

IMPORTANT LEGAL MATERIALS

If you are or were a participant in or the authorized representative of a participant in Pennsylvania's Special Supplemental Nutrition Program for Women, Infants and Children ("WIC") from January 1, 2009 through December 31, 2013 and you purchased items on the WIC food list with WIC Checks and/or Cash Value Vouchers (CVVs) from any Fresh Grocer store in Pennsylvania

YOU COULD RECEIVE BENEFITS FROM A SETTLEMENT

*The Court of Common Pleas of Philadelphia County, Pennsylvania authorized this Notice.
This is not a solicitation from a lawyer*

A settlement has been entered into on behalf of all Pennsylvania residents who are or were participants in and/or were the authorized representative of a participant in Pennsylvania's WIC program from January 1, 2009 through December 31, 2013 who purchased items on the WIC food list with WIC Checks and/or CVVs from any Fresh Grocer store location in Pennsylvania, and Fresh Grocer Holdings, LLC, Chew Foods, LLC, 5601 Foods, LLC, Chester Avenue Foods, LLC, Walnut Street Supermarkets, LLC, BroadNU Enterprises, LLC, State Road Foods, LLC and Fresh Grocer Holdings, LP (collectively "Fresh Grocer"). Fresh Grocer will provide an Initial Distribution to all Settlement Class Members consisting of a \$5.00 cash payment in the form of a check and five (5) coupons with a face value of \$6.00 each with a minimum spend threshold of \$40.00 per coupon (*i.e.* \$6.00 off any purchase of \$40.00). These coupons will be freely transferable, good for use at any Fresh Grocer location in Pennsylvania, good for the purchase of any item for sale in the store (not just items on the WIC food list), and stackable (*i.e.* with an \$80.00 spend, two coupons can be used; \$120.00 spend, three coupons can be used, etc.) These coupons will expire six (6) months after the date they are mailed.

If less than 50% of the value of the coupons sent in the Initial Distribution are redeemed then there will be a Second Distribution where each Settlement Class Member will receive additional coupons subject to the same terms and conditions as before (the "Second Distribution"), as follows: (i) If the total number of coupons redeemed is less than 20% of the Guaranteed Redemption¹, each Class Member will receive ten (10) coupons; (ii) If the total number of coupons redeemed is greater than 20% but less than 80% of the Guaranteed Redemption, each Class Member will receive five (5) coupons; and (iii) If the total number of coupons redeemed is greater than 80% but less than 100% of the Guaranteed Redemption, each Class Member will receive three (3) coupons.

If, after the expiration of the Second Distribution, the total number of coupons redeemed (both during the Initial Distribution and the Second Distribution) is less than 50% of the coupons sent in the Initial Distribution then there will be a Third Distribution where each Settlement Class Member will receive additional coupons subject to the same terms and conditions as before, as follows: (i) If the total number of coupons redeemed is less than 20% of the Guaranteed Redemption, each Class Member will receive ten (10) coupons; (ii) If the total number of coupons redeemed is greater than 20% but less than 80% of the Guaranteed Redemption, each Class Member will receive five (5) coupons; and (iii) If the total number of coupons redeemed is greater than 80% but less than 100% of the Guaranteed Redemption, each Class Member will receive three (3) coupons.

¹ The Guaranteed Redemption is 50% of the total number of coupons actually issued to the Class Members during the Initial Distribution

If, upon expiration of the Third Distribution, the Guaranteed Redemption has not been satisfied, there shall be a Final Printing and Distribution of coupons sufficient to satisfy the Guaranteed Redemption. Coupons, in the sum of \$3.00 shall be available, on a daily basis (of not more than 200 coupons per day, per store) at each customer service desk located in Defendants' currently operating Pennsylvania stores named as Defendants in this matter, for use by WIC participating Fresh Grocer customers purchasing \$20 or more (one coupon per \$20 minimum spend) of WIC approved purchases. The coupons shall remain available for redemption until they have all been redeemed.

