

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI**

LEONARD PERRY, on behalf of himself)	
and all others similarly situated,)	
)	
Plaintiff,)	Cause No. 2022-CC10425
)	
vs.)	Division: 20
)	
SCHNUCK MARKETS, INC.)	
)	
Defendant.)	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”), dated May 23, 2023, is made and entered into by and among Plaintiff Leonard Perry (“Plaintiff” or “Class Representative”), on behalf of himself and the proposed Settlement Class, and Schnuck Markets, Inc. (“Schnucks”) on the other hand (collectively, the “Parties”).

1. DEFINITIONS

1.1 “Action” means *Leonard Perry v. Schnuck Markets, Inc.*, Case No. 2022-CC10425 (Circuit Court of the City of St. Louis, Missouri).

1.2 “Administration of Settlement” is defined in Paragraph 6.3.

1.3 “Agreement” or “Settlement Agreement” or “Settlement” means this Settlement Agreement, Exhibits, and the settlement embodied herein.

1.4 “Alcohol Product” or “Alcohol Products” means wine or spirits sold by Schnucks in the state of Missouri during the Class Period.

1.5 “Attorneys’ Fees” means all Attorneys’ Fees, Costs, and Expenses incurred by Class Counsel in this Action.

1.6 “Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.7 “Claimant” means a Settlement Class member who makes a Claim for benefits under this Settlement Agreement.

1.8 “Claims Administrator” means Epiq Class Action & Claims Solutions, Inc. (“Epiq”), the third-party settlement administrator chosen by the Parties to provide Notice of the Settlement to the Settlement Class and administer the Settlement, subject to approval of the Court.

1.9 “Claims Deadline” means the final time and date by which a Claim must be postmarked or submitted to the Settlement Website in order for a Class Member to be entitled to any of the settlement consideration contemplated by this Agreement. The Claims Deadline shall be sixty (60) days after the Notice Date.

1.10 “Claim Form” means the form that the Settlement Class member must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein.¹ The Claim Form shall be reformatted by the Claims Administrator and approved by the Parties as needed. The Claim Form will be available on the website and will be linked to email notices.

1.11 “Class Counsel” means Adam Goffstein of Goffstein Law, LLC and Daniel Orłowsky of Orłowsky Law, LLC.

1.12 “Class Period” means from December 3, 2015 through February 15, 2023.

1.13 “Class Representative” means Plaintiff Leonard Perry.

1.14 “Class Settlement Amount” means the amount of the settlement remaining for the class members as referenced in Section 4 after payment to the Class Administrator referenced in Section 10 and payment of the Service Award referenced in Paragraph 4.1.2.

1.15 “Court” means the Circuit Court of the City of St. Louis, Missouri.

1.16 “Effective Date of Settlement” or “Effective Date” means the date upon which the Settlement in the Action shall become effective and final, and occurs when the Final Judgment has

¹ The parties will submit the Claim Form (Exhibit A) at or prior to the Preliminary Approval hearing.

been entered and all times to appeal therefrom have expired with (1) no appeal or other review proceeding having been commenced (must be commenced 30 days from Final Approval Order per Missouri Court Rules); or (2) an appeal or other review proceeding having been commenced, and such appeal or other review having been concluded such that it is no longer subject to review by any court, whether by appeal, petitions for rehearing or reargument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been resolved in a manner that affirms the Final Judgment in all material respects.

1.17 “Fees, Costs, and Expenses” means the reasonable attorneys’ fees, costs, and expenses incurred by counsel for Plaintiffs and awarded by the Court, not to exceed the amount agreed to by the Parties.

1.18 “Final Judgment” means a judgment entered by the Court, as discussed in Section 13, below.

1.19 “Litigation” means all claims and causes of action asserted, including those asserted in the Action, or that could have been asserted, against Schnucks and the Released Parties, including any and all appellate rights, as well as any other such actions by and on behalf of any other individuals or putative classes of individuals originating, or that may originate, in the jurisdictions of the United States against Schnucks relating to the allegations in the Petition. The Parties represent that they are unaware of any such actions pending other than this Action.

1.20 “Notice” means the “Notice of Pendency and Proposed Settlement of Class Action,” substantially in the forms attached hereto which is to be electronically mailed to Settlement Class members, subject to approval by the Court. The Notice is attached hereto as **Exhibits B** (email notice), **C** (postcard notice) and **D** (long form notice) to this Settlement Agreement. Notice will also be provided via geo-fencing and internet marketing detailed with and conducted by the administrator.

1.21 “Notice Date” means the first date upon which the First Notice is disseminated.

