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

PAULINE LONG, MARSHA HAYES,
individually and on behalf of others similarly
situated,

Plaintiff,

v.

SAFEWAY, INC.,

Defendant.

Case No. 19CV45421

FINAL APPROVAL ORDER

Assigned Judge: Hon. Henry J. Kantor

On July 14, 2023, this Court held a hearing on Plaintiffs’ motion for final approval of the Settlement in this pending class action litigation (the “Action”), in accordance with the Settlement Agreement dated February 13, 2023 (the “Agreement”). Due and adequate notice having been given to the “Settlement Class Members” (as defined in Paragraph 4 of this Order and the Agreement) pursuant to the Preliminary Approval Order, and ORCP 32 D, and this Court having considered the Agreement, all papers filed and proceedings held herein, and all oral and written comments received and permitted by this Court regarding the Agreement in accordance with the Preliminary Approval Order, including any objections to the Settlement by any Settlement Class Member in accordance with such Preliminary Approval Order and the Agreement, and good cause appearing,

IT IS HEREBY ORDERED that:

1. The Court, for purposes of this Final Approval Order (the “Order”), adopts all defined terms set forth in the Agreement, and incorporates them herein by reference as if fully

1 set forth herein and having the full force and effect of an Order of this Court.

2 2. This Court has jurisdiction over the subject matter of this action, the Class
3 Representatives, the Settlement Class Members, and Defendant.

4 3. This Order and the General Judgment of Dismissal entered pursuant to
5 Paragraph 12 of this Order (the “General Judgment of Dismissal”) are binding upon the Class
6 Representatives and the Settlement Class Members.

7 4. The Court finds, solely for purposes of considering this Settlement and for
8 settlement purposes only, that the requirements of ORCP 32 and applicable law are satisfied with
9 respect to the following Settlement Class:

10 All persons who, between September 9, 2019 and July 22, 2020, purchased
11 certain non-grocery items from a Safeway store located within the City of Portland,
12 Oregon and paid to Safeway a surcharge on certain non-grocery items related to the
13 Clean Energy Surcharge enacted by the City of Portland, effective January 1, 2019.

14 Excluded from the Settlement Class are: (1) any Judge presiding over this Action and
15 members of their families; (2) persons who properly execute and file a timely request for
16 exclusion from the Settlement Class; and (3) the legal representatives, successors, or
17 assigns of any such excluded persons.

18 5. The Settlement resolves the claims of the Class Representatives and the
19 Settlement Class Members, as defined by the Agreement.

20 6. The Court finds that the Agreement reflects a good-faith settlement of the claims
21 of the Class Representatives and the Settlement Class Members reached voluntarily after
22 consultation with experienced legal counsel and as the result of extensive arm’s length
23 negotiations with a qualified mediator.

24 7. A full opportunity has been afforded to the Settlement Class to participate in the
25 Final Approval Hearing and all Settlement Class Members and other persons wishing to be heard
26 have been heard. The Settlement Class Members also have had a full and fair opportunity to

1 exclude themselves from the Settlement.

2 8. The Court finds that the Notice Plan was effected in accordance with the
3 Preliminary Approval Order, dated March 14, 2023, was made pursuant to ORCP 32 D, and fully
4 met the requirements of the Oregon Rules of Civil Procedure, due process, the United States
5 Constitution, the Oregon Constitution, and any other applicable law.

6 9. No Settlement Class Members have objected to the terms of the Settlement.

7 10. Pursuant to and in accordance with the requirements of ORCP 32 D, this Court
8 finally approves all terms of the Settlement in this Action as set forth in the Agreement,
9 including, without limitation, the settlement consideration, and each of the releases set forth
10 therein, as fair, just, reasonable, and adequate to the Parties. The Parties and the Settlement
11 Administrator shall effectuate the Agreement according to its terms.

12 11. The Court hereby orders the Parties and the Settlement Administrator to
13 administer the Claims Process and Distribution Plan in accordance with the terms of the
14 Agreement.

15 12. This Court approves of the entry of the General Judgment of Dismissal.

16 13. As of the Effective Date of the Agreement, the Class Representatives and all
17 members of the Settlement Class shall have, by operation of this Order and the General
18 Judgment of Dismissal, fully, finally, and forever released, relinquished, and discharged
19 Defendant from all Released Claims pursuant to Paragraphs 5.1, 5.2 and 5.3 of the Agreement.
20 Upon the Effective Date, Class Representatives and all members of the Settlement Class shall be
21 permanently barred and enjoined from the institution or prosecution of any and all claims
22 released under the terms of the Agreement.

