

**Attention purchasers of Safeway Select Olive Oil
Between May 23, 2010 and December 16, 2016**

This notice may affect your rights. Please read it carefully.

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

- The notice concerns a case called *Kumar v. Safeway, Inc.*, Case No. RG 14726707 (Alameda Superior Court).
- This class action settlement will completely resolve the lawsuit against Safeway, Inc. (“Safeway” or “Defendant”).
- The lawsuit contends that certain “Safeway Select” brand olive oil products were inappropriately marketed as “Imported from Italy” and/or “Extra Virgin.” It seeks a court order to preclude that marketing and to provide payments to purchasers.
- Safeway denies any wrongdoing. It contends that the products have always been truthfully marketed and labeled.

You are a member of the settlement class if you purchased at a Safeway store in the United States any of the following:

For each qualifying purchase, you can receive a Voucher or Cash Payment:

Safeway Select Olive Oil	During These Dates	Voucher (per Product purchased)	Cash (per Product purchased)
Extra Virgin	May 23, 2010 to July 31, 2015	\$1.50	\$0.50
Pure	January 1, 2012 to July 31, 2015	\$1.50	\$0.50
Extra Light In Flavor	January 1, 2012 to July 31, 2015	\$1.50	\$0.50
Extra Virgin	August 1, 2015 to December 16, 2016	\$0.75	\$0.25

- Proof of purchase is **not required** to make a claim. However, without proof of purchase you will be limited to settlement benefits for up to five purchases. Other limits may also apply if there are a large number of claims. There are **no such limits** if your purchase was made with your Safeway Club Card or you submit a store receipt. Read below for details.
- Safeway has agreed in the future not to use the phrase “Imported from Italy” except in for olive oils made from 100% Italian olives. It has also agreed to bottle its Safeway Select Extra Virgin Olive Oil in green or brown glass containers and to use a “best by” or “use by” date not later than eighteen months after the date of bottling.
- The lawyers who brought the lawsuit will ask the Court for \$1,426,500 as fees and expenses for investigating the facts, litigating the case, and negotiating the settlement. They will additionally ask for \$6,490 for the Plaintiff who brought this lawsuit, as a class representative award. These amounts, if awarded, will be paid by Safeway. The payment of these amounts will not change the amounts available to pay claims as set forth above.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.
- This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.SafewayOliveOilSettlement.com. Alternatively, you can contact the Safeway Settlement Claim Administrator at P.O. Box 404041, Louisville, KY 40233-4041, or class counsel at Gutride Safier LLP, 100 Pine Street, Suite 1250, San Francisco, CA 94111.

PLEASE DO NOT TELEPHONE THE COURT, THE COURT CLERK'S OFFICE, OR SAFEWAY TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive payment under the Settlement for your purchases.	February 16, 2018
EXCLUDE YOURSELF	Get out of the lawsuit and the settlement. This is the only option that allows you to ever bring or join another lawsuit against Safeway that raises the same legal claims released by this settlement. You will receive no payment.	February 16, 2018
OBJECT	Write to the Court about why you do not like the settlement, the amount of attorneys’ fees, or the payment to the Plaintiff.	February 16, 2018
GO TO A HEARING	Speak in Court about the settlement. (If you object to any aspect of the settlement, you must submit a written objection by the Objection Deadline.)	March 16, 2018 at 10:00 a.m.
DO NOTHING	You will receive no payment and have no right to sue later for the claims released by the settlement.	

- 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 be made if the Court approves the settlement. If there are appeals, vouchers and payment will not be sent until the appeals are resolved and the settlement becomes effective. Please be patient and continue to check the settlement website for updates.