1.22 “Opt-Out Date” means the date by which Settlement Class members must submit their request to be excluded from the Settlement Class in accordance with Section 7 in order for that request to be effective.

1.23 “Parties” means (i) Plaintiff, on behalf of himself and the Settlement Class; and (ii) Schnucks.

1.24 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision thereof, and any business or legal entity, and each of their respective spouses, heirs, predecessors, successors, representatives, agents and/or assignees.

1.25 “Petition” means the Class Action Petition for Damages filed by Plaintiff on December 3, 2020, before the Court.

1.26 “Plaintiff” means Leonard Perry.

1.27 “Plausible” means more likely than not.

1.28 “Preliminary Approval Order” means the order preliminarily approving the Settlement and directing Notice to the Settlement Class of the pendency of the Action and of the Settlement, to be entered by the Court.

1.29 “Proof of Purchase” means a receipt or other document issued by Schnucks indicating that one has paid for an Alcohol Product.

1.30 “Released Claims” means any and all claims and causes of action of every nature and description (including Unknown Claims), whether arising under federal, state, statutory, regulatory, common, foreign, or other law, that arise in any way from or relate to the Litigation against Schnucks referenced in the Petition (other than claims to enforce the Settlement).

1.31 “Released Parties” means Schnucks and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and each and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Litigation.

1.32 “Service Award” means the amount awarded by the Court to Class Representative in recognition of his services as Class Representative. The funds for any Service Award will come from the Class Settlement Amount as outlined in Paragraph 4.1. For tax purposes the award will be treated as 100% non-wage claim payment.

1.33 “Schnucks” means Schnuck Markets, Inc.

1.34 “Schnucks’ Counsel” means Baker & Hostetler LLP and its local counsel, Husch Blackwell LLP.

1.35 “Schnucks Rewards Members” means customers that currently are enrolled in Schnucks’ rewards program. Schnucks represents that it has email addresses for more than seventy-five (75) percent of its Schnucks Rewards Members.

1.36 “Settlement Class” means all Persons who, as a resident of the state of Missouri, purchased an Alcohol Product from Schnucks (either online or in a store located in the state of Missouri) for personal, family, or household use during the Class Period.

1.37 “Unit of Alcohol” means the unit measure of wine or spirit advertised or sold; i.e., a single bottle (or box) of wine or a single bottle of spirit equals one (1) unit of alcohol.

1.38 “Unknown Claims” means any of the Released Claims that any Settlement Class members, including the Class Representative, do not know or suspect to exist in his/her favor at the

time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Class Representatives expressly shall have, and each of the other Settlement Class members shall be deemed to have, and by operation of the Final Judgment shall have, waived the provisions, right, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class members, including the Class Representative, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Class Representative expressly shall have, and each other Settlement Class member shall be deemed to have, and by operation of the Final Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all of the Released Claims. The Parties acknowledge, and Settlement Class members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

2. RECITALS

2.1 On December 3, 2020, Plaintiff filed a Class Action Petition against Schnucks in the Circuit Court for the City of St. Louis. The Petition alleged that Schnucks made false and misleading price comparisons in connection with the advertisement and sale of alcohol in its print advertisements,

in-store shelf signs, mailing circulars, receipts, and on Schnucks' website. Plaintiff asserted two causes of action against Schnucks: (1) Violation of the Missouri Merchandising Practices Act ("MMPA"); and (2) Unjust Enrichment.

2.2 On February 12, 2021, Schnucks filed a motion to dismiss the Petition in its entirety. The motion was fully briefed and argued by the Parties on April 7, 2021. On August 31, 2021, Judge Joan L. Moriarty granted Schnucks' motion to dismiss in part, dismissing Plaintiff's claim for unjust enrichment and request for punitive damages, and denied the motion in all other respects.

2.3 On November 2, 2021, Schnucks filed a petition for writ of prohibition, seeking a preliminary and permanent writ prohibiting Judge Moriarty from taking any further action on the case other than dismissing the Petition in its entirety with prejudice. The Court of Appeals Eastern District denied the Petition on November 3, 2021. On November 12, 2021, Schnucks filed a petition for writ of prohibition with the Missouri Supreme Court, which was denied on December 21, 2021.

2.4 Since December 2021, the Parties have engaged in discovery.

2.5 On November 30, 2022, the Parties participated in a full-day in-person mediation with Mediator Hon. William Ray Price (Ret.) of Armstrong Teasdale. The Parties were unable to reach a resolution at that mediation session but scheduled a follow-up mediation with Judge Price for December 19, 2022.