23 14. The Court grants Plaintiffs' request for Service Awards. Consistent with the
24 terms of the Agreement, Defendant will pay a total amount of \$6,000.00 to the Settlement Fund
25 to be distributed by the Settlement Administrator to Plaintiffs, care of Class Counsel firm
26 OlsenDaines, pursuant to the Distribution Plan.

1 15. The Court grants Class Counsel’s application for attorney’s fees and costs in the
2 amount of \$2,187,500.00. Consistent with the terms of the Agreement, the Settlement
3 Administrator will pay this Attorney’s Fees and Cost Award from the Settlement Fund pursuant
4 to the Distribution Plan, to Class Counsel firm OlsenDaines.

5 16. This Order does not constitute an expression by this Court of any opinion,
6 position, or determination as to the merit or lack of merit of any of the claims or defenses of the
7 Parties, on appeal or otherwise. The case has been settled on a compromise basis, without a final
8 determination of the merits. Neither this Order, the General Judgment of Dismissal, nor the
9 Agreement, is an admission or indication by Defendant of the validity of any claims in this
10 Action or of any liability or wrongdoing or any violation of law.

11 17. The Class Representative and the Settlement Class Members are hereby further
12 enjoined from prosecuting any claim in the Action and from filing actions or proceedings against
13 Defendant related to the Action.

14 18. The Agreement shall not be offered or admitted into evidence and the Settlement
15 shall not be or referred to in any way (orally or in writing) in any action, arbitration, or other
16 proceeding, except as allowed by Rule 408 of the Oregon Evidence Code, and specifically
17 excepting the Action and/or a proceeding involving an effort to enforce the Settlement, as well as
18 reference to the Settlement or Agreement in any SEC disclosure.

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Sr. Judge Henry Kantor

23 Presented by:

24 Sarah J. Crooks, OSB No. 971512
25 SCrooks@perkinscoie.com
26 PERKINS COIE LLP
Attorneys for Defendant Safeway, Inc.

1 **CERTIFICATE OF READINESS - Pursuant to UTCR 5.100**

2 The submission is ready for judicial signature because:

3 1. Each opposing party affected by this order or judgment has stipulated to the order
4 or judgment, as shown by each opposing party’s signature on the document being submitted.

5 2. Each opposing party affected by this order or judgment has approved the order or
6 judgment, as shown by signature on the document being submitted or by written confirmation or
7 approval sent to me.

8 3. I have served a copy of this order or judgment on all parties entitled to service and:

9 a. No objection has been served on me.

10 b. I received objections that I could not resolve with the opposing party
11 despite reasonable efforts to do so. I have filed a copy of the objections I
12 received and indicated which objections remain unresolved.

13 c. After conferring about objections _(opposing party)__ agreed to
14 independently file any remaining objection.

15 4. The relief sought is against an opposing party who has been found in default.

16 5. An order of default is being requested with this proposed judgment.

17 6. Service is not required pursuant to subsection (3) of this rule, or by statute, rule or
18 otherwise.

19 7. This is a proposed judgment that includes an award of punitive damages and notice
20 has been served on the Director of the Crime Victims’ Assistance Section as required by
21 subsection (4) of this rule.

22 DATED: July 14, 2023

PERKINS COIE LLP

By: s/ Sarah J. Crooks

Sarah J. Crooks, OSB No. 971512

Attorneys for Defendant Safeway, Inc.

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I served the foregoing FINAL APPROVAL ORDER on the
3 following:

4 Michael Fuller
5 OlsenDaines
6 111 SW 5th Avenue, Suite 3150
7 Portland, OR 97204
8 michael@underdoglawyer.com

Daniel J. Nichols
JurisLaw LLP
Three Centerpointe Drive, Suite 160
Lake Oswego, OR 97035
dan@jurislawyer.com

9 Kelly Jones
8 819 SE Morrison Street, Suite 255
9 Portland, OR 97214
10 kellydonovanjones@gmail.com

11 *Attorneys for Plaintiffs*

12 to be sent by the following indicated method or methods, on the date set forth below:

13 by **sending via the court’s electronic filing system**

14 by **email**

15 by **mail**

16 by **hand delivery**

17
18 DATED: July 14, 2023

PERKINS COIE LLP

19
20 By: /s/ Sarah J. Crooks

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24 Attorneys for Defendant Safeway, Inc.