

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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

Plaintiff,

v.

WALMART, INC.,

Defendant.

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

STIPULATION AND AGREEMENT OF CLASS ACTION SETTLEMENT

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Exhibit 1	[Proposed] Preliminary Approval Order
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1. PREAMBLE

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

EXECUTION VERSION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.53. "Walmart" means Walmart Inc.

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

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

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

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

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

3. RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CERTIFICATION OF THE SETTLEMENT CLASS

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

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

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

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

5. MONETARY RELIEF TO THE SETTLEMENT CLASS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. NOTICE TO THE CLASS

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

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

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

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

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

7. CAFA NOTICE

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

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

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

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

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

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

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

9. OPT-OUT PROCEDURE

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

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

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

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

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

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

10. COMMENTING ON OR OBJECTING TO THE SETTLEMENT

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

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

and

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

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

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

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

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

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

11. ESCROW ACCOUNT/QUALIFIED SETTLEMENT FUND

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

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

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

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

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

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

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

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

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

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

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

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

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

12. COMPREHENSIVE WAIVER, RELEASE, AND DISMISSAL

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

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

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

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

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

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

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

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

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

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

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

12.9. Plaintiff's Individual Release:

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

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

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

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

13. DUTIES OF THE PARTIES REGARDING PRELIMINARY COURT APPROVAL

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

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

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

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

14. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

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

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

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

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

15. MUTUAL FULL COOPERATION

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

16. STATEMENT OF NO ADMISSION

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

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

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

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

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

17. VOIDING THE AGREEMENT

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

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

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

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

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

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

18. SIGNATORIES AUTHORITY

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

19. NO PRIOR ASSIGNMENTS

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

20. NOTICES

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

(a) To the Settlement Class:

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

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

(b) To Walmart:

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

21. CONFIDENTIALITY

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

22. PRESS RELEASE AND NEWS INQUIRIES

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

23. DOCUMENTS AND DISCOVERY

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

24. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

Dated: November 15, 2023

Dated: November 16, 2023



Nicholas E. Chimicles
Kimberly M. Donaldson-Smith
Zachary P. Beatty
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**Specially Admitted*

Attorney for Defendant Walmart Inc.

EXECUTION VERSION

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

DATED: November 15, 2023 | 16:34 CST



Name: Rachel Brand

Title: EVP for Global Governance

EXECUTION VERSION

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

DATED: Nov 15th 2023



Vassilios Kukorinis

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

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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

Plaintiff,

v.

WALMART, INC.,

Defendant.

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

[PROPOSED] ORDER
PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

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

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

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

meanings as set forth in the Settlement Agreement.

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED:

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

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

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

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

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

preliminarily certified as Class Counsel.

Final Approval Hearing

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

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

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

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

Notice and Claims Administration

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

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

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

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

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

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

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

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

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

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

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

Effect of the Judgment and Order of Dismissal

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

Claim Form

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

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

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

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

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

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

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

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

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

Request for Exclusion

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

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

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

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

Settlement Class who have opted out.

Commenting on or Objecting to the Settlement

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

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

and

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

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

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

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

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

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

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

Fees, Costs or Expenses.

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

Escrow Account

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

Filings in Support of the Settlement

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

Hearing.

Notice and Claims Administration Expenses

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

No Admissions

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

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

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

Additional Matters

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

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

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

IT IS SO ORDERED.

DATED: _____

VIRGINIA M. HERNANDEZ COVINGTON
UNITED STATES DISTRICT JUDGE

Exhibit 1A to the Settlement Agreement

Notice

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

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

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

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

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

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

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

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

Exhibit 1A to the Settlement Agreement
EXECUTION VERSION

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

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

Exhibit 1A to the Settlement Agreement
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INFORMATION ABOUT THE LITIGATION

1. Why was this Notice issued?

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

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

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

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

2. What is this Litigation about?

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

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

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

3. Why is this a class action?

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

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4. Why is there a settlement?

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

WHO IS INCLUDED IN THE SETTLEMENT

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

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

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

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

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

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

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

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

THE SETTLEMENT BENEFITS

7. What are the benefits of the Settlement?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EACH CLASS MEMBER CAN ONLY SUBMIT ONE CLAIM FORM.

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

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

9. How can I get a payment?

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

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

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

10. When will I get my payment?

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

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

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

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

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

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

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

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

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I exclude myself from this Settlement?

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

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

[Claim Administrator’s Address]

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

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

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

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

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

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

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

THE LAWYERS REPRESENTING YOU AND THE SETTLEMENT CLASS

15. Do I have a lawyer in this case?

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

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

16. How will the lawyers be paid?

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

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

SUPPORTING OR OBJECTING TO THE SETTLEMENT

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

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

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

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

Your objection must:

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

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

(a) The Court:

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

(b) Class Counsel:

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

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(c) Defense Counsel:
Naomi G. Beer
Greenberg Traurig, LLP
1144 15th Street, Ste. 3300
Denver, Colorado 80202

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

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

18. What is the difference between objecting and excluding?

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

FINAL APPROVAL HEARING

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

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

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

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20. Do I have to come to the hearing?

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

21. May I speak at the hearing?

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

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

IF YOU DO NOTHING

22. What happens if I do nothing at all?

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

23. No Further Notices.

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

ADDITIONAL INFORMATION

24. How can I obtain more information?

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

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

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

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

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

Exhibit 1B to the Settlement Agreement Claim Form

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

United States District Court Middle District of Florida

WAL

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

CLAIM FORM INSTRUCTIONS

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

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

EXECUTION VERSION

Exhibit 1B to Settlement Agreement

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

**United States District Court
Middle District of Florida**

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

WAL

CLAIM FORM

I. YOUR CONTACT INFORMATION AND MAILING ADDRESS

Provide your name and contact information below.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Mobile Phone Number

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

Notice ID:

Confirmation Code:

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

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

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II. BAGGED CITRUS AND/OR WEIGHTED GOODS PURCHASED

Select from one of the following two options:

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

OPTION 1

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

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

Four horizontal lines for describing purchases and years.

