

If you are a Missouri resident who purchased wine or spirits from Schnucks in Missouri between December 3, 2015 and February 15, 2023, you qualify for a payment from a class action settlement.

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

NO PROOF OF PURCHASE IS REQUIRED FOR A PAYMENT

- A proposed \$4 million dollar Settlement in a class action lawsuit titled *Leonard Perry v. Schnuck Markets, Inc.*, Case No. 2022-CC10425 (the “Lawsuit”), was filed in the Circuit Court of the City of St. Louis, State of Missouri.
- The Lawsuit alleges that the grocery store chain Schnuck Markets, Inc. (“Schnucks”) used misleading price comparisons in connection with the advertisement and sale of wine and spirits (“Alcohol Products”) in all Schnucks’ Missouri store locations. Schnucks disagrees with Plaintiff’s claims and denies any wrongdoing. There has been no trial.
- You are included in this Settlement as a Class Member if you were a Missouri resident who purchased ANY Alcohol Products from Schnucks (either online or in a store located in the state of Missouri) between December 3, 2015 and February 15, 2023, for personal, family or household use.
- Settlement Class Members are entitled to receive **one** of the following monetary payments from the Settlement depending on the number of eligible Alcohol Product purchases:

Group 1: A one-time payment of **\$11.00** for Class Members who purchased at least one (1) Alcohol Product from Schnucks during the Class Period. **No proof of purchase is required.**

Group 2: A one-time payment of **\$25.00** for Class Members who purchased between twenty-five (25) and sixty (60) units of Alcohol Products from Schnucks during the Class Period. **Proof of Purchase is necessary.**

Group 3: A one-time payment of **\$72.00** for Class Members who purchased sixty-one (61) or more units of Alcohol Products from Schnucks during the Class Period. **Proof of Purchase is necessary.**

If you are a Schnucks Rewards Member, you may be able to access your Schnucks receipts by signing into your account on Schnucks’ website (nourish.schnucks.com/schnucks-rewards) or by using the Schnucks Rewards App. Your Schnucks Rewards account will only save receipts if you used your Schnucks Rewards account during checkout. Please visit www.SchnucksPricingSettlement.com for additional instructions.

- **Your legal rights are affected even if you do nothing. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM	The only way to get a payment. You must request a payment by September 8, 2023 at www.SchnucksPricingSettlement.com .
ASK TO BE EXCLUDED	Get no payment. The only option that allows you to individually sue Schnucks over the claims resolved by this Settlement. You must exclude yourself by September 8, 2023 .
OBJECT	Write to the Court about why you do not like the Settlement. To object, you must be a member of the Settlement Class. You must object by September 8, 2023 .
DO NOTHING	Get no payment. Give up rights.

- 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. Payments will only be made if the Court approves the Settlement and after any appeals are resolved.

**QUESTIONS? CALL TOLL-FREE 1-877-664-9133
OR VISIT WWW.SCHNUCKSPRICINGSETTLEMENT.COM**

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BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about the proposed Settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

Judge Michael Stelzer of the 22nd Judicial Circuit of Missouri is overseeing this case. The case is known as *Leonard Perry v. Schnuck Markets, Inc.*, Case No. 2022-CC10425, in the Circuit Court of the City of St. Louis, State of Missouri. The person who sued, Mr. Leonard Perry, is called the Plaintiff. Schnuck Markets, Inc. (“Schnucks”) is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Schnucks made false and misleading price comparisons in connection with the advertisement and sale of alcohol (wine and spirits) in its print advertisements, in-store shelf signs, mailing circulars, receipts, and on Schnucks’ website. The lawsuit seeks compensation for those individuals who were adversely affected by Schnucks’ alleged misleading price comparisons on its Alcohol Products.

Schnucks denies all of the Plaintiff’s claims and say they did not do anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” In this case, the Class Representative is Leonard Perry. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and the people affected will get a chance to receive compensation. The Class Representative and his attorneys think the Settlement is best for all Class members. The Settlement does not mean that Schnucks did anything wrong.

WHO IS IN THE SETTLEMENT?

ANY Missouri resident who purchased alcohol (wine and spirits) from Schnucks (either online or in a store located in the state of Missouri) between December 3, 2015 and February 15, 2023.