2.6 On December 19, 2022, the Parties again mediated for a full day and were again unable to reach a resolution. The Parties then met to discuss settlement a third day on December 20, 2022, and agreed to settlement terms in principle, and the Parties have subsequently finalized all settlement terms outlined in this Settlement Agreement.

2.7 The Class Representative and Class Counsel believe this Settlement Agreement confers substantial benefits on the Settlement Class and is in the best interest of the putative class. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that

the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class members in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Schnucks, trial risk, and appellate risk.

2.8 Schnucks denies any liability or wrongdoing of any kind associated with the claims alleged in the Petition and contends that this Litigation is not appropriate for class action treatment (outside of this proposed Settlement) pursuant to the Missouri Rules of Civil Procedure or any other federal or state rule, statute, law, or provision. Schnucks further asserts 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, Schnucks will not oppose the Court's certification of the Settlement Class contemplated by this Agreement solely for purposes of effectuating this Settlement. Other than for purposes of this Settlement, Schnucks does not waive its objections to certification of the Settlement Class, or any other class, in this Litigation as a litigation class.

2.9 **NOW, THEREFORE**, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by and among Plaintiff, individually and on behalf of the Settlement Class and Schnucks that, subject to the approval of the Court, the Litigation be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions:

3. STIPULATED CLASS ACTION SETTLEMENT CERTIFICATION

3.1 Only for purposes of effectuating the Settlement, the Class Representative, Class Counsel, and Schnucks agree and stipulate to certification of the Settlement Class as defined in this Agreement. The Class Representative, Class Counsel, and Schnucks further agree and stipulate that, subject to Court approval, Class Counsel shall act as counsel for the Settlement Class.

3.2 The Class Representative, Class Counsel, and Schnucks agree and stipulate that the Settlement should be approved by the Court, and that the Court should make a determination that

the Settlement is fair, reasonable, and adequate, and made in good faith. Class Counsel shall bear the expenses and responsibility for taking all necessary measures to obtain Court approval, including, without limitation, preparing and filing all papers with the Court necessary for obtaining such approval, and following the required procedures for a good faith determination.

18. The Class Representative, Class Counsel, and Schnucks agree and stipulate that the Parties shall timely submit the motions for Preliminary and Final Approval of the Parties' Settlement to the Court. The Preliminary Approval Motion will be filed within ten (10) days after this Agreement is executed by the Parties.

4. SETTLEMENT BENEFITS TO CLASS

4.1 In exchange for the terms and considerations set forth herein, and subject to Court approval, Schnucks agrees to pay a Class Settlement Amount up to but never exceeding \$4,000,000.00 (Four Million Dollars and xx/100) subject to the claims process outlined below ("Class Settlement Amount"). The Class Settlement Amount shall be paid out as follows:

4.1.1 All Costs of Notice and Claims Administration Costs incurred in accordance with this Agreement.

4.1.2 A Service Award paid to the Class Representative up to \$5,000.00 (five thousand dollars and xx/100). Attorney's Fees are not paid from the Class Settlement Amount and are paid pursuant to Section 11.

4.1.3 Payments to Settlement Class Members shall consist of the amount remaining up to the Class Settlement Amount, which shall be allocated as follows, and reduced *pro rata*, as outlined in Paragraph 4.1.4, should the Claims exceed the remaining Class Settlement Amount:

- (a) **Group 1:** All Settlement Class members who submit a valid Claim attesting that they purchased between one (1) and twenty-four

(24) Units of Alcohol Products from Schnucks during the Class Period will be eligible to recover a one-time payment of \$11.00. No Proof of Purchase is necessary to receive compensation in Group 1.

(b) **Group 2:** All Settlement Class members who submit a valid Claim, to include Proof of Purchase, demonstrating that they purchased between twenty-five (25) and sixty (60) Units of Alcohol Products from Schnucks during the Class Period will be eligible to recover a one-time payment of \$25.00.

(c) **Group 3:** All Settlement Class members who submit a valid Claim, to include Proof of Purchase, demonstrating that they purchased more than sixty-one (61) Units of Alcohol Products from Schnucks during the Class Period will be eligible to recover a one-time payment of \$72.00.

4.1.4 *Pro rata reduction:* Should the total dollar amount of the valid Claims to be paid out pursuant to Paragraph 4.1.3 exceed the remaining Class Settlement Amount after deductions are made for the costs of Notice, Administration, and Service Awards, the payments to Settlement Class Members shall be reduced *pro rata* as follows:

(a) All Settlement Class Members in Group 3 with a valid Claim will receive a one-time payment of \$72.00.

