

**TO:** All those persons who were members of Sam’s Club during the Settlement Class Period and purchased from Sam’s Club certain “Fresh Products” and returned such product to Sam’s Club.

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

**Myriam Fejzulai, et al. v. Sam’s West Inc., et al.**

**Case Name:** *Myriam Fejzulai, et al. v. Sam’s West Inc., et al.* (Case No. 6:14-cv-03601-BHH)

**Class Period:** Settlement class period is based on the state in which you reside:

START DATE	END DATE	STATE
9/11/1999	11/9/17	KY
9/11/2004	11/9/17	IA, IL, IN, LA, RI, WV, WY
9/11/2006	11/9/17	MT, OH
9/11/2008	11/9/17	AL, AZ, CT, GA, HI, MA, ME, MI, MN, MS, ND, NJ, NM, NV, NY, OR, SD, TN, UT, VT, WA, WI
9/11/2009	11/9/17	AK, AR, CA, CO, DC, DE, FL, ID, KS, MD, MO, NC, NE, NH, OK, PA, SC, TX, VA

**Deadlines:**

- **Objections:** March 26, 2018
- **Exclusions:** March 26, 2018
- **Claim Filing:** March 26, 2018
- **Court Hearing on Fairness of Settlement:** April 9, 2018 at 2 p.m.

**More Information:**

Sam’s Freshness Guarantee  
c/o RG/2 Claims Administration

Toll Free: 1-866-742-4955  
www.samsclubfreshnesssettlement.com

**Your Legal Rights and Options in this Settlement:**

<b>Submit an online Claim Form</b>	In order to receive a monetary benefit from the Settlement, you must complete and submit an online Claim Form at <a href="http://www.samsclubfreshnesssettlement.com">www.samsclubfreshnesssettlement.com</a> or a mailed claim form within the time specified.
<b>Exclude Yourself</b>	You have the right to exclude yourself from this settlement. If you exclude yourself you will receive no benefits, but you will not be giving up your legal claims against the defendants.
<b>Object to the Settlement</b>	Write to the Court about why you don’t like the settlement. You may also appear at the fairness hearing. The Court will consider your objections whether or not you appear at the fairness hearing.
<b>Go to the Fairness Hearing</b>	Ask to speak in Court about the fairness of the settlement.
<b>Do Nothing</b>	Get no payment. Give up rights.

**These rights and options and the deadlines to exercise them are explained below.**

# BASIC INFORMATION

## 1. What is the purpose of this Notice?

The Court has granted preliminary approval of a class action settlement.

To be a part of this settlement, you must meet the following definition of the Settlement Class:

All those persons who were members of Sam's Club during the Settlement Class Period and purchased from Sam's Club certain "Fresh Products" (to be defined more specifically but to generally include certain fresh meat, seafood, produce or bakery items) and returned such product to Sam's Club.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Court in charge of the case is the United States District Court for the District of South Carolina, and the case is known as *Myriam Fejzulai, et al. v. Sam's West Inc., et al.*, Case No. 6:14-cv-03601-BHH. The people who sued are called the Class Representatives, and the company they sued, Sam's Club, is called the Defendant.

The Court authorized this notice because Settlement Class Members have a right to know about a proposed settlement of this class action lawsuit, and about their options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will disburse settlement benefits allowed under the settlement agreement between the parties.

## 2. What is this lawsuit about?

The lawsuit claims that Sam's Club at times did not fully honor the Freshness Guarantee with respect to certain fresh products purchased at Sam's Clubs within the United States.

Sam's Club denies any and all liability or wrongdoing with respect to the claims alleged in the lawsuit, but desires to settle the case because a settlement will avoid the risk, expense and distraction of continued litigation.

## 3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case Myriam Fejzulai, Monica Moore and Morgan Chikosi), sue on behalf of people who have similar claims. All of these people are members of the Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

## 4. Why is there a settlement?

The Court did not decide in favor of the Class Representatives or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and the risk, expense and distraction of continued litigation. The Class Representatives and the attorneys think the settlement is best for everyone involved.

