-____-____ or emailing at _____@_____.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 attorney’s 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._____](http://www._____.com).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 contact the

QUESTIONS? CALL 1-800-____-____ or VISIT [www._____](http://www._____.com).com

Settlement Administrator by phone at 1-800-____-____ or emailing at _____@_____.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 _____ at _____ 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._____.

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 _____ 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 | |

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. 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.

QUESTIONS? CALL 1-800-____-____ or VISIT www._____.com

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.

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

QUESTIONS? CALL 1-800-___-___ or VISIT www._____.com

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 _____ (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 other 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 1-800-____-____ or VISIT www._____.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._____.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 _____ a.m. on _____ 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 1-800-____-____ or VISIT www._____.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._____.com.

22. How do I get more information?

You can email the Settlement Administrator at _____@_____.com, call at 1-800-____-____ or write at:

You can also visit the website at www._____.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.

QUESTIONS? CALL 1-800-____-____ or VISIT www._____.com

North Country Store v. United Natural Foods, Inc., Case No. 1:19-cv-00052-WES-LDA

| | | |
|--------------------------------------------------------------------------------------------------------------------|-------------------------|-------------|
| MUST BE SUBMITTED ONLINE OR POSTMARKED NO LATER THAN 75 DAYS AFTER FINAL APPROVAL ORDER | <u>CLAIMFORM</u> | UNFI |
|--------------------------------------------------------------------------------------------------------------------|-------------------------|-------------|

- This is a very simple process. To submit a claim for settlement payment related to the “Fuel Charges”, “Fuel Surcharges”, or any substantively similar fees or charges (collectively, the “Fees”) you paid to United Natural Foods, Inc., its parent companies, operating subsidiaries, operating companies, divisions and all affiliated or related entities, (collectively, “United Natural Foods, Inc.”), you must provide the information below and sign where indicated. Failure to provide this information and sign this Claim Form may result in denial of your claim(s).
- If you do not want to rely upon the information United Natural Foods, Inc. has in its computer system, you may—but are not required to—submit the invoices you have from United Natural Foods, Inc. which the Settlement Administrator will use to create as complete a record as possible. See the Notice of Settlement for more detail.

1. Please provide the full name of your business as it appears on your contract or invoices with United Natural Foods, Inc. (if your business underwent any name changes within the last six (6) years, please include all prior business names):

Business Name, including Prior Business Names

Street Address

City

State

Zip Code

2. Please provide the principal address for your business (where you received deliveries):

Delivery Address – Business Name

Street Address

City

State

Zip Code

3. Please provide the billing address for your business (your check will be mailed here. If your business is no longer in existence, please provide the address where you would like the check mailed):

First Name

Last Name

Business Name (Optional)

Street Address

City

State

Zip Code

4. Please provide your business phone number(s):

[Empty box for phone number]

Phone Number

[Empty box for alternative phone number]

Alternative Phone Number (Optional)

5. Please list the United Natural Foods, Inc. operating company or affiliate(s) from whom you purchased products and/or received invoices, if available (this information would appear at the top and/or bottom of the invoice):

[Empty box for seller information]

Seller (UNFI Company Name)

6. Please list your United Natural Foods, Inc. Customer Number, if available (this would appear on the top of the invoices):

[Empty box for UNFI Customer Number]

UNFI Customer Number

7. Please provide the approximate time period (month and year) during which you purchased products – and received invoices – from United Natural Foods, Inc. (for example, “September 2013 through March 2015”):

[Empty box for start date: ____ / ____ / ____]

Start Month Start Year

[Empty box for end date: ____ / ____ / ____]

Through

End Month End Year

8. Please check this box if you are submitting invoices or other supporting documents with this Claim Form and attach all the supporting documents to your submission.

CLASS MEMBER AFFIRMATION: By submitting this Claim Form and checking the box below, I declare that I am a member of the Settlement Class and that the statement below is true (the box must be checked to receive payment)

By signing below I am affirming that, to the best of my knowledge, I am or was a United Natural Foods, Inc. customer, that I paid an invoice with one of the Fees to United Natural Foods, Inc., and the information stated on this Form is otherwise true and correct.

SIGNATURE: _____ TITLE: _____
PRINTED NAME: _____ DATED: ____ / ____ / _____