(b) All Settlement Class Members in Group 2 with a valid Claim will receive a one-time payment of \$25.00.

(c) All Settlement Class Members in Group 1 with a valid Claim will receive a *pro rata* share of the funds remaining in the Class Settlement Amount after deductions are made for the costs of Notice,

Administration, Service Awards and Payments to Valid Claimants in Groups 2 and 3.

(1) In the unlikely event that the Class Settlement Amount is exhausted from payments made to Settlement Class Members in Group 3 and/or Group 2 leaving zero remaining funds for Settlement Class Members in Group 1, there will be *pro rata* reductions to Group 2 and Group 3. Whatever *pro rata* reduction is used for Group 2, Group 3's reduction will be 50% of the reduction amount used for Group 2 until the funds referenced in Paragraph 4.1 are extinguished.

4.1.5 Settlement Class members seeking reimbursement under this Section must complete and submit either a written or online valid Claim Form to the Claims Administrator, postmarked or electronically submitted on or before the Claims Deadline.

5. RELEASE

5.1 Settlement Class members who do not opt-out of the Settlement in accordance with Court approved opt-out procedures and deadlines release any and all claims arising from or related to claims asserted in the Litigation.

5.2 The obligations incurred under this Settlement shall be in full and final disposition of the Litigation and of any and all Released Claims as against all Released Parties.

5.3 Upon the Effective Date, and without any further action, the Settlement Class members, including the Class Representative, for good and valuable consideration the adequacy of which is hereby acknowledged, shall fully, finally, and forever release, relinquish, and discharge any and all Released Claims against each and every one of the Released Parties, and shall forever be barred

and enjoined, without the necessity of any of the Released Parties posting a bond, from commencing, instituting, prosecuting, or maintaining any of the Released Claims. Upon the Effective Date, and without any further action, Class Representative further agrees not to knowingly and voluntarily assist in any way any third party in commencing or prosecuting any suit against the Released Parties relating to any Released Claim.

5.4 The Final Judgment and Order of Dismissal shall dismiss the Litigation with prejudice and shall incorporate the terms of this release.

6. ADMINISTRATION OF THE SETTLEMENT AND CLASS NOTICE

6.1 The Claims Administrator shall provide notice to the Settlement Class members and administer the Settlement under the Parties' supervision and subject to the exclusive jurisdiction of this Court.

6.2 Dissemination of the Notice shall be accomplished by the Claims Administrator and shall comply with the following:

6.2.1 *Class Member Information*: No later than five (5) days after entry of the Preliminary Approval Order, Schnucks shall provide the Claims Administrator with the available names, addresses, and email addresses of potential Settlement Class Members based on the Schnuck's Rewards Database (collectively, "Class Member Information"). The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided for in this Agreement, or to provide all data and information in its possession to the Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.

6.2.2 *Settlement Website*: Prior to the dissemination of the Notice, the Parties agree to direct the Claims Administrator to create a website with a domain name: www.SchnucksPricingSettlement.com, or if not available, a website name to be agreed on by the Parties dedicated to providing information related to the Action and this Settlement. The website will include the information in the Notice, access to relevant publicly available court documents relating to the Action, a FAQ Section, Payment Method Section, Address Update Section, Contact Us form, instructions on opting - out, instructions on objecting, and provide Settlement Class members with the ability to make Claims and submit documents to supplement or cure deficient Claims. The Website will provide a link to the Schnucks rewards website and instructions advising Rewards Members how they can access their purchase history through their Rewards Account and add it to their claim to make a claim for Group 2 and Group 3.

6.2.3 *Settlement Toll-Free Number*: Prior to the Notice Date the Claims Administrator shall establish and maintain a toll-free telephone number with information relevant to this Settlement.

6.2.4 Within twenty-eight (28) days of receiving the Schnucks Reward Member's Information, the Claims Administrator shall complete the first round of dissemination of the Notice (triggering the Notice Date) pursuant to Paragraph 6.2.5. Within twenty-one (21) days thereafter, the second round of dissemination of the Notice shall be completed.

6.2.5 Notice shall be given by electronic mail to all Schnuck's Rewards Members whose email addresses are known. The email Notice will: (1) notify Settlement Class members of the Settlement and relevant terms; (2) provide them with the URL to the Settlement Website and a telephone number they can call to obtain additional

information about the Settlement; and (3) instructs them on how to make a Claim for Settlement Funds or opt-out.

(a) If an email “bounces back” or is returned undelivered, and a physical address is readily available, the Claims Administrator will send a postcard notice via U.S. Mail within twenty-one (21) days of learning of the “bounce back” or undelivered email. If a physical address is known for a Rewards Member, but not email address, the Rewards Member will be sent a postcard notice at the time the email notices are sent pursuant to 6.2.4 and 6.2.5.