Final Approval Fairness Hearing

On March 16, 2018 at 10:00 a.m., the Court will hold hearings to determine (1) whether the proposed settlement is fair, reasonable and adequate and should receive final approval; (2) whether to grant the applications for attorneys’ fees and/or expenses brought by the Plaintiff’s Counsel; and (3) whether to grant the application for a class representative payment to the Plaintiff who brought the lawsuit. The hearing will be held in the California Superior Court, Alameda County, 1221 Oak Street, Oakland, CA 94612. The hearing will be held in the courtroom of the Honorable Winifred Smith, which is Department 21. This hearing date may change without further notice to you. Consult the settlement website at www.SafewayOliveOilSettlement.com, or the Court docket in this case available through DomainWeb (<https://publicrecords.alameda.courts.ca.gov/PRS/>), for updated information on the hearing date and time.

Table of Contents

How Do I Know If I Am Affected By The Settlement?	2
What Is The Lawsuit About?	3
What Does Plaintiff Seek To Recover In The Lawsuit?	3
Why Is This Case Being Settled?	3
What Is The Settlement?	3
What Can I Get In The Settlement?	4
How Do I Make A Claim?	5
What Do Plaintiff And Their Lawyers Get?	5
What Claims Are Released By The Settlement?	5
How Do I Exclude Myself From The Settlement?	5
How Do I Object To The Settlement?	5
When Will The Court Decide If The Settlement Is Approved?	6
Special Notice for Members of the California Litigation Class	6
How Do I Get More Information?	6

How Do I Know If I Am Affected By The Litigation and Settlement?

This case involves three types of Safeway Select brand olive oil sold at Safeway stores in the United States during specified time periods:

- Safeway Select Pure Olive Oil: January 1, 2012 to July 31, 2015
- Safeway Select Extra Light in Flavor Olive Oil: January 1, 2012 to July 31, 2015
- Safeway Select Extra Virgin Olive Oil: May 23, 2010 to December 16, 2016.

These products shall be referred to as the “Products.”

For purposes of settlement only, the Court has conditionally certified two settlement classes. The “Extra Virgin Olive Oil Settlement Class” means all Persons who, between May 23, 2010 and December 16, 2016, purchased, at Safeway Inc. retail stores in the United States, any Safeway Select Extra Virgin Olive Oil Products except for resale. The “Pure Or Extra Light Olive Oil Settlement Class” means all Persons who, between January 1, 2012 and July 31, 2015, purchased, at Safeway Inc. retail stores in the United States, any Safeway Select Pure Olive Oil or Safeway Select Extra Light in Flavor Olive Oil, except for resale. These two groups will be referred to collectively as the “Settlement Classes”.

The following are not members of the Settlement Classes : (1) the Honorable Judges Winifred Smith; Wynne Carvill; Evelio Grillo; William Cahill (Ret.); (2) any member of their immediate families; (3) any government entity; (4) Defendant; (5) any entity in which Defendant has a controlling interest; (6) any of Defendant’s past or present subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; (7) counsel for the Parties; and (8) any Persons or Businesses who timely exclude themselves from the Settlement Class(es).

If the settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue, but only on behalf of purchasers in California. California classes of the same purchasers have already been certified by the Court. Those classes were defined as “(i) All Persons who, between May 23, 2010 and December 16, 2016, purchased, at Safeway Inc. retail stores in California, any Safeway Select Extra Virgin Olive Oil Products and (ii) all Persons who, between January 1, 2012 and July 31, 2015, purchased, at Safeway Inc. retail stores in California, any Safeway Select Extra Light in Flavor Olive Oil or Safeway Select Pure Olive Oil.” In this notice, these groups

will be referred to as the California Litigation Classes. Members of the California Litigation Classes have the same rights as all Settlement Class members as explained in this notice, except that they will remain part of the case even if the Settlement is rejected, as specified in the section “Special Notice for Members of the California Litigation Class.”

What Is The Lawsuit About?

A lawsuit was brought against Safeway. The lawsuit alleges that Safeway improperly marketed the Products as “Imported From Italy” and/or “extra virgin.” The lawsuit alleges that most of the olive oil in the Products originates from olives grown in other Mediterranean countries, which is then shipped to Italy for blending and bottling before being exported to the United States. The lawsuit also alleges that, with respect to Safeway Select Extra Virgin Olive Oil, Defendant’s suppliers’ procurement, bottling, and distribution practices did not adequately ensure that the oil would meet the “extra virgin” standard through the date of retail sale or the “best by” date on the bottles. Plaintiff challenged the alleged misrepresentations on behalf of herself and consumers who bought the Products.