OPTION 2

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

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

Horizontal line for entering the number of items.

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

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

United States District Court Middle District of Florida

WAL

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

III. PAYMENT SELECTION

Please select from one of the following payment options:

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

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

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

Virtual Prepaid Card - Enter your email address: _____

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

IV. VERIFICATION AND ATTESTATION UNDER PENALTY OF PERJURY

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

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

Your signature

Date: MM DD YYYY

Your name

Exhibit 1C to the Settlement Agreement Summary Notice

EXECUTION VERSION

Exhibit 1C to the Settlement Agreement

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

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

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

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

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

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

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

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

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

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

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

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

Court Clerk:

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

Class Counsel:

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

Defense Counsel:

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

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

DATED:

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

**Exhibit 2 to the Settlement Agreement
Judgment & Order of Dismissal**

**Exhibit 2 to the Settlement Agreement
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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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

Plaintiff,

v.

WALMART, INC.,

Defendant.

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

[PROPOSED] JUDGMENT AND ORDER OF DISMISSAL

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

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

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

**Exhibit 2 to the Settlement Agreement
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1. This Final Judgment and Order of Dismissal (“Judgment”) incorporates by reference: (a) the Settlement; and (b) the Notice, Summary Notice, and Declaration of the Claims Administrator with respect to Notice, all filed with this Court.

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

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

Excluded from the Settlement Class are:

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

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

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

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

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

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

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

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

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

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

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

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

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

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fully and forever released, compromised, settled, resolved, relinquished, waived and discharged each and every Settlement Class Member Released Claim against Walmart Released Parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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the terms of the Settlement Agreement.

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

IT IS SO ORDERED.

DATED: _____

VIRGINIA M. HERNANDEZ COVINGTON
UNITED STATES DISTRICT JUDGE

ADDENDUM A

Weighted Goods – UPCs

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

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

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

Pursuant to Paragraphs 2.5 and 2.58 of the Settlement Agreement, the following Addendum A and Addendum B, which list the Weighted Goods and Bagged Citrus products, were updated through January 19, 2024, the date the Court entered the Preliminary Approval Order.

Updated Addendum A and Addendum B are available on the Important Documents page of the Settlement Website, www.walmartweightedgroceriesettlement.com and at [Addendum A, Weighted Goods and Addendum B, Bagged Citrus](#)

MEAT PRODUCTS

BEEF PRODUCTS

<u>Beef</u>
UPC
25853800000

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

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

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

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

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

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

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

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

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

<u>Beef Brisket</u>
UPC
22075500000

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

<u>Beef Cheek</u>
UPC
20100900000

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

<u>Beef Chitterlings</u>
UPC
20918800000

<u>Beef Chop</u>
UPC
25914200000

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

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

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

<u>Beef Chuck Roast</u>
UPC
25983500000
25992100000
25996300000
26014400000
26010800000
26235500000
26235500000
25996300000
22717200000
25945500000
22017000000
22008400000
22132800000
20179700000
22574900000
22576600000
22606100000
22625000000
25005500000
25011600000
25970500000
25986400000
25988500000
25996200000
25996200000
26112400000
26102900000
26112400000
26010700000
26010700000
26010700000
25970500000
26269400000
26269400000
26269400000
25996200000
26269400000
26269400000
20771500000
22016200000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Beef Flap</u>
UPC
25840700000

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

<u>Beef Flat Iron</u>
UPC
26112800000
26112800000
26112800000
26112800000
25913400000
26002700000
22110200000
22116100000
22847200000
22007800000
22007900000
22136500000
22148400000
22846000000
25137500000
25981800000
25995000000
26103000000
26062100000
26117400000
25184200000
26044400000
26044400000
26044400000
26044400000
26044400000
26044400000
26044400000
25908100000
26112800000

<u>Beef Gooseneck</u>
UPC
22460700000

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

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

<u>Beef Hearts</u>
UPC
22388400000

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

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

<u>Beef Kidney</u>
UPC
22388500000

<u>Beef Knuckle</u>
UPC
20621300000

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

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

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

<u>Beef London Broil</u>
UPC
25095300000
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25987500000
25991300000
26001700000
26009700000
25966400000
25965600000
26009700000
25965600000
25999800000

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

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

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

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

<u>Beef NY Strip Steak</u>
UPC
26113100000
26113100000
26113100000
26193700000
26113100000
26002600000
26044600000
26044600000
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26044600000
26044600000
26044600000
26201800000
26201800000
26201800000
26335400000
26335400000
26335400000
25890200000
26187600000
26187600000
26187600000
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26187600000
26187600000
26187600000
25910000000

<u>Beef NY Strip Steak</u>
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22016300000
22012900000
22015300000
22120300000
22750500000
25010900000
25182800000
25864700000
25910600000
25910900000
25936200000
25937000000
25964800000
25966500000
25968400000
25987600000
26005000000
25910900000
26103100000
26009800000
25966500000
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25966500000
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25966500000
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25936400000
20774700000
22017700000
22009000000
22111000000
22506500000
22506600000
22537100000
25970800000
25984100000
25997300000
26006300000
26011700000
25970800000

<u>Beef NY Strip Steak</u>
UPC
25997300000
22012500000
22014500000
22052000000
25011900000
25108100000
25183600000
25937100000
25940800000
25965900000
25966600000
26003700000
25966600000
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22007500000
22013100000
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25010800000
25108000000
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25966700000
25982900000
25987700000
26005100000
25966600000
26009900000
25966700000
25965400000
22017800000
22009900000
22136900000
25970900000
25998300000
26006400000
26011800000
25989500000
22766400000