(b) The Parties acknowledge that Settlement Class Members may include individuals that are not Schnucks Reward Members. The Claims Administrator will use a focused internet and social media advertisement campaign to provide notice to these Settlement Class Members also to be initiated on the Notice Date (or another date if agreed upon by the Parties).

6.2.6 Notice is subject to review and approval by the Parties as well as a notice expert at the chosen Claims Administrator, specializing in providing notice and administration to class members.

6.2.7 All Settlement Class members shall have sixty (60) days after the Notice Date to submit a Claim.

6.2.8 Settlement Class Members with valid Claims will be provided the option to receive any payment due to them pursuant to the terms of this Agreement via various digital methods or by U.S. Mail.

6.3 The administration of the Settlement is defined as the approval of the form of notice program and all related forms; e-mailing and publications of the Notice; creation and maintenance of Settlement Website and phone help-line; day-to-day administration of the Settlement, including responding to Settlement Class member inquiries; weekly delivery to the Parties of any requests for opt-outs or objections; communication to the Parties about any issues that may arise; and the preparation of an Affidavit of Fairness of the Notice Program to be submitted to the Court with the Motion for Final Approval; calculation of *pro-rata* distributions if necessary; and delivery of payments to the Class Members.

6.4 The Notice program and website shall be designed to provide for simplicity, maximum clarity and ease of Claim submission and to obtain payment. Claims may be made by filling out an online Claim Form to be developed by the Claims Administrator and agreed to by the Parties, or if requested by a Settlement Class Member, submitting an equivalent paper claim by mail.

6.5 The Claims Administrator shall inform Class Counsel and Schnucks' Counsel regarding all material aspects of the claims process on a weekly basis including Claims made, Claims accepted, Claims rejected, Opt-outs, Objectors and all substantive communications with Settlement Class members. Class Counsel may assist Settlement Class members with the claims process and intercede with the Claims Administrator on their behalf.

6.6 Multiple payment methods will be available including electronic payments and mailed checks. All settlement checks shall be void one hundred and twenty (120) days after issuance and shall bear the language: "This check must be cashed within 120 days of its date, after which time it is void." If a check becomes void, the Settlement Class member shall have an additional one hundred and twenty (120) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class member will have failed to meet a condition precedent to recovery of Settlement benefits, the Settlement Class member's right to receive monetary relief shall

be extinguished, and Schnucks shall have no obligation to make payments to the Settlement Class member or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than two hundred and forty (240) days from the Effective Date, requests for re-issuance need not be honored after such checks become void, except for good cause as determined by the Claims Administrator in its professional judgment. The funds on any voided checks shall revert back to the Class Settlement Amount and will not be considered “unclaimed” or “uncollected” for escheatment purposes.

6.7 All Settlement Class members who fail to timely submit a Claim for any benefits hereunder within the time frames set forth within, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the Settlement set forth within, but will in all other respects be subject to, bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Final Judgment.

6.8 No Person shall have any claims against the Claims Administrator, Class Representative, Class Counsel, Released Parties, and/or Schnucks’ Counsel based on distribution of benefits to Settlement Class members. Nothing contained herein shall be deemed a release of any claim against the Claims Administrator for its breach of fulfilling its duties due under its administration obligations.

7. OPT-OUT PROCEDURES

7.1 Under the procedure set forth in the Notice, Settlement Class members have the right and ability to exclude themselves from the Settlement Class as set forth in the proposed preliminary approval order. In order to validly be excluded from the Settlement, the Settlement Class member must send a letter to the Claims Administrator no later than sixty (60) days after the Notice Date, stating he or she wants to be excluded from the Settlement in the Action and including his or her name, address, Proof of Purchase of Alcohol Product or Alcohol Products and signature. If the opt-

out is untimely or otherwise fails to comply with any of the provisions for a valid opt-out, it shall not be considered a valid opt-out.

7.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 7.1, above, shall be bound by the terms of this Settlement Agreement and Final Judgment entered thereon.

7.3 The Claims Administrator shall cause copies of requests for exclusion from Settlement Class members to be provided to Class Counsel and Schnucks' Counsel as they are received in their weekly update. No later than ten (10) days after the Opt-Out Date, the Claims Administrator shall provide Class Counsel and Schnucks' Counsel a complete and final list of all known Settlement Class members who have excluded themselves from the Settlement. Class Counsel shall provide this information to the Court before the Final Fairness Hearing.