Safeway denies that there is any factual or legal basis for Plaintiff’s allegations. Safeway contends that its labeling is accurate, not misleading, and in compliance with all applicable rules and regulations. Safeway further contends that at all times it identified all countries of origin of the olive oil on the label of the bottles. Plaintiff also contends that its Extra Virgin Olive Oil met or exceeded extra virgin standards when bottled and sold. Safeway therefore denies any liability. It further denies that Plaintiff or any other members of the Settlement Classes have suffered injury or are entitled to monetary or other relief. Safeway also denies that this case can be certified as a class action, except for purposes of settlement.

The Court has not determined whether Plaintiff or Defendant is correct.

What Does Plaintiff Seek To Recover In The Lawsuit?

Plaintiff alleges that by marketing the Products as “Imported from Italy” and/or “extra virgin,” Defendant caused people to purchase the Products who would not otherwise have done so. It also contends that the Products were sold at a higher price than they would have been sold without the representations “Imported from Italy” and/or “extra virgin.” The complaint seeks to recover the dollar volume of extra sales, and the dollar amount of the “premium” price, that is attributable to the alleged misrepresentations. Plaintiff contends that, based on her economics expert’s regression analysis, the retail “premium” attributable to the representation averages \$0.73 per bottle.

Defendant denies that it did anything wrong, denies that the its olive oil products were sold at a price premium or that consumers were economically harmed by purchasing the Products as claimed by Plaintiff, and denies that anyone is entitled to any monetary or other relief.

Why Is This Case Being Settled?

This case has been pending since May 23, 2014. Since then, Plaintiff’s counsel has investigated the manufacture, marketing, and labeling of the Products. Defendant has produced thousands of pages of documents for review by Plaintiff’s counsel. In addition, Plaintiff has taken eight depositions of Defendant’s employees and served subpoenas on third parties. The parties also have exchanged written responses, under oath, to questions posed by the other party. Plaintiff has also retained experts and deposed an expert for Safeway. On May 24, 2016, the Court certified the California Litigation Classes.

Based on its investigation, Plaintiff’s Counsel has determined that there are significant risks of continuing the litigation. Plaintiff anticipates that there may be difficulties, there may be difficulties establishing: (1) that Defendant’s marketing and advertising of the Products were false or likely to deceive or confuse reasonable persons; (2) that the “Imported from Italy” and/or “extra virgin” representations were material to reasonable consumers; (3) that any premium can be attributed to the representations, and/or (4) that damages or restitution should be awarded or, if so, that any such award should be more than nominal. In particular, it may be difficult to establish that the volume of sales, or the pricing of Products, would have differed had the marketing and labeling been different.

Since the filing of the Litigation, the Parties have engaged in many rounds of settlement discussions, including five separate in-person mediations or settlement conferences in 2015 and 2017. After the final mediation, the parties agreed to this settlement.

After taking into account the risks and costs of further litigation, Plaintiff and her counsel believe that the terms and conditions of the settlement are fair, reasonable, adequate, and equitable, and that the settlement is in the best interest of the Settlement Class members.

What Is The Settlement?

During the pendency and as a result of the lawsuit, Safeway removed the phrase “Imported from Italy” from all Products imported into the United States, and it began bottling its extra virgin olive oil in dark glass bottles. Safeway has agreed not to use the phrases “Imported from Italy,” “Made in Italy,” “Product of Italy,” or any other phrase on the label of a Product sold in the United States, and instead to use the designation “Imported” on the front panel, until at least three years after the Effective Date, unless the Product is composed entirely of oil extracted from olives grown in Italy. If Safeway uses a term such

as “Bottled in Italy” or “Packed in Italy,” it will also disclose the countries of origin of the olives used to make the oil, and will not abbreviate the names of the countries unless it provides a glossary of codes on the label. It has also agreed, for least three years after the Effective Date, to use dark green or brown glass for its extra virgin olive oil and to use a “best by” date no later than 18 months after bottling.