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

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

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

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

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

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

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

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

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

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

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

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

<u>Beef Ribeye (Roast/Steak)</u>
UPC
25967000000
25981600000
25967000000
25967000000
25964700000
25967000000
25964700000
22108000000
20114400000
22569500000
22840000000
22557800000
25968300000
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25964100000
22018000000
22008700000
22537800000
25010400000
25010700000
25971100000
25984900000
25989600000
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25996500000
26007100000
26012000000
26011900000
25971100000
26011900000
25996400000
25996400000
26117500000
20268200000
22537000000
22676800000
25124900000
25867000000
22012700000

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

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

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

<u>Beef Ribs/Riblets</u>
UPC
22135600000
20521700000
22543200000
22847700000
25139300000
25942300000
25942300000
25942300000
25942300000
20218400000
22018200000
22013600000
22136100000
25974700000
26006200000
26040900000
25974700000
26236400000
26040900000
25009500000
20197600000
22016900000
22008300000
22132600000
25970400000
25995500000
26005800000
25995500000
26010900000
26040900000
25995500000
25010600000
22115200000
22148000000
22468700000
22604800000
25973100000
25974500000
25996800000
25996900000

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

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

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

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

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

<u>Beef Scrapple</u>
UPC
20316200000

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

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

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

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

<u>Beef Short Ribs</u>
UPC
22459800000
20136600000
20194400000
22847800000
22566500000
22567900000
22569400000
25934300000
25974800000
25982200000
25997000000
26004400000
26062200000
26236700000
25974800000
25997000000
26236700000
25963800000

<u>Beef Shoulder (Roast, Steak)</u>
UPC
20732600000
20244100000
22624900000
22764900000
25890500000
25973800000
25983400000
25996100000
26005600000
25973800000
26236000000
25006800000
22148500000
22472300000
25973200000

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

<u>Beef Sirloin (Steak, Filet, Roast, Kabob, Tip, Strips)</u>
UPC
22635700000
22014300000
20289800000
25888800000
25993600000
26334900000
26334900000
25888900000
26201600000
26201600000
22615700000
25094400000
26105000000
26112200000
26105000000
26112200000
26105000000
26116700000
26105000000
26105000000
26044500000
26044500000
26044500000
26044500000
26044500000
26044500000
26044500000
26044500000

<u>Beef Sirloin (Steak, Filet, Roast, Kabob, Tip, Strips)</u>
UPC
26044500000
26002400000
26001500000
26116900000
25920900000
26044500000
22528200000
20790200000
22018500000
22009700000
25971400000
22518800000
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25888500000
25865400000
25966000000
25969000000
25969000000
25966000000
25936000000
20155600000
20215000000
25991900000
20594300000
20219700000
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25968500000
26103400000
22677100000
22677200000
22677400000
25974100000
25987000000
25990600000
25997600000
26009200000
26012900000
26015400000

<u>Beef Sirloin (Steak, Filet, Roast, Kabob, Tip, Strips)</u>
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20232400000
22085000000
25911500000
25942500000
20677600000
22016500000
22009500000
22072400000
22108400000
22111400000
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22576000000
22613800000
25011100000
25011200000
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25911300000
25938100000
25965100000
25967600000
25976300000
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25911300000
26010600000
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25967600000
25965100000
20558100000
22018400000
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25011000000
25971300000
25987100000
25990700000
25993100000
25997900000

<u>Beef Sirloin (Steak, Filet, Roast, Kabob, Tip, Strips)</u>
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25997900000
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25991400000
25999100000
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26237000000
25999100000
22584900000
25973600000
25973600000
25863200000
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22519300000
22464700000
26237900000
22520100000
25095200000
25183400000
25865200000
25965300000
25967300000
25990000000

<u>Beef Sirloin (Steak, Filet, Roast, Kabob, Tip, Strips)</u>
UPC
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25998100000
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20680100000
20686300000
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25957600000
25888600000
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20678800000
26112200000

<u>Beef Sirloin Flap</u>
UPC
26112100000
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26112100000
22564100000
25986700000
22091400000
22121600000
25998600000
26015900000

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

<u>Beef Skirt Steak</u>
UPC
25890300000
25972400000
25986900000
25990200000
25997100000
26009100000
26112500000
26112500000
26112500000
26012500000
26236300000
26112500000
25997100000
25969700000
25969800000
25963900000
22605000000
22890400000
25997200000
25997200000
25997200000
26117900000
25935900000

<u>Beef Stew</u>
UPC
26276200000
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20244500000
25126600000
25962600000
22767800000
25974900000
25977900000
26040700000
26040700000
25974900000
26040700000
26040700000

<u>Beef Stew</u>
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20547100000
20679600000
22019500000
22011400000
22048400000
22107900000
22134600000
22134700000
22113100000
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26015000000
26031600000
26045100000
26015200000
26031600000
26015200000
26031600000
25994300000
25994400000
26004700000
20237700000
20606000000

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

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

<u>Beef Strip Steak</u>
UPC
26115600000
26115600000
26115600000
26115600000
22558300000
22745300000
22891100000
22460300000
20256800000
20141900000
20778400000
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22484200000
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25991000000
25998200000
22116900000
25012500000
25126800000
25867300000
25911700000
25010000000
20596100000
25867500000
22086400000
26263000000

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

<u>Beef T-Bone Steak</u>
UPC
25911000000
22609500000
22614200000
25911000000
20131700000
20145700000
26187200000
26187200000
26187200000
22558600000
20593900000
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25864900000
25910800000
25937900000
25975000000
25965000000
25967400000
25997400000
26010400000
25967400000
25965000000
22017900000
22010000000
25971000000