7.4 In the event that within ten (10) days after the Opt-Out Date, there have been requests for exclusion totaling more than six hundred (600) individuals, Schnucks may void this Settlement Agreement, in its sole discretion, by notifying Class Counsel in writing. If Schnucks voids this Settlement Agreement under this Paragraph, (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

8. OBJECTION PROCEDURES

8.1 The Notice will inform the Settlement Class members that they may submit a written objection in this Action, *Leonard Perry v. Schnuck Markets, Inc.*, Case No. 2022-CC10425 in the Circuit Court of the City of St. Louis, Missouri. To be valid, an objection must state: (a) the objector's full name, address, telephone number (if any), and e-mail address (if any); (b) information identifying the objector as a Settlement Class member, including valid Proof of Purchase of Alcohol Products during the Class Period; (c) a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit; (d) the identity of all lawyers (if any) representing the objector; (e) the identity of all of the objector's lawyers (if any) who will appear at the Final Fairness Hearing; (f) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection; (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; and (h) the objector's signature or the signature of the objector's duly authorized lawyer or other duly authorized representative.

8.2 In addition to the foregoing, objections should also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last ten (10) years and (b) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative.

8.3 The Notice will further inform Settlement Class members that to be considered timely, any valid objection in the appropriate form must be **filed** with the Circuit Court of the City of St. Louis, Missouri no later than sixty (60) days after the Notice Date. The Notice will also inform Settlement Class members that they must send via **mail** a copy of their objection to one Class Counsel

and one Defense Counsel at the addresses listed below, postmarked no later than sixty (60) days after the Notice Date:

COURT	CLASS COUNSEL	SCHNUCKS' COUNSEL
22nd Judicial Circuit Court of Missouri 10 N. Tucker Blvd. St. Louis, Missouri 63101	Adam Goffstein Goffstein Law, LLC 7777 Bonhomme Ave, 19th Floor, St. Louis (Clayton), MO 63105 Daniel Orłowsky Orłowsky Law, LLC 7777 Bonhomme Ave, Suite 1910 St. Louis, MO 63105	Bethany G. Lukitsch BAKER & HOSTETLER LLP 11601 Wilshire Blvd. Suite 1400 Los Angeles, California 90025 Aaron Chickos Husch Blackwell LLP 190 Carondelet Plaza, Suite 600 St. Louis, MO 63105

8.4 The Parties agree that Plaintiff and Class Counsel will take the lead in drafting responses to any objections to the Settlement, including any appeals filed by the objectors. However, both Parties retain their rights to make any argument(s) in response to any objector.

8.5 Any Settlement Class member who fails to comply with the requirements for objecting in this Section 8 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Section 8. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Judgment to be entered upon final approval, shall be pursuant to appeal and not through a collateral attack.

9. DISPUTE RESOLUTION FOR CLAIMS

9.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class member; and (2) the Claimant has provided all information needed to complete the claim form, including any documentation (e.g. Proof of

Purchase) that may be necessary (collectively, “Complete and Plausible”). The Claims Administrator may, at any time, request from the Claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the Claim (“Claim Supplementation”), e.g., documentation confirming Proof of Purchase. The Claims Administrator will authorize the payment of the claim if it believes the Claim is Complete and Plausible.

9.2 Any Claim that is denied by the Claims Administrator will be sent to Class Counsel and Schnucks’ Counsel for review within ten (10) days of being denied by Claims Administrator. Within ten (10) days of receipt, Class Counsel and Schnucks’ Counsel will make a joint determination that either: (i) the Claims are Complete and Plausible and the Claim initially denied by the Claims Administrator should be paid; (ii) the Claim should be denied, or (iii) the Claimant will be permitted fourteen (14) days to submit Claim Supplementation. There will be no appeal rights to the Claimant.

9.3 Any Claim that is reduced or downgraded by the Claims Administrator, i.e., a Claimant is downgraded from one Group to a lower Group, will be sent to Class Counsel and Schnucks’ Counsel for review within ten (10) days of being reduced by the Claims Administrator. Within ten (10) days of receipt, Class Counsel and Schnucks’ Counsel will make a joint determination that either: (i) the Claims Administrator reduction was correct; (ii) the Claims Administrator reduction was incorrect and is overruled, or (iii) the Claimant will be permitted fourteen (14) days to submit Claim Supplementation. There will be no appeal rights to the Claimant.

10. NOTICE AND ADMINISTRATION EXPENSES

10.1 Per Paragraph 4.1.1, all costs of notice and administration, including, without limitation, the fees and expenses of the Claims Administrator, costs associated with determining the validity of a Claim and Service Award, shall be paid by Schnucks as part of the Class Settlement Amount. The payment of any Service Award will be paid to Class Counsel consistent with Paragraphs 11.3 and 11.4 below.