5. How do I know if I’m included in the Settlement?

You are included in this Settlement as a Class Member if you were a Missouri resident who purchased one or more Alcohol Products (wine and spirits) from a Schnucks (either online or in a store located in the state of Missouri) between December 3, 2015 and February 15, 2023 for personal, family or household use.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-877-664-9133 with questions or visit www.SchnucksPricingSettlement.com. You may also write with questions to:

Epiq Class Action & Claims Solutions, Inc.
Leonard Perry v. Schnuck Markets, Inc.
P.O. Box 5627
Portland, OR 97228-5627

**QUESTIONS? CALL TOLL-FREE 1-877-664-9133
OR VISIT WWW.SCHNUCKSPRICINGSETTLEMENT.COM**

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement makes up to \$4 million dollars available to pay Class Members who purchased Alcohol Products from Schnucks (either online or in a store located in the state of Missouri) between December 3, 2015 and February 15, 2023.

More details are in a document called the Settlement Agreement, which is available at www.SchnucksPricingSettlement.com.

8. How much will payments be?

Settlement Class Members qualify to receive one of the following monetary payments from the Settlement depending on their number of eligible Alcohol Product purchases.

Group 1: All Settlement Class members who submit a valid claim attesting under penalty of perjury that they purchased at least one (1) Alcohol Product (wine and spirits) from Schnucks during the Class Period will be entitled to a one-time payment of \$11.00. **No Proof of Purchase is necessary to receive this one-time payment.**

Group 2: All Settlement Class members who submit a valid claim including 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.

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

These Settlement payments, along with the cost of administering the Settlement, are subject to an overall cap of \$4,000,000.00 (Four Million Dollars and xx/100). Depending on the number of claims made, payments may need to be prorated if the total claims exceed \$4 million. The Settlement Agreement explains specifically how the aggregate cap works in different scenarios.

For payments made under Group 2 and 3 (which require Proof of Purchase), a claims administrator will decide, based on a Claim Form (see the “How to Get Benefits” section below) and additional documentation, whether a claim should be paid under the Settlement.

If you are a Schnucks Rewards Member, you may be able to access your Schnucks receipts by signing into your account on Schnucks’ website (nourish.schnucks.com/schnucks-rewards) or by using the Schnucks Rewards App. Your Schnucks Rewards account will only save receipts if you used your Schnucks Rewards account during checkout. For instructions on how to access past receipts using your Schnucks Rewards account, please visit www.SchnucksPricingSettlement.com for instructions.

More details are in a document called the Settlement Agreement, which is available at www.SchnucksPricingSettlement.com.

HOW TO GET BENEFITS

9. How do I get benefits?

To ask for a payment, you must complete a Claim Form. Claim Forms are available online at www.SchnucksPricingSettlement.com, or you may request one by mail by calling 1-877-664-9133. Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **September 8, 2023** to:

Epiq Class Action & Claims Solutions, Inc.
Leonard Perry v. Schnuck Markets, Inc.
P.O. Box 5627
Portland, OR 97228-5627

**QUESTIONS? CALL TOLL-FREE 1-877-664-9133
OR VISIT WWW.SCHNUCKSPRICINGSETTLEMENT.COM**

REMAINING IN THE SETTLEMENT

10. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement. If you want to receive a Settlement payment, you will need to submit a valid Claim Form (request for payment) no later than **September 8, 2023**.

11. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Schnucks for the claims being resolved by this Settlement. The specific claims you are giving up against Schnucks are described in Section 1.30 of the Settlement Agreement. You will be “releasing” Schnucks and all related people as described in Section 5 of the Settlement Agreement. The Settlement Agreement is available at www.SchnucksPricingSettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 15 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this Settlement, but you want to keep the right to sue Schnucks about issues in this case, then you must take steps to get out. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

12. If I exclude myself, can I benefit from this Settlement?

No. If you exclude yourself, you will not receive any funds or benefit from this Settlement.

13. If I don’t exclude myself, can I sue Schnucks for the same thing later?

No. You must exclude yourself to sue Schnucks for the same thing later.

14. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the Settlement in *Leonard Perry v. Schnuck Markets, Inc.*, Case No. 2022-CC10425, in the Circuit Court of the City of St. Louis, State of Missouri. Include your name, address, Proof of Purchase of Alcohol Product(s) and signature. You must mail your Exclusion Request postmarked by **September 8, 2023**, to:

Epiq Class Action & Claims Solutions, Inc.
Leonard Perry v. Schnuck Markets, Inc.
P.O. Box 5627
Portland, OR 97228-5627

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THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes. The Court appointed the following as “Class Counsel”: Adam M. Goffstein, Goffstein Law, LLC, 7777 Bonhomme Ave, Suite 1910, St. Louis (Clayton), MO 63105, and Daniel J. Orłowsky, Orłowsky Law, 7777 Bonhomme Ave, Suite 1910, St. Louis (Clayton), MO 63105. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel will ask the Court for an attorneys’ fee award (inclusive of fees, costs and expenses) not to exceed \$1,320,000.00 (one million three hundred twenty thousand dollars and xx/100). Any amount that the Court awards for attorneys’ fees, costs and expenses will be paid separately from the benefits available to the Class and will not reduce the amount of payments to the Class.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don’t agree with the Settlement or some part of it.