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

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

<u>Beef Top (Round, Loin, Milanesa, Blade, Steak)</u>
UPC
25996000000
22605600000
20773600000
20133000000
22047700000
25993000000
22506800000
22010900000
22134000000
22726900000
22784800000
25971500000
25985800000
25989300000
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25999600000
25999700000
26011600000
25971500000
25999600000
22785200000
25006000000
22018700000
22118600000
26014800000
26237100000
26269500000
26269500000
26319600000
20138200000
20943100000
26008000000
22047000000
26319600000
25945600000

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

<u>Beef Tenderloin</u>
UPC
22765000000
22804000000
25965200000
25967500000
22119700000
25967500000
25965200000
26335500000
26335500000
26335500000
20255300000
20128600000
20147100000
26300500000
22723000000
25911200000
25911200000
22679400000
25910100000
26187400000
26187400000
26187400000
26187400000
22763200000
25119400000
25865100000
22119700000

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

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

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

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

<u>Buffalo Steak</u>
UPC
20973100000

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

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

<u>Bison Steak</u>
UPC
22089600000

<u>Bratwurst</u>
UPC
20433100000
25889800000

CHICKEN PRODUCTS

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

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

<u>Chicken – Whole (Incl. Roasting), Cut Up</u>
UPC
20744300000
20395900000
27880500000
22591100000
22680200000
25784100000
22591100000
25139000000
25856200000
25935600000
25784100000
26080500000
27980500000
25856200000
22099800000
25925700000
26042300000
27085500000
26085500000
26185500000
22563300000
22591800000
25943600000
26072800000
26072800000
25943600000
20747300000
22785300000
25861800000
25949000000
25949100000
20747300000
22785300000
25939600000
26269200000
26024100000
25008500000
25933600000
22074300000
20366000000

<u>Chicken – Whole (Incl. Roasting), Cut Up</u>
UPC
25794900000
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<u>Chicken – (Breast. Pieces, Tender, Split)</u>
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<u>Chicken – (Breast. Pieces, Tender, Split)</u>
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<u>Chicken – (Breast, Pieces, Tender, Split)</u>
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22616800000
27982900000

<u>Chicken – (Breast, Pieces, Tender, Split)</u>
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<u>Chicken – (Breast, Pieces, Tender, Split)</u>
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<u>Chicken – (Breast, Pieces, Tender, Split)</u>
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<u>Chicken – (Breast, Pieces, Tender, Split)</u>
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<u>Chicken – (Breast, Pieces, Tender, Split)</u>
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<u>Chicken – (Breast, Pieces, Tender, Split)</u>
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<u>Chicken – (Breast, Pieces, Tender, Split)</u>
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22470400000
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25009200000
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<u>Chicken Backs</u>
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<u>Chicken Bones</u>
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22568900000

<u>Chicken – Drumsticks, Leg Quarters, Thighs, Wings</u>
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<u>Chicken – Drumsticks, Leg Quarters, Thighs, Wings</u>
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<u>Chicken – Drumsticks, Leg Quarters, Thighs, Wings</u>
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<u>Chicken – Drumsticks, Leg Quarters, Thighs, Wings</u>
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<u>Chicken – Drumsticks, Leg Quarters, Thighs, Wings</u>
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25944200000
25960100000
22568800000
22590500000

<u>Chicken – Drumsticks, Leg Quarters, Thighs, Wings</u>
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<u>Chicken – Drumsticks, Leg Quarters, Thighs, Wings</u>
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<u>Chicken – Drumsticks, Leg Quarters, Thighs, Wings</u>
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25934800000
25508100000
26337800000
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26055400000

20925700000

<u>Chicken – Drumsticks, Leg Quarters, Thighs, Wings</u>
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<u>Chicken Fajita</u>
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<u>Chicken – Gizzard, Heart, Neck, Tail, Feet</u>
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26275400000
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<u>Chicken – Gizzard, Heart, Neck, Tail, Feet</u>
UPC
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<u>Chicken Ground</u>
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25960600000
25913300000

<u>Chicken Hearts</u>
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<u>Chicken Kabobs</u>
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<u>Chicken Liver</u>
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<u>Chicken Nugget, Strip, Tender</u>
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26175800000
26196600000

<u>Chicken Paws</u>
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<u>Chicken Tenderloin</u>
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26212900000
26212900000
26212900000
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<u>Churrasco</u>
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26270300000
26270300000
26270300000
26270300000

<u>Cornish Hen</u>
UPC
26059000000

<u>Hen</u>
UPC
20288300000
22104700000

PORK PRODUCTS

<u>Bacon, Kielbassi,</u> <u>Belly, Brisket,</u> <u>Carne, Carnitas,</u> <u>Al Pastor, Ears,</u> <u>Fatback, Feet,</u> <u>Jowls,</u> <u>Neckbones,</u> <u>Snout, Tail,</u> <u>Stomach</u>
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22097400000

<u>Bacon, Kielbassi,</u> <u>Belly, Brisket,</u> <u>Carne, Carnitas,</u> <u>Al Pastor, Ears,</u> <u>Fatback, Feet,</u> <u>Jowls,</u> <u>Neckbones,</u> <u>Snout, Tail,</u> <u>Stomach</u>
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<u>Bacon, Kielbassi,</u> <u>Belly, Brisket,</u> <u>Carne, Carnitas,</u> <u>Al Pastor, Ears,</u> <u>Fatback, Feet,</u> <u>Jowls,</u> <u>Neckbones,</u> <u>Snout, Tail,</u> <u>Stomach</u>
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<u>Bacon, Kielbassi,</u> <u>Belly, Brisket,</u> <u>Carne, Carnitas,</u> <u>Al Pastor, Ears,</u> <u>Fatback, Feet,</u> <u>Jowls,</u> <u>Neckbones,</u> <u>Snout, Tail,</u> <u>Stomach</u>
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20174700000