11. ATTORNEYS' FEES

11.1 In addition to the Class Settlement Amount, Schnucks will pay Attorneys' Fees, as approved by the Court, of \$1,320,000.00 (one million three hundred twenty thousand dollars and xx/100).

11.2 The Parties did not discuss or agree upon payment of Attorneys' Fees until after they agreed on all materials terms of relief to the Settlement Class.

11.3 Any Attorneys' Fees and Service Award granted by the Court shall be paid within twenty-one (21) days after the Effective Date of Settlement.

11.4 Schnucks shall pay any Attorneys' Fees and Service Award granted by the Court to the Attorneys Bank of America Trust Account (routing number, wire transfer number, account name and number to be provided by Class Council to Schnucks Attorneys upon execution of this Agreement). It is the sole responsibility of Class Counsel to ensure the Service Award is paid in full to the Class Representative.

11.5 No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, and expenses shall affect whether the Settlement becomes effective and final or constitute grounds for cancellation or termination of this Settlement Agreement, except that the payment of the attorneys' Fees, Costs, and Expenses, as agreed to in Paragraph 11.1, will not be paid until any appeal or other review proceeding regarding the attorneys' Fees, Costs, and Expenses has been resolved.

12. PRELIMINARY APPROVAL OF SETTLEMENT

12.1 Within ten (10) days after the execution of the Settlement Agreement, Class Counsel and Schnucks' Counsel shall jointly submit this Settlement Agreement to the Court and file a Motion for Preliminary Approval of the Settlement (Class Counsel will lead in drafting) with the Court

requesting entry of the Preliminary Approval Order attached to Plaintiffs' Motion for Preliminary Approval, or an order substantially similar to such form, requesting, *inter alia*:

- 12.1.1 Certification of the Settlement Class for settlement purposes only;
- 12.1.2 Preliminary approval of the Settlement as set forth herein;
- 12.1.3 Appointment of Class Counsel as counsel for the Settlement Class;
- 12.1.4 Appointment of Class Representative as representative for the Settlement Class;
- 12.1.5 Approval of a short form of notice, which includes a notice to be individually emailed and/or mailed and posted to the Settlement Class members (Exhibits B and C), as well as a detailed long form notice that will be posted on the Settlement Website (Exhibit D);
- 12.1.6 Appointment of a Claims Administrator as jointly agreed by the Parties.

13. FINAL JUDGMENT

13.1 If the Preliminary Approval Order is entered by the Court, Class Counsel will move the Court, within the time frames contemplated by the Preliminary Approval Order, for entry of a Final Judgment.

14. TERMINATION

14.1 If the Effective Date of Settlement does not occur, or if the Settlement is terminated or fails to become effective , then (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action

or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms this Agreement shall be treated as vacated, *nunc pro tunc*.

15. NO ADMISSION OF WRONGDOING OR LACK OF MERIT

15.1 The terms of this Settlement (whether the Settlement becomes final or not), the negotiations leading up to this Settlement, the fact of the Settlement, and the proceedings taken pursuant to the Settlement, shall not: (a) be construed as an admission of liability or an admission of any claim or defense on the part or any Party, in any respect; (b) form the basis for any claim of estoppel by any third-party against any of the Released Parties; or (c) be admissible in any action, suit, proceeding, or investigation as evidence, or as an admission of any wrongdoing or liability whatsoever by any Party, or as evidence of the truth of any of the claims or allegations contained in the Complaint. The terms of this Settlement may be used by either party in an effort to enforce this Settlement.

16. MISCELLANEOUS PROVISIONS

16.1 All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

16.2 The Parties to the Settlement intend and agree that the Settlement is a final and complete resolution of all disputes related to the Action by the Class Representative and the Settlement Class members who have not timely excluded themselves from the Settlement.

16.3 The Parties agree that the benefits provided herein and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties to the Settlement with the assistance of an experienced and independent mediator, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

16.4 This Settlement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties or their successors-in-interest.

16.5 The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

16.6 The Parties hereby irrevocably submit to the continuing and exclusive jurisdiction of the Court for any suit, action, proceeding, or disputing arising out of or relating to this Settlement as embodied in the Settlement or its applicability, and agree that they will not oppose the designation of such suit, action, proceeding, or dispute as a related case to the Action.

16.7 The Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to the Settlement shall exchange among themselves original signed counterparts. Electronically transmitted signatures are valid signatures as of the date thereof.