In addition, as part of the settlement, Safeway will make payments to eligible Settlement Class members, Plaintiff’s Counsel, and the named Plaintiff, as described in the next sections.

What Can I Get In The Settlement?

If you timely file a claim that complies with the instructions on the Claim Form and in this notice, you will receive either a voucher or cash refund per Product purchased. You can choose to receive either vouchers or cash. The amounts that you can receive are set forth in the following table:

Safeway Select Olive Oil Type	Eligible Purchase Dates	Voucher value (per Product purchased)	Cash (per Product purchased)
Pure	January 1, 2012 to July 31, 2015	\$1.50	\$0.50
Extra Light In Flavor	January 1, 2012 to July 31, 2015	\$1.50	\$0.50
Extra Virgin	May 23, 2010 to July 31, 2015	\$1.50	\$0.50
Extra Virgin	August 1, 2015 to December 16, 2016	\$0.75	\$0.25

If you choose to receive vouchers, you will receive a separate voucher for each Product purchased during the eligible purchase dates. Vouchers are redeemable at any Safeway or Vons store. They can be used as the equivalent of cash for the purchase of any item except for dairy products, gasoline, prescription pharmaceuticals, alcohol, or tobacco products. Vouchers will not expire. Vouchers are fully transferrable, meaning that anyone who possesses a voucher can use it, without proof of identity. There is no minimum purchase requirement to redeem a voucher. You can use one or more vouchers in any transaction, and the total sum of all the vouchers you use will be applied against the total you owe in the transaction. If that total amount is greater than the sum of all vouchers you use, you can pay the difference with cash, debit card, credit card, gift certificate, or other acceptable method of payment. If the total amount of your purchase is less than the sum of all vouchers you use in the transaction, you will forfeit the residual value of the vouchers you use.

If you choose to receive cash, you will receive a single check, payable to you, for the total amount due to you for all your Product purchases.

Are There Any Limits On The Total Amount I Can Receive?

If you want to make a claim for more than five Product purchases, you must submit at least one of the following:

1. A Safeway Club Card number—or telephone number that links to a Safeway Club Card account—that was used to make purchases of the Products during the eligible time periods. You may provide multiple Club Card numbers and telephone numbers, but no more than one claimant will be paid for any purchase shown in any Club Card record. It is not necessary that your name or address match the Club Card account data on file with Safeway, but you must verify under penalty of perjury that you or a member of your family is the authorized user of that Club Card.

2. One or more itemized Safeway store receipts showing date and place of purchase, name and quantity of Products purchased, and amount paid during the eligible time periods.

You can make a claim even if you do not submit Safeway Club Card information or store receipts. However, unless your purchases are shown in Safeway’s data for the Club Card accounts you provide or in store receipts you provide, you may only claim up to five Product purchases per household. That means you will receive a maximum of \$7.50 in vouchers or \$2.50 in cash per household. “Household” means any number of persons occupying the same dwelling unit. There is no limit on the total number or value of vouchers or cash payments for Product purchases that are verified by Safeway’s Club Card data or your store receipts.

There may be additional reductions on the payment for claims that are not verified by Safeway’s Club Card data or store receipts. If more than \$300,000 in claims are submitted that are not verified by Safeway’s Club Card data or store receipts, then the maximum payment for each such claim will be reduced proportionally. For example, if there a total of \$400,000 in claims that are not verified by Club Card data or store receipts, then the value of each voucher and cash payment provided to those claimants will be three-quarters ($\frac{3}{4}$) of the amount shown in the above table. In other words, those claims will receive a \$1.13 voucher or \$0.38 cash payment per purchase for the first three lines of the table, and a \$0.56 voucher or \$0.19 cash payment per purchase for the last line of the table. No reductions will be made for Product purchases verified by Club Card data or itemized store receipts.