## Who Is In The Settlement

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

The Court has decided that for settlement purposes, any Sam's Club Member who, during the time periods set forth in the Class Period section on page 1 of this Notice, purchased certain "Fresh Products" (as defined more specifically below) from a Sam's Club within the United States and returned that product but did not receive full value of the Freshness Guarantee is considered a Settlement Class Member. Fresh Products are certain foods in the meat, deli, produce, bakery or seafood

departments of Sam's Club that are sold fresh (i.e., fruits, vegetables, meats and seafood) or prepared fresh by Sam's Club or are "farm-to-club" fresh products. The Freshness Guarantee means the Freshness Guarantee set forth in the Sam's Member Benefits Pamphlet as follows: "Refunds on Fresh Product (i.e., Meat, Bakery or Produce) will follow the 200% guarantee: Double the Member's money back OR refund of the original purchase price and replacement of the item."

#### **6. I'm still not sure if I am included.**

If you are still not sure if you are included in the Class, you may speak with a claims specialist by calling the Freshness Guarantee Claims Administrator toll-free at 1-866-742-4955.

## **The Settlement Benefits**

#### **7. What does the settlement provide?**

The settlement provides for the following relief:

A. Sam's Club will fund a Class Settlement Amount of up to \$6,000,000. The Class Settlement Amount will be used to provide Settlement Class Members with the opportunity to apply for and receive a gift card (redeemable towards purchases made at Walmart stores, Sam's Club stores, walmart.com, or samsclub.com), and to pay for administration of the settlement proceeds, to pay attorney fees and expenses, and to pay for incentive awards to the Class Representatives. The anticipated value of the gift card will be \$10, although the actual amount for any gift card could be higher or lower depending on the number of claims submitted.

B. In exchange for these settlement benefits, Plaintiffs and each Settlement Class Member who has not validly and timely requested exclusion from the settlement shall be deemed to have fully, finally, and forever released any and all claims against the Defendant relating to the nature of the lawsuit.

#### **8. How much will my payment be?**

Each Settlement Class Member is entitled to a gift card with an anticipated value of \$10, but the actual amount could be higher or lower depending on the number of claims submitted. Each Settlement Class Member may only receive one gift card no matter how many returns they may have made during the Settlement Class Period.

## **How You Get A Payment**

#### **9. How can I get a payment?**

To qualify for a payment from the settlement, you must submit a Claim Form. To file a Claim Form, visit the settlement website, [www.samsclubfreshnesssettlement.com](http://www.samsclubfreshnesssettlement.com). You must complete the Claim Form in full and submit to the Claims Administrator on or before March 26, 2018. Failure to provide complete and accurate information could result in a denial of your claim.

#### **10. When would I get my payment?**

The Court will hold a hearing on April 9, 2018 at 2 p.m. to decide whether to approve the settlement. If the settlement receives final approval, an electronic gift card will be emailed in a timely manner, provided there are no appeals to the Court's decision. If you did not provide an email address, the card will be mailed to the residential address provided on your Claim Form. Please be patient.

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

Unless you exclude yourself, you are staying in the Settlement Class, regardless of whether or not you submit a Claim Form. This means that you will be bound by the release of claims set forth in the Settlement Agreement and can't sue, continue to sue, or be part of any other lawsuit against Wal-Mart or Sam's Club that pertains to the same legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you.

## Excluding Yourself From The Settlement

## 12. How do I exclude myself from the settlement?

If you do not want a payment and do not want to be legally bound by the terms of the settlement, you must exclude yourself by sending a letter saying that you want to be excluded from *Fejzulai v. Sam's West, Inc.* The letter must contain your name, address, telephone number and your signature. Your request for exclusion must be mailed to the address below, **postmarked no later than March 26, 2018**:

Sam's Freshness Guarantee Claims Administrator  
PO Box 59479  
Philadelphia, PA 19102-9479

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you are not eligible to receive any settlement payment, and you cannot object to the settlement; however you will not be legally bound by anything that happens in this lawsuit.

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

No. Unless you exclude yourself, you give up the right to sue Wal-Mart or Sam's Club for the same claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit.

## 14. If I exclude myself, can I receive payment from this settlement?

No. If you exclude yourself from the settlement, you will no longer be entitled to payment. Do not send in a Claim Form if you also exclude yourself.