16.8 The construction, interpretation, operation, effect, and validity of the Settlement, and all documents necessary to effectuate it, shall be governed by the laws of the State of Missouri. The Parties understand and agree that any disputes arising out of the Settlement shall be governed and construed by and in accordance with the laws of the State of Missouri.

16.9 The Settlement shall not be construed more strictly against one Party to the Settlement than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that the Settlement is the result of arm's-length negotiation between the Parties to the Settlement, and all Parties to the Settlement have contributed substantially and materially to the preparation of the Settlement.

16.10 Any and all counsel and Parties to the Settlement who execute the Settlement and any of the exhibits hereto, or any related Settlement documents, represent that they have reviewed and understand those documents and have the full authority to execute the Settlement, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement to effectuate its terms.

16.11 Class Counsel and Schnucks' Counsel agree to recommend approval of the Settlement by the Court and to undertake their best efforts and cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement and the entry of the Final Judgment.

16.12 If the Court asks the Parties to modify any aspect of this Settlement Agreement, or if it appears that a modification of this Settlement Agreement might resolve an issue identified by the Court as an impediment to its granting Preliminary Approval or Final Approval of the Settlement Agreement, the Parties will meet and confer in good faith to resolve any issues identified by the Court. Any such modification of this Settlement Agreement will be by written mutual consent of the Parties, and no Party will be obligated to accept modifications without its consent.

16.13 No arbitration agreement or class action waiver between Schnucks and any Class Member will have an effect upon whether this Settlement Agreement applies to any Class Member.

16.14 In the event of a bona fide dispute between the Parties regarding the meaning, interpretation, validity or enforceability of any term or aspect of this Settlement Agreement, either Party may file a motion with the Court seeking a ruling on the disputed issue. All deadlines will be tolled upon the filing, until a ruling is received from the Court.

16.15 If the date for performance of any act required by or under this Settlement Agreement falls on a Saturday, Sunday, federal holiday, or Court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Settlement Agreement.

16.16 Any time period, date or deadline described in this Settlement Agreement may be modified, without notice to the Settlement Class: (a) if set by a Court order, as applicable; or (b) by mutual written agreement of the Parties. The Settlement website will advise Settlement Class Members

whether any Court-ordered time periods, dates, or deadlines have been changed, including dates for the Final Approval Hearing.

16.17 All of the sections, paragraphs, recitals, and Exhibits to this Settlement Agreement are material and integral parts of this Settlement Agreement and are hereby fully incorporated into this Settlement Agreement. If any exhibit to this Settlement Agreement has not been drafted as of the date of execution of this Settlement Agreement, upon being drafted and agreed upon by the Parties such Exhibit will become a material and integral part of this Settlement Agreement and will hereby be fully incorporated into this Settlement Agreement.

(Space Intentionally Left Blank with Signature Pages to Follow)

IN WITNESS WHEREOF, the Parties have, through their respective counsel, executed this

Settlement as of the date first above written.

PLAINTIFF LEONARD PERRY



Date: 5-26-23

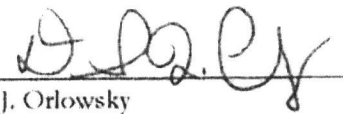
SCNHUCK MARKETS, INC.

By: _____

Title: _____

Date: _____

Approved as to form and content by counsel for Plaintiff and the Settlement Class:

By: /s/ 
Daniel J. Orlowsky
Orlowsky Law, LLC
7777 Bonhomme Ave, Suite 1910,
St. Louis (Clayton), MO 63105
Tel: 314.725.5151
Fax: 314.724.2668
dan@orlowskylaw.com

By: /s/ 
Adam M. Goffstein
GOFFSTEIN LAW, LLC
7777 Bonhomme Ave, 19th Floor,
St. Louis (Clayton), MO 63105
Tel: 314.455.7369
Fax: 314.455.7278
adam@goffsteinlaw.com

IN WITNESS WHEREOF, the Parties have, through their respective counsel, executed this

Settlement as of the date first above written.

PLAINTIFF LEONARD PERRY

Date: _____

SCNHUCK MARKETS, INC.

David W. Bell

By: David W. Bell

Title: Chief Financial Officer

Date: 05 / 26 / 2023



Approved as to form and content by counsel for Plaintiff and the Settlement Class:

By: /s/ _____

Daniel J. Orlowsky

Orlowsky Law, LLC

7777 Bonhomme Ave, Suite 1910,

St. Louis (Clayton), MO 63105

Tel: 314.725.5151

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Approved as to form and content by counsel for Schnucks:

By: /s/ 
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