<u>Bacon, Kielbassi,</u>
<u>Belly, Brisket,</u>
<u>Carne, Carnitas,</u>
<u>Al Pastor, Ears,</u>
<u>Fatback, Feet,</u>
<u>Jowls,</u>
<u>Neckbones,</u>
<u>Snout, Tail,</u>
<u>Stomach</u>
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<u>Pig</u>
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<u>Pork</u>
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<u>Pork</u>
<u>Cracklings</u>
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<u>Pork Cushion</u>
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<u>Pork Ears</u>
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<u>Pork Fajitas</u>
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<u>Pork Ground</u>
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<u>Pork Hog Head</u>
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<u>Pork - Loin,</u>
<u>Chops, Filet,</u>
<u>Tenderloin,</u>
<u>Roast, Ribeye,</u>
<u>Picnic, Steak,</u>
<u>Stew</u>
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22507900000
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20905600000

<u>Pork - Loin,</u>
<u>Chops, Filet,</u>
<u>Tenderloin,</u>
<u>Roast, Ribeye,</u>
<u>Picnic, Steak,</u>
<u>Stew</u>
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<u>Pork - Loin,</u>
<u>Chops, Filet,</u>
<u>Tenderloin,</u>
<u>Roast, Ribeye,</u>
<u>Picnic, Steak,</u>
<u>Stew</u>
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<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
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22606700000

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
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<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
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<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
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20773400000
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20508000000
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20944200000
20945000000
20945100000
20945500000
20946300000
20957700000
20957900000
20964500000
20964800000
20964900000
20964100000
20902300000
22496100000
22496200000
22518600000
22530300000
22535200000
22561500000
22617000000
22618700000
22618800000
22619900000
22607200000
22607300000
22607400000

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

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
25797300000
22716200000
20772700000
20772800000
20773400000
22496100000
22496200000
22518600000
22535200000
22695200000
22465200000
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26274900000
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26307000000
26305400000
26308300000
26313400000
26316000000
26238000000
22088400000
20424300000
20920400000
20734600000
20635600000
20622200000
20750500000
20751700000

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

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

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

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

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

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

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

<u>Pork - Loin, Chops, Filet, Tenderloin, Roast, Ribeye, Picnic, Steak, Stew</u>
UPC
22699200000
22699100000
22699900000
25921400000
25922300000
25923100000
22699300000
22699100000
22631500000
22631600000
22619700000
25797600000
22699900000
22496600000
26306600000
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20299300000
20242700000
22507700000
22618100000
22683100000
22683100000
22683300000
20945800000
22683200000
22618100000
22507700000
26278600000

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

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

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

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

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

<u>Sausage</u>
<u>UPC</u>
22100100000
20166600000
20912300000
20912400000
20912500000
20912600000
20931100000
20931200000
20283200000
20166900000
20706800000
20506000000
20224800000
20225000000
20922100000
20922200000
20922300000
20922600000
20922700000
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20905300000
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20527400000
22470900000
20182700000
20183200000
20922400000
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20309700000
20310800000
20310900000
20311300000
20311400000
20315600000
20315700000

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

<u>Ham – Bits, Pieces, Bones, Chunks, Fat</u>
<u>UPC</u>
25926600000
20183700000
20183700000

<u>Ham – Bits, Pieces, Bones, Chunks, Fat</u>
UPC
23521200000
20245600000
23520700000
20183500000
22611300000
23521300000
23521600000
20942100000
20299400000
27379900000
20190000000
23520500000
20921000000
25648200000
25645400000
20378900000
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20441100000
20441200000
22448500000
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22109500000
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20311800000
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20156500000
25096200000
25926500000
25912800000
20156500000
20721800000
20721700000
20219500000
22448000000
22448600000

<u>Ham – Bits, Pieces, Bones, Chunks, Fat</u>
UPC
25096300000
21566000000
25926700000
25912700000
20156600000
22002500000
22006100000

<u>Ham – Hocks, Jowl, Neckbones, Skin</u>
UPC
20205100000
20299700000
27397600000
23521900000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
20291200000
26309800000
26309900000
26310000000
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20302600000
20302500000
26176600000
26271600000
26271600000
26047500000
20245500000
26197000000
20782800000
20696600000
22875100000
22875500000
22876000000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
22876100000
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20782700000
20426300000
20526000000
20444300000
20233900000
20632700000
20667700000
20942000000
22059700000
20680500000
20327500000
22104500000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
20444200000
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20555100000
20926700000
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26279600000
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22528500000
22528300000
22572800000
22528400000
26272700000
26221900000
26257700000
20171900000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
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20172300000
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20550700000
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20583900000
20874500000
20531500000
20508100000
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20864900000
20868600000
20934800000
20934900000
20935000000
20944700000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
20250600000
20250700000
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20158500000
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22099600000
20303300000
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20121800000
20162800000
22484600000
20148400000
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26066500000
20534300000
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26317800000
26317800000
22569900000
20382300000
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20698700000
20729500000
20731500000
22101500000
20167600000
20254900000
20594700000
22473300000
25960900000
22528700000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
22098600000
22098600000
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22557200000
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20505100000
20932200000
20529300000
20821300000
20531400000
20823400000
20864700000
20864800000
20944600000
20584400000
22098800000
22098900000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
22099500000
20366500000
20116700000
20117900000
20118700000
20180600000
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20180900000
20181000000
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26128400000
22573300000
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22877000000
22877100000
22870400000
22871400000
22873800000
25644500000
25644600000
25647300000
25648500000
20228700000
20735600000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
26033200000
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26165200000
25869100000
26128300000
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20245200000
20340300000
20608100000
22040000000
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22099400000
20537700000
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26274100000
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20197700000
20915500000
20577700000
20579100000
20519400000
20534400000
22878100000
22878300000
22869600000
22876300000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
25496300000
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25657100000
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22570200000
26072600000
22611900000
20696100000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
20542000000
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22815500000
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26230000000
22727100000
26025000000
22101300000
26258000000
26027800000
26273500000
20713000000
26256100000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
25866900000
25866900000
26222600000
25869000000
20738500000
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26132600000
26230100000
20729100000
22095000000
20680600000
22573500000
22573600000
26269700000
26269800000
22028500000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
25869200000
22583500000
20207300000
20247700000
20445100000
20234200000
20244600000
20178400000
20537800000
20559600000
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22871000000
22873100000
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25646700000
25646600000
22875900000
26072700000
26192700000
26192800000
20696200000
20513000000
20172400000
20509700000
20643800000
20189200000
20233300000
20444400000
20245300000
20174500000
20942400000
20693000000
20947900000
22028400000