In addition, Fresh Grocer shall make available the sum of \$1,250,000 ("Fund") from which the Class Members' statutory attorneys' fees and expenses claim, subject to Court approval, will be paid. Furthermore, in the event that any money remains available after payment of statutory attorneys' fees and expenses claim and/or any checks remain uncashed after 180 days from the date of the issuance to the Class Members, the sum total of the money from the uncashed checks together with any money remaining in the Fund ("Remainder"), will be distributed by check to each Class Member, pro rata and directly mailed to the Class Members pursuant to the list the Claims Administrator has assembled. To the extent that it is not economically feasible to distribute the Remainder as described above, the Remainder shall be disposed of consistent with Pa. R. Civ. P. 1716(a) and (b), and any orders of the Court. Fresh Grocer shall not be entitled to retain any undistributed funds. This Notice is a description of important terms of the Class Action Settlement Agreement ("Agreement"), but it does not set forth every term of that Agreement or modify that Agreement. You may obtain a copy of the entire Agreement with more detail at www.anapolweiss.com.

If you are receiving this Notice, it is because the Court believes, after investigation, that you meet the definition of individuals who are entitled to receive benefits from this settlement. You may submit exclude yourself from the settlement, or object to it, as set forth in greater detail in the Agreement and below.

The Court of Common Pleas of Philadelphia County, Pennsylvania authorized this notice. On July 20, 2016, the Court will hold a hearing in Courtroom 246 at 10 a.m., City Hall to consider whether to approve this settlement, so that the benefits may be distributed. The hearing may be adjourned by the Court without further notice.

WHO'S INCLUDED?

You are a Class Member as defined by the Agreement, if you fall into the following group:

Pennsylvania residents who are or were participants in and/or were the authorized representative of a participant in Pennsylvania's WIC program from January 1, 2009 through December 31, 2013 who purchased items on the WIC food list with WIC Checks and/or CVVs from any Fresh Grocer store location in Pennsylvania.

WHAT'S THIS ABOUT?

A class action lawsuit was filed against Fresh Grocer. The lawsuit alleges that Fresh Grocer committed an unfair and deceptive trade practice by failing to ensure that all WIC participants who purchased items on the WIC food list from Fresh Grocer locations in Pennsylvania with WIC checks or CVVs were permitted to use a "Fresh Rewards" discount card and receive the benefit of any sale price for the items purchased. The lawsuit also alleges other violations of Pennsylvania law.

This settlement resolves all claims against all of the Fresh Grocer entities identified above. Fresh Grocer **HAS NOT** admitted to doing anything wrong, and the Court has not found that Fresh Grocer has done anything wrong. However, Fresh Grocer wishes to enter into this Agreement to release the Released Parties, as defined in the Agreement, from any potential liability and to end all further litigation by plaintiffs.

HOW DO I RECEIVE BENEFITS?

In order to receive the benefits of the settlement as described previously, you need not do anything. If the Court approves the settlement any and all benefits will be sent to you directly at the address to which this Notice was addressed. If the address to which this Notice was sent is no longer your address you should immediately advise Claims Administrator, Rust Consulting, at the address below. If you do not advise the Claims Administrator of your new address, any benefits to which you are entitled will be sent to the address where this Notice was addressed.

WHAT ARE MY OTHER OPTIONS?

If you do not want to be legally bound by this settlement, you must exclude yourself – or opt-out – within 45 days of the date of the post-mark on this Notice. Your request to opt-out must itself be postmarked not later than the 45th day after the date of the postmark of this Notice. Should you choose to opt-out, you will not receive any of the benefits of this settlement. If you want to be included in the settlement but do not agree to all the terms, you can object. Should you choose to object, you must deliver to Plaintiffs’ Class Counsel and Defense Counsel identified below by U.S. Mail so that it is postmarked by not later than forty-five (45) days after the postmark of this Notice, a written statement setting forth your objection and any supporting brief you wish to file, you must also file your objection with the Court so that it is received by the Court on or before that same date. You may prepare, file, and serve your written objection and any supporting brief on your own or through an attorney retained at your own expense. All objections need to be delivered to the following people at the following addresses:

Upon Fresh Grocer’s Defense Counsel at: Steven E. Angstreich, Esquire Weir & Partners, LLP The Widener Building 1339 Chestnut Street, Suite 500 Philadelphia, PA 19107	Upon Plaintiff’s Class Counsel at: David S. Senoff, Esquire Anapol Weiss One Logan Square, 130 North 18 th Street Suite 1600 Philadelphia, PA 19103	Upon the Court: Prothonotary of the Court of Common Pleas of Philadelphia County, Pennsylvania Room 284, City Hall Broad and Market Streets Philadelphia, PA 19107
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FOR MORE INFORMATION

For more information, visit www.anapolweiss.com, call toll-free 1-866-903-0634, or write to:

WIC Settlement Administration
c/o Rust Consulting, Inc.
PO Box 10373
Des Moines, IA 50306-0373