17. How do I tell the Court that I do not like the Settlement?

You can object to the Settlement if you don’t like some part of it. The Court will consider your views. To do so, you must file a written objection in this case, *Leonard Perry v. Schnuck Markets, Inc.*, Case No. 2022-CC10425, in the Circuit Court of the City of St. Louis, State of Missouri. Your objection **must** include **all of** the following:

- Your full name, address, telephone number and email address (if any);
- Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (for example – a receipt showing a purchase of an Alcohol Product from Schnucks made during the relevant class period);
- A written statement of all grounds for the objection, accompanied by any legal support for the objection you believe is applicable;
- The identity of all lawyers (if any) representing you;
- The identity of all your lawyers (if any) who will appear at the Final Fairness Hearing;
- A list of all persons who will be called to testify at the Final Fairness Hearing in support of your objection;
- A statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;
- Your signature or the signature of your duly authorized lawyer or other duly authorized representative (along with documentation setting forth such representation);
- A list, by case name, court, and docket number, of all other cases in which you (directly or through a lawyer) have filed an objection to any proposed class action settlement within the last ten (10) years;
- A list, by case name, court, and docket number, of all other cases in which your lawyer (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last ten (10) years; and
- A list, by case name, court, and docket number, of all other cases in which you have been a named plaintiff in any class action or served as a lead plaintiff or class representative.

To be timely, your objection in the appropriate form must be **filed** with the Clerk of the Circuit Court of the City of St. Louis, State of Missouri, Division 6, 10 N. Tucker Blvd., St. Louis, MO 63101 no later than **September 8, 2023**. In addition, you must mail a copy of your objection to one Class Counsel and one Defense Counsel at the addresses listed below, postmarked no later than **September 8, 2023**:

**QUESTIONS? CALL TOLL-FREE 1-877-664-9133
OR VISIT WWW.SCHNUCKSPRICINGSETTLEMENT.COM**

COURT	CLASS COUNSEL	DEFENSE COUNSEL
22 nd Judicial Circuit Court of Missouri 10 N. Tucker Blvd. St. Louis, MO 63101	Adam Goffstein Goffstein Law, LLC 7777 Bonhomme Ave, Suite 1910 St. Louis (Clayton), MO 63105 Daniel J. Orlosky Orlosky Law 7777 Bonhomme Ave, Suite 1910 St. Louis (Clayton), MO 63105	Bethany G. Lukitsch Kamran B. Ahmadian Baker & Hostetler LLP 11601 Wilshire Boulevard Suite 1400 Los Angeles, CA 90025 Aaron Chickos Husch Blackwell LLP 190 Carondelet Plaza, Suite 600 St. Louis, MO 63105

18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you don't exclude yourself from the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court will hold a Fairness Hearing at 10:00am on **October 10, 2023**, at the Courthouse for the Circuit Court of the City of St. Louis, State of Missouri, Division 6, Civil Courts Building, 10 N. Tucker Blvd., St. Louis, MO. The hearing may be moved to a different date, location or time without additional notice, so you should check www.SchnucksPricingSettlement.com or call 1-877-664- 9133 for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

20. Do I have to attend the hearing?

No. Class Counsel will answer any questions that the Court may have regarding the terms of the Settlement, but you or your own lawyer are welcome to attend at your expense. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your proper written objection on time with the Court and mailed it according to the instructions under Question 17, above, the Court will consider it. You may also have your own lawyer attend, but it is not necessary.

21. May I speak at the hearing?

If you are objecting to the Settlement, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating that it is your "Notice of Intention to Appear in *Leonard Perry v. Schnuck Markets, Inc.*, Case No. 2022-CC10425." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **September 8, 2023**, and must be sent to the addresses listed in Question 17.

**QUESTIONS? CALL TOLL-FREE 1-877-664-9133
OR VISIT WWW.SCHNUCKSPRICINGSETTLEMENT.COM**

IF YOU DO NOTHING

22. What happens if I do nothing?

If you do nothing, you'll get no benefits from this Settlement. But, unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Schnucks about the legal issues in this case, ever again for the class period of December 3, 2015 through February 15, 2023.

GETTING MORE INFORMATION

23. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at www.SchnucksPricingSettlement.com. You can also get a Claim Form at the website, or by calling the toll-free number, 1-877-664-9133. You may also write with questions to:

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Leonard Perry v. Schnuck Markets, Inc.
P.O. Box 5627
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