<u>Ham – Whole, Half, Quarter, Portion, Slices</u>
UPC
22098700000
20533600000
26188600000
26304000000
26041000000
25862300000
26256000000
26279900000
20274900000
20234600000
22529500000
22522300000
22619200000
25927000000
26271900000
26279400000
26298200000
26314300000

<u>Hog Head</u>
UPC
20679800000

TURKEY PRODUCTS

<u>Turkey – Whole, Half, Quarter</u>
UPC
25650400000
22847300000
22816900000
26283900000
20328900000
22095500000
22637400000
22637800000
25151300000
25151500000
26206800000
26271400000
26276400000
26292800000
26292600000
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22636300000
25138600000
25938500000
26048900000
20456900000
22636700000
25138100000
26284200000
25138000000
26300800000
26165400000
26165500000

<u>Turkey – Whole, Half, Quarter</u>
UPC
26165300000
22467000000
22467100000
26221800000
22091800000
26329200000
20238700000
20261900000
20263800000
27008100000
20697300000
20204800000
23187700000
25410100000
22108200000
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20193600000
22561100000
20454400000
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26300600000
20106600000
26049400000
26049500000
26049600000
26049200000
25791400000
25791500000
25791600000
21625100000

<u>Turkey – Whole, Half, Quarter</u>
UPC
22636800000
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25138300000
25938200000
26048600000
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20303000000
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22636100000
25138400000
25938300000
26048700000
26048700000
22636200000
25138500000
25938400000
26048800000
26311400000
22637000000
22637100000
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25849000000
25938700000
25961300000
25961400000
25961500000
25949600000
26301200000
26301300000
26301400000
26222700000
26222900000
20208400000
26131900000
20699100000
26163600000

<u>Turkey – Whole, Half, Quarter</u>
UPC
20841100000

<u>Turkey – Breast, Drumsticks, Thighs, Wings, Pieces, Tenderloin, Ground</u>
UPC
21207700000
20286000000
22636900000
22637900000
25151700000
26339100000
22467200000
26067800000
20264400000
22590000000
20238800000
20261800000
20264100000
27010000000
26167100000
26049300000
20221300000
26235300000
22875000000
20511700000
20239500000
26168700000
26168700000
26257100000
26291700000
26292000000
26291800000
26291900000
25063000000
26329300000
22098400000

<u>Turkey – Breast, Drumsticks, Thighs, Wings, Pieces, Tenderloin, Ground</u>
UPC
26061900000
26179600000
26179700000
26271200000
26271300000
26132000000
20302400000
20287700000
20152800000
20553900000
20555500000
22561000000
26049100000
25961700000
20193300000
20262600000
27017200000
22099300000
22017300000
20515600000
20262600000
22813100000
25107400000
25926100000
25925300000
26071900000
26071900000
26257300000
26257300000
22448900000
22109800000
20260200000
20293700000
26194200000
20239700000
20264300000
26257200000

<u>Turkey – Breast, Drumsticks, Thighs, Wings, Pieces, Tenderloin, Ground</u>
UPC
26257200000
25009000000
20568100000
26284100000
26291600000
26291600000
26291600000
26291500000
26291400000
26194000000
20264200000
20239800000
27016000000
20262500000
22016100000
20262500000
20193200000
22099100000
22813000000
25107100000
25926200000
26072400000
26257400000
26257400000
26283300000
22448700000
22109200000
20237900000
20291700000

<u>Turkey Gizzard, Heart, Neck, Tails</u>
UPC
20118500000
22591500000

<u>Turkey Gizzard, Heart, Neck, Tails</u>
UPC
25785100000
25125700000
25785100000
26183600000
26309000000
25960700000
20141600000
22089300000
25960800000
20291800000
26194100000
20206000000
20239600000
20264500000
20193400000
21048300000
20262700000
25107200000
25926300000
25925400000
26066800000
26257500000
26257500000
22448800000
22109600000
20238200000
22877500000
22879500000
25649800000

<u>Turkey Ham</u>
UPC
20557500000
20553100000
22678700000
22678800000
22678800000
22678700000
26255800000
22878400000

<u>Turkey Ham</u>
UPC
22879200000
22872800000
22873600000
25646000000
25646400000
25648800000
25649200000
26284000000
22638100000

MISCELLANEOUS MEATS

<u>Miscellaneous</u>
UPC
20132900000
25645800000
25646800000
25646900000
25648600000
25649600000
25933300000
25933300000
21000000000
21000000000
22504800000
22504900000
22505000000
22505100000
22505200000
22505300000
22505400000
22505500000
22505600000
22505700000
22505800000
22505900000
22586500000
26134200000
22875700000
22876500000
22869200000
22869700000
22870100000
22872500000
22872900000
22873200000
22873300000
22873700000
22878900000
25496200000
25507200000
25507300000
25507400000
25507500000
25507600000
25507700000