To be valid, your claim must follow the instructions on the Claim Form. For all purchases that are not verified by Safeway Card data or a store receipt, you must state under penalty of perjury the number of purchases, the approximate dates of each purchase, and the location where each purchase was made. Claims will be paid only if deemed valid and only after the Court approves the settlement.

How Do I Make A Claim?

To make a claim, you must fill out the Claim Form available on this settlement website, www.SafewayOliveOilSettlement.com. You can submit the Claim Form online, or you can print it and mail it to the claim administrator at: P.O. Box 404041, Louisville, KY 40233-4041. If submitted online, claim forms must be submitted no later than February 16, 2018. If mailed, claim forms must be *received by the Safeway Settlement Claim Administrator* (not just postmarked), no later than February 16, 2018.

Vouchers and cash payments will be distributed only if the Court gives final approval to the proposed settlement and only after any appeals are resolved. If the Court does not approve the settlement, if the settlement is overturned on appeal, or if the settlement is terminated, no vouchers or cash payments will be distributed.

What Do Plaintiff And Her Lawyers Get?

To date, Plaintiff's lawyers have not been compensated for any of their work on this case. Plaintiff's lawyers will present evidence to the Court that they have spent more than 2,000 hours litigating this case. In addition, Plaintiff's lawyers will present evidence that they have paid out-of-pocket expenses (including deposition transcript fees, court reporter fees, filing fees, service costs, copying costs, and travel expenses) of more than \$100,000. None of these expenses has yet been reimbursed. As part of the settlement, Plaintiff's lawyers may apply to the Court to award them up to \$1,426,500 from Safeway to pay their attorneys' fees and expenses.

In addition, the named Plaintiff in this case may apply to the Court for a class representative payment from Safeway of up to \$6,490. This payment is designed to compensate the named Plaintiff for the time, effort, and risks she undertook in pursuing this litigation and for executing a broader release of claims than other Settlement Class members.

Payment of the above amounts will not reduce the amounts available in vouchers or cash payments to class members.

Plaintiff and her lawyers will file a motion with the Court on or before February 2, 2018 in support of their applications for attorneys' fees, costs, and expenses and a payment to the Plaintiff. A copy of that motion will be available on the settlement website.

The Court will determine what amounts of fees, costs, expenses, and class representative payment to award.

What Claims Are Released By The Settlement?

The settlement releases all claims by members of the Settlement Classes against Safeway and its affiliates that were or could have been asserted by Plaintiff in this litigation and that relate to the allegations that the Products were improperly labeled, marketed, or advertised as "Imported from Italy" and/or "extra virgin." This release includes claims that may not yet be known or suspected. This means that, in exchange for being eligible for the cash benefits as a Settlement Class member, you will not be able to sue, continue to sue, or be part of any other lawsuit against Safeway and/or any of its affiliates that involves the settled claims. For further information, please see Section 8.3 of the Settlement Agreement.

How Do I Exclude Myself From The Settlement And Litigation?

You can exclude yourself from the settlement class if you wish to retain the right to sue Safeway separately for the claims released by the settlement. If you exclude yourself, you cannot file a claim or object to the settlement. You need **not** exclude yourself if you merely want to retain a right to sue for personal injury arising out of your use of the Products.

To exclude yourself, you must complete and submit the online form at the settlement website or mail a request to exclude yourself from the settlement to the Safeway Settlement Claim Administrator at P.O. Box 404041, Louisville, KY 40233-4041. If mailed, the exclusion request must contain your name, address, the words "I wish to be excluded from the Safeway Olive Oil Class Action Settlement," and your signature.

If submitted online, exclusion requests must be submitted by February 16, 2018. If mailed, exclusion requests must be *received by the Safeway Settlement Claim Administrator* (not postmarked) by February 16, 2018.

How Do I Object To The Settlement?

You can ask the Court to deny approval of the settlement by timely submitting an objection to the Claim Administrator. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval to the entire settlement, no vouchers or cash payments will be sent out, and the lawsuit will continue.

