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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

SCHEARON STEWART and JASON STEWART, individually and on behalf of all other similarly situated persons,

Plaintiffs,

v.

ALBERTSON’S COMPANIES, LLC a foreign limited liability company; ALBERTSON’S LLC, a foreign corporation; SAFEWAY, Inc., a foreign business corporation,

Defendants.

Case No. 16CV15125

ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND NOTICE PLAN

Assigned Judge: Hon. Angela Franco Lucero

Class Counsel has filed with the Court a Motion for Preliminary Approval of the Class Settlement and Notice Plan, seeking an Order preliminarily approving the proposed Settlement (the “Settlement”) and ordering notice pursuant to the Parties’ proposed Notice Plan, in accordance with the Settlement Agreement (the “Agreement”) entered into by the Parties on February 17, 2023.

Based on the consent of the Parties, and after review and consideration of the Motion, the Agreement, and the exhibits attached thereto, and the related submissions,

IT IS HEREBY ORDERED that:

1. The Court, for purposes of this Order, adopts all defined terms set forth in the Agreement and incorporates them by reference as if fully set forth herein.
2. The Court further adopts the findings and conclusions relating to ORCP 32

1 prerequisites set forth in the Court’s Opinion and Order Regarding Plaintiffs’ Motion for Class
2 Certification, entered in this action on December 22, 2022.

3 3. The Court preliminary approves the Settlement embodied by the Agreement,
4 subject to further consideration at the Final Approval Hearing, described below. The Court finds
5 that the Settlement provides substantial relief to the Class without the risk, cost, or delay
6 associated with continued litigation.

7 4. The Court finds that the Settlement has been reached as a result of intensive,
8 serious, and non-collusive arms-length negotiations, facilitated and overseen by Senior Judge
9 Henry J. Kantor. The Court further finds that the Parties have conducted thorough investigation
10 and research, and that the attorneys for the Parties are able to reasonably evaluate their respective
11 positions.

12 5. The Parties’ Settlement is granted preliminary approval as it meets the criteria for
13 preliminary settlement approval under ORCP 32. The Court finds that it is appropriate to notify
14 the members of the Class of the terms of the proposed Settlement.

15 6. Consistent with the Court’s prior Opinion and Order Regarding Plaintiffs’ Motion
16 for Class Certification, the following persons are Class Members for the purpose of entering a
17 settlement in this matter:

18 All persons who, between May 4, 2015 and September 7, 2016 (the “Class
19 Period”), purchased certain meat products at a Safeway store located within Oregon,
20 offered on a Buy One, Get One Free or Buy One, Get Two Free promotion, using their
21 Safeway Club Card. Excluded from the Class are: (1) any Judge presiding over this
22 Action and members of their families; (2) persons who properly execute and file a timely
23 request for exclusion from the Class; and (3) the legal representatives, successors, or
24 assigns of any such excluded persons.

25 7. The Court appoints Plaintiffs Schearon Stewart and Jason Stewart as Class
26 Representatives. The Court appoints David F. Sugerman, Nadia H. Dahab and Sarah R. Osborn

1 of Sugerman Dahab and Tim Alan Quenelle of Tim Quenelle, PC as Class Counsel.

2 8. The Court approves, as to form and content, the proposed class action notices (the
3 “Short Form Notice” and the “Long Form Notice,” collectively referred to as “Class Notice”)
4 (attached to the Declaration of Nadia H. Dahab as Exhibits B and C). The Parties’ proposed
5 Notice Plan complies with ORCP 32 D, is constitutionally sound, and such notice is the best
6 notice practicable under the circumstances. The Class Notice is sufficient to inform Class
7 Members of the terms of the Settlement, their rights under the Settlement, their rights to object to
8 the Settlement, their right to make a claim to receive a payment under the Settlement or elect not
9 to participate in the Settlement and the processes for doing so, and the date and location of the
10 Final Approval Hearing.

11 9. The Court hereby appoints Postlethwaite & Netterville to act as the Settlement
12 Administrator to supervise, administer, and carry out the Notice Plan and Claims Process as set
13 out in the Agreement. The deadline for mailing the Short Form Notice to the Class Members
14 shall be thirty (30) business days after entry of this Order. The deadline by which all Claim
15 Forms must be postmarked or received by the Settlement Administrator shall be sixty (60)
16 calendar days from the initial mailing of the Short Form Notice to Class Members. All
17 Administration Costs shall be submitted to the Court for approval and paid from the Settlement
18 Fund.

19 10. The Court orders the Parties and Settlement Administrator to administer the
20 Notice Plan and Claims Process in accordance with the terms of the Agreement.