<u>Miscellaneous</u>
UPC
25507800000
25507900000
25644300000
25889300000
25889400000
22722400000

<u>Duck (Whole, Breast)</u>
UPC
27093500000
26333600000

<u>Goat</u>
UPC
20608400000

<u>Goose</u>
UPC
22108900000

<u>Lamb (Breast, Chop, Rib, Steak, Ground, Roast, Leg, Shank, Stew Meet, Shoulder)</u>
UPC
25006500000
20946500000
20523000000
25856300000
26043400000
20569900000
22101800000
22028000000
22106900000
22107000000
25856800000

<u>Lamb (Breast, Chop, Rib, Steak, Ground, Roast, Leg, Shank, Stew Meet, Shoulder)</u>
UPC
26043200000
26043200000
26043300000
26043300000
25856600000
25007400000
25856400000
22027800000
20953200000
25856500000
26042600000
26042900000
20272000000
20575900000
25857100000
25856700000
26043100000
26043100000
26042500000
26042500000
26042500000
26220800000
22471900000
25048500000
20953300000
26043000000
26043000000
22102300000
20570400000
20834800000
25046500000
26042800000
26042800000
25006400000
26042700000
26042700000

<u>Lamb (Breast, Chop, Rib, Steak, Ground, Roast, Leg, Shank, Stew Meet, Shoulder)</u>
UPC
20839600000
20271400000
25856900000
25857000000
26066400000
25006600000
25006700000

<u>Oxtails</u>
UPC
22626900000
22471700000

SEAFOOD

<u>Arctic Char</u>
UPC
26183700000

<u>Barramundi</u>
UPC
26048200000

<u>Catfish</u>
UPC
25838300000
26174700000
20946900000
25906100000
26018000000
25906100000
26253500000
22477800000
26291100000
22100000000

<u>Clams</u>
UPC
26231900000

<u>Cod</u>
UPC
26094000000
20966000000
20973300000
20984600000
25885700000
25885700000
26183800000
26196000000
26209700000
26253800000
26261700000
26262000000
26260700000
26196000000
26196000000

<u>Cod</u>
UPC
26196000000
25885800000
26170100000
26183100000
26183100000
25902500000
25866500000
25866500000
25203600000
25902500000
25866500000
25866500000
26033700000
25902500000
26033700000
26183000000
26207500000

<u>Crab (Crabmeat, Cakes, Legs, Snowcrab)</u>
UPC
26250600000
26250600000
26258700000
26250600000
22475100000
22475700000
20743300000
25096100000
26277100000
22069700000
26231800000
22727400000
26253400000
26276800000
26277200000
26253300000
26250100000
26250100000
26277300000

<u>Crab (Crabmeat, Cakes, Legs, Snowcrab)</u>
UPC
26250000000
26231300000
20607200000
22583400000
22394100000

<u>Crawfish</u>
UPC
22489000000
25840100000
25127900000
25128000000
22530700000
22053300000

<u>Croaker</u>
UPC
20676700000

<u>Dover</u>
UPC
26173800000
26084900000

<u>Flounder</u>
UPC
22490400000
26094300000
26208500000
26174200000

<u>Grouper</u>
UPC
22490300000
26093100000
26260400000

<u>Haddock</u>
UPC
25866600000
25905800000
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25905800000
26125300000
26174300000
26207800000
26210000000
26028900000
26261800000
26262100000
26260800000
26028900000
20688600000

<u>Halibut</u>
UPC
25886500000
20719000000
25839100000
26224600000
26229600000
26174400000
26033800000
26170200000

<u>Herring</u>
UPC
20655700000
22577300000

<u>Lobster</u>
UPC
22041300000
26255700000
22084000000
22892300000
22040900000
22083100000
22083200000

<u>Lobster</u>
UPC
20654300000
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25869500000
25884900000
26231200000
26231400000
22041100000
26290400000
22518100000
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20654100000
22891700000
26151300000
22891600000
22892500000
26277000000
26277000000
26277000000
22892200000
22892000000
22892100000

<u>Mahi Mahi</u>
UPC
25184400000
25886100000
20972400000
20147800000
25886200000
25866100000
25886000000
25906200000
26270600000
26270500000
26270900000
26270800000
26270900000
25270900000

<u>Mahi Mahi</u>
UPC
26270900000

<u>Octopus</u>
UPC
22488400000

<u>Orange Roughy</u>
UPC
26174000000

<u>Perch</u>
UPC
20688700000
22057400000
26185800000
26185800000

<u>Pike</u>
UPC
26172200000
26171100000

<u>Pollack</u>
UPC
26229400000
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26094400000
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26094400000
26185200000
26208600000

<u>Red Fish</u>
UPC
22443300000

<u>Rockfish</u>
UPC
26084800000
26129600000
26255100000
26261500000
26261900000
26262300000
26260500000

<u>Salmon</u>
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<u>Salmon</u>
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Salmon UPC
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Salmon UPC
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Salmon UPC
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Salmon UPC
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Salmon
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Salmon
UPC
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Scallop
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26231600000
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26173400000

Sea Bass
UPC
26276700000
26174600000
26276600000

Shad
UPC
20658200000

Shark
UPC
26151400000

Shrimp
UPC
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Shrimp
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Smelts
UPC
20934400000

Snapper
UPC
25866300000
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25866300000
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26253900000
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26093200000
26277400000