You can also ask the Court to disapprove the requested payments to Plaintiff and/or to her attorneys. If those payments are disapproved, no additional money will be paid to the class members. Instead, the funds earmarked for Plaintiff and her attorneys will be retained by Safeway.

You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you want to raise an objection to the settlement at the Final Approval hearing, you must first submit that objection in writing.

Your written objection may be submitted by mail, express mail, electronic transmission, or personal delivery, but to be timely, it must be *delivered to* the Safeway Settlement Claim Administrator (not just postmarked or sent) prior to the objection deadline. Each objection must include: (i) the case name *Kumar v. Safeway* and the case number RG 14726707; (ii) the name, address and telephone number of the objector; (iii) the name, address, and telephone number of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason if the objection is successful, and legal and factual support for the right to such compensation; (iv) documents or testimony sufficient to establish membership in the Settlement Class; (v) a detailed statement of any objection asserted, including the grounds therefor; (vi) whether the objector is, and any reasons for, requesting the opportunity to appear and be heard at the final approval hearing; (vii) the identity of all counsel (if any) representing the objector who will appear at the final approval hearing and, if applicable, a list of all persons who will be called to testify in support of the objection; (viii) copies of any papers, briefs, or other documents upon which the objection is based; (ix) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and (x) the objector's signature, in addition to the signature of the objector's attorney (if any).

If you object to the settlement but still want to submit a claim in the event the Court approves the settlement, you must still submit a timely claim according to the instructions described above.

When Will The Court Decide If The Settlement Is Approved?

The Court will hold a hearing on March 16, 2018 at 10:00 a.m. to consider whether to approve the settlement. The hearing will be held in the Alameda County Superior Court, 1221 Oak Street, Oakland, CA 94612 in the courtroom of the Honorable Winifred Smith, Department 21. The hearing is open to the public. This hearing date may change without further notice to you. Consult the settlement website at www.SafewayOliveOilSettlement.com or the Court docket in this case available through DomainWeb (<https://publicrecords.alameda.courts.ca.gov/PRS/>), for updated information on the hearing date and time.

Special Notice for Members of the California Litigation Class

As noted above, the California Litigation Classes are (i) All Persons who, between May 23, 2010 and December 16, 2016, purchased, at Safeway Inc. retail stores in California, any Safeway Select Extra Virgin Olive Oil Products and (ii) all Persons who, between January 1, 2012 and July 31, 2015, purchased, at Safeway Inc. retail stores in California, any Safeway Select Extra Light in Flavor Olive Oil or Safeway Select Pure Olive Oil. This section provides further information about the rights of the members of the California Litigation Class.

All sections of this notice apply to you. You have the right to make a claim under this settlement, object to the settlement or exclude yourself, just like other members of the Settlement Class.

If the settlement is not approved, or if the Effective Date does not occur for any other reason, as further explained in Section 9.3 of the Settlement Agreement, and you have not excluded yourself from the litigation, the litigation will continue on your behalf as a member of the California Litigation Class. The Court has appointed Plaintiff and Plaintiffs' Counsel to represent your interests.

If the litigation continues, and a judgment is obtained against the California Litigation Class in favor of Safeway, that judgment will prevent you from bringing a separate lawsuit against Safeway for the claims that were or could have been litigated in this case. If judgment is obtained against Safeway in favor of the California Litigation Class, and you are entitled to any portion of that judgment, you will receive further notification about your rights.

How Do I Get More Information?

You can inspect many of the court documents connected with this case on the settlement website. Other papers filed in this lawsuit are available by accessing the Court docket in this case available through DomainWeb (<https://publicrecords.alameda.courts.ca.gov/PRS/>).

You can contact the Claim Administrator by calling 1-866-650-3844 or writing to P.O. Box 404041, Louisville, KY 40233-4041.

You can also obtain additional information by contacting Plaintiff's Counsel at Safeway Settlement, Gutride Safier LLP, 100 Pine Street, Suite 1250, San Francisco, CA 94111, www.gutridesafier.com.