21 11. Neither the Agreement nor any document referred to or contemplated therein, nor
22 any negotiations, statements or proceedings in connection therewith shall be construed as, or be
23 deemed to be evidence of, an admission, concession, or indication by or against Defendant or
24 any of the Released Parties of any fault, wrongdoing, or liability whatsoever, and shall not be
25 offered or admitted into evidence or referred to in any way (orally or in writing) in any other
26 action, arbitration, or other proceeding, except as allowed by Rule 408 of the Oregon Evidence

1 Code and Federal Rules of Evidence or other similar rules (and specifically excepting the Action
2 and/or a proceeding involving an effort to enforce the Settlement, as well as reference to the
3 Settlement or Agreement in any SEC disclosure).

4 12. The Agreement shall have no precedential, collateral estoppel, or *res judicata*
5 effect on Defendant in any manner or proceeding other than in (a) this Action and/or (b) a
6 proceeding involving an effort to enforce the Agreement.

7 13. Class Members will be bound by the Agreement unless they submit a timely and
8 valid written Request for Exclusion from the Settlement in accordance with the terms of the
9 Agreement.

10 14. Any Request for Exclusion shall be submitted to the Settlement Administrator,
11 rather than filed with the Court, by the Objection/Exclusion Deadline, which is sixty (60)
12 calendar days from the initial mailing of Class Notice to Class Members. Class Members are not
13 required to send copies of the Request for Exclusion to counsel. The Settlement Administrator
14 shall file a declaration concurrently with the filing of any motion for final approval,
15 authenticating a copy of every Request for Exclusion or objection received by the Settlement
16 Administrator.

17 15. Any of the Class Members (other than the Class Representatives) who has not
18 timely elected to be excluded from the Class, and who wishes to object the approval of the
19 Settlement, including any application for attorney's fees and costs, should submit any objection
20 in writing in accordance with the Agreement by the Objection/Exclusion Deadline, which is sixty
21 (60) calendar days from the initial mailing of Class Notice to Class Members. The Settlement
22 Administrator shall file a declaration concurrently with the filing of any motion for final
23 approval, authenticating a copy of every objection received by the Settlement Administrator.
24 Any Class Member who does not make an objection to the Settlement in the manner provided in
25 the Agreement and who does not appear at the Final Approval Hearing to voice his or her
26 objection shall be deemed to have waived any such objection by appeal, collateral attack, or

1 otherwise.

2 16. The Court will conduct the Final Approval Hearing on July 10, 2023 at 9:00 a.m.,
3 to rule on any timely objections filed by a Class Member, final approval of the Agreement and
4 issuance of the General Judgment of Dismissal. The Court reserves the right to continue the date
5 of the Final Approval Hearing without further notice to Class Members. Class Counsel shall give
6 notice to any objecting party of any continuance of the Final Approval Hearing.

7 17. All discovery and other pretrial proceedings in this Action are stayed and
8 suspended until further order of this Court, except such actions as may be necessary to
9 implement the Agreement and this Order.

10 18. Counsel for the Parties are hereby authorized to utilize all reasonable procedures
11 in connection with the administration of the Settlement which are not materially inconsistent
12 with either this Order or the terms of the Settlement Agreement.

13 19. Class Representatives and the Class Members are hereby enjoined from
14 prosecuting any claim in the Action and from filing actions or proceedings against Defendant
15 related to the Action.

16 20. In the event that the Settlement as provided in the Agreement is not finally
17 approved by the Court, or for any reason the parties fail to obtain a Final Approval Order and
18 General Judgment of Dismissal as contemplated in the Agreement, or the Agreement is
19 terminated pursuant to its terms, then the Agreement and all orders entered in connection
20 therewith shall become null and void and of no further force and effect, and shall not be deemed
21 an admission or offered or admitted into evidence or referred to in any way (orally or in writing)
22 in this Action or any other action, arbitration, or other proceeding, for any purpose. In such
23 event, the Agreement and all negotiations and proceedings relating thereto shall be withdrawn
24 without prejudice as to the rights of any and all parties thereto.

25 21. Neither the Agreement nor any term or provision contained in the Agreement, nor
26 any negotiations, statements or proceedings in connection therewith shall be construed as, or be

1 deemed to be evidence of, an admission or concession of the Class Representatives, any Class
2 Member, Defendants, or any of the Released Parties of any liability or wrongdoing by them, or
3 any of them, and shall not be offered or received into evidence in any action or proceeding or be
4 used in any way as an admission, concession, or evidence of any liability or wrongdoing of any
5 nature, and shall not be construed as, or deemed to be evidence of, an admission or concession
6 that the Class Representatives, any Class Member, or any other person has or has not suffered
7 any damage.

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10 **3/6/2023 9:43:50 AM**

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12 **Circuit Court Judge Angela Lucero**
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14 Presented by:

15 Sarah J. Crooks, OSB No. 971512
16 SCrooks@perkinscoie.com
17 PERKINS COIE LLP

18 Attorneys for Defendants
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