Sol
UPC
25963000000

Spot
UPC
20658100000

Squid
UPC
22488700000
22488600000

Steelhead
UPC
26171700000

Striped Bass
UPC
26028200000

Swai
UPC
26252700000
22508100000
22041800000

Swordfish
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26262400000

Tilapia
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25885600000
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25838800000

Tilapia
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Tilapia
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20972800000
20991600000
22490900000
22063900000
22063900000
26258600000
26048000000
20927500000
22474800000
22475600000

Tripe
UPC
20697900000
20588900000
22765200000

Trout
UPC
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Trout
UPC
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26084200000

Tuna
UPC
26230600000
26213700000
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26229800000
26223700000
26253600000

<u>Tuna</u>
UPC
26229800000
26223700000
26253600000
26213700000
26213700000

<u>Walleye</u>
UPC
26168600000
26173900000
20974400000

<u>Whitefish</u>
UPC
26174100000

ADDENDUM B

Bagged Citrus – Descriptions and UPCs

Description	UPC
Large Orange Bag (5lb)	3338311004
Large Orange Bag (5lb)	3338312082
Large Orange Bag (5lb)	3338313003
Large Orange Bag (5lb)	3338313004
Large Orange Bag (5lb)	3338313123
Large Orange Bag (5lb)	3338314004
Large Orange Bag (5lb)	3338314613
Large Orange Bag (5lb)	3338318802
Large Orange Bag (5lb)	3383130033
Large Orange Bag (5lb)	3651511004
Large Orange Bag (5lb)	4280800235
Large Orange Bag (5lb)	7224075780
Large Orange Bag (5lb)	9214811004
Large Orange Bag (5lb)	9670400159
Large Orange Bag (5lb)	60504962305
Large Orange Bag (5lb)	79192811004
Large Orange Bag (5lb)	79192811006
Large Orange Bag (5lb)	81361802336
Large Orange Bag (5lb)	81387901071
Large Orange Bag (5lb)	81865401129
Large Orange Bag (5lb)	84043710121
Large Orange Bag (5lb)	84258610025

Description	UPC
Large Orange Bag (5lb)	84585700048
Large Orange Bag (5lb)	84634000146
Large Orange Bag (5lb)	84634001519
Large Orange Bag (5lb)	84720401042
Large Orange Bag (5lb)	85979400744
Large Orange Bag (5lb)	89973400245
Large Orange Bag (5lb)	89973400261
Large Orange Bag (5lb)	89973400262
Large Orange Bag (5lb)	780461755057
Organic Grapefruit (4lb)	82890400061
Organic Grapefruit (4lb)	72906298615
Organic Grapefruit (4lb)	81468301007
Organic Grapefruit (4lb)	3307460321
Organic Grapefruit (4lb)	60504944217
Organic Grapefruit (4lb)	61046210116
Organic Oranges (3lb)	68113116060
Organic Oranges (3lb)	1466816004
Organic Oranges (3lb)	82890459545
Organic Oranges (3lb)	81468301249
Organic Oranges (3lb)	1466816005
Organic Oranges (3lb)	81468301243
Organic Oranges (3lb)	1466816002

Description	UPC
Organic Oranges (3lb)	84720401176
Organic Oranges (3lb)	89842900256
Organic Oranges (3lb)	3338310402
Organic Oranges (3lb)	3307460313
Organic Oranges (3lb)	82890459760
Organic Oranges (3lb)	81675400003
Organic Oranges (3lb)	60504946568
Organic Oranges (3lb)	68113116075
Organic Oranges (3lb)	3651512002
Organic Oranges (3lb)	84043710200
Organic Oranges (3lb)	3307460318
Organic Oranges (3lb)	68113117947
Organic Oranges (3lb)	72906298686
Organic Oranges (3lb)	72906298696
Organic Oranges (3lb)	72906299023
Small Orange Bag (3lb)	1420003348
Small Orange Bag (3lb)	3338310401
Small Orange Bag (3lb)	3338311942
Small Orange Bag (3lb)	3338311991
Small Orange Bag (3lb)	3338312080
Small Orange Bag (3lb)	3338313022
Small Orange Bag (3lb)	3338314610

Description	UPC
Small Orange Bag (3lb)	3338314621
Small Orange Bag (3lb)	3338314626
Small Orange Bag (3lb)	3651511942
Small Orange Bag (3lb)	3651511943
Small Orange Bag (3lb)	7224054054
Small Orange Bag (3lb)	7224075734
Small Orange Bag (3lb)	9670400158
Small Orange Bag (3lb)	40009445594
Small Orange Bag (3lb)	60504949197
Small Orange Bag (3lb)	61420003348
Small Orange Bag (3lb)	79192811942
Small Orange Bag (3lb)	81361802030
Small Orange Bag (3lb)	81387901063
Small Orange Bag (3lb)	81865401128
Small Orange Bag (3lb)	81865401168
Small Orange Bag (3lb)	84043710006
Small Orange Bag (3lb)	84043710106
Small Orange Bag (3lb)	84258610023
Small Orange Bag (3lb)	84585700047
Small Orange Bag (3lb)	84585700114
Small Orange Bag (3lb)	84634000150
Small Orange Bag (3lb)	84634001488

Description	UPC
Small Orange Bag (3lb)	85093700112
Small Orange Bag (3lb)	85126400321
Small Orange Bag (3lb)	85245300230
Small Orange Bag (3lb)	85716900504
Small Orange Bag (3lb)	85841000524
Small Orange Bag (3lb)	85979400743
Small Orange Bag (3lb)	86010700179
Small Orange Bag (3lb)	88264800083
Small Orange Bag (3lb)	89973400233
Small Orange Bag (3lb)	89973400246
Small Orange Bag (3lb)	780461755058
Tangerines (2lb)	81037601104
Tangerines (2lb)	19500401
Tangerines (2lb)	85771300537