## The Lawyers Representing You

## 15. Do I have a lawyer in this case?

The Court has appointed the law firm of Richardson, Patrick, Westbrook & Brickman, LLC and their associated counsel to represent you and other members of the Settlement Class. Together, the lawyers are called Class Counsel. 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 to award them attorneys' fees in an amount not to exceed 30% of the Class Settlement Amount and reasonable expenses not to exceed 3% of the Class Settlement Amount. Class Counsel will also ask the Court to award an incentive payment for the Lead Plaintiffs of \$5,000 each from the Class Settlement Amount. If approved by the Court, Sam's Club will pay the attorneys' fees and expenses as part of the Class Settlement Amount.

The attorneys' fees and expenses requested will be the only payment to Class Counsel for their efforts in achieving this settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Class Counsel have not been paid for their services in conducting this litigation on behalf of the Class Representatives and the Settlement Class, nor for their substantial expenses.

## Objecting To The Settlement

### 17. How do I tell the Court that I don't like the settlement?

If you're a Settlement Class Member, and have not excluded yourself from the settlement, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it, and the Court will consider your views. To object, you must send a letter to the Court and the Parties saying that you object to the settlement in *Myriam Fejzulai, et al. v. Sam's West Inc., et al.*, Case No. 6:14-cv-03601-BHH. Your written objection must be personally signed and you must provide the following information in connection with and as part of any objection: (i) full name, current address, and current telephone number; (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 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. This objection **must be received** at these three different places and must be **post-marked no later than March 26, 2018**:

#### Clerk of the Court

ATTN: Case No. 6:14-cv-03601  
United States District Court  
District of South Carolina  
Greenville Division  
Clement F. Haynsworth  
Federal Building and U.S.  
Courthouse  
300 East Washington Street  
Greenville, SC 29601

#### Class Counsel

**T. Christopher Tuck**  
Richardson, Patrick, Westbrook &  
Brickman, LLC  
1037 Chuck Dawley Blvd., Bldg. A  
P.O. Box 1007  
Mt. Pleasant, S.C. 29464

#### Defense Counsel

**Naomi Beer**  
GREENBERG TRAURIG, LLP  
1200 17th Street, Suite 2400  
Denver, Colorado 80202-5835

### 18. What's the difference between objecting and excluding myself?

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

## The Court's Fairness Hearing

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

The Court will hold a Fairness Hearing at 2:00 p.m. on April 9, 2018, in the United States District Court for the District of South Carolina, **J. Waties Waring Judicial Center, 83 Meeting St, Charleston, SC**, Courtroom 1. 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 Judge will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement.

## **20. Do I have to come to the hearing?**

No. Class Counsel will answer questions the Judge may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you delivered your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## **21. May I speak at the hearing?**

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your intention to appear in *Myriam Fejzulai, et al. v. Sam's West Inc., et al.*, Case No. 6:14-cv-03601-BHH. Be sure to include your name, address, telephone number and your signature. Your notice of intention to appear must be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the addresses listed above by March 26, 2018. You cannot speak at the hearing if you exclude yourself from the Class.

## **22. What happens if the Court does not approve the Settlement?**

If the Court does not enter an Order approving the Settlement, or if the Court enters an Order approving the settlement but appellate review is sought and the Order is reversed and no final Order approving the settlement is entered, the settlement shall become null and void and the case will proceed as if the settlement was never entered into.

# **Getting More Information**

## **23. Are there more details about the settlement?**

This Notice summarizes the proposed settlement. More details are in the full version of the Settlement Agreement. You can obtain a copy of the Settlement Agreement from the settlement website, [www.samsclubfreshnesssettlement.com](http://www.samsclubfreshnesssettlement.com), or from the Clerk's office at the United States District Court for the District of South Carolina, Greenville Division, Clement F. Haynsworth Federal Building and U.S. Courthouse, 300 East Washington Street, Greenville, SC 29601, during regular business hours.

## **24. How do I get more information?**

If you would like more information about the settlement, you can visit the settlement website, [www.samsclubfreshnesssettlement.com](http://www.samsclubfreshnesssettlement.com), or call the Claims Administrator toll free at 866-742-4955.

*It is your responsibility to inform the Claims Administrator of address changes until your benefit is received.*

**DO NOT CONTACT THE COURT OR SAM'S CLUB WITH QUESTIONS ABOUT THIS NOTICE**