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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

**GENERAL JUDGMENT OF
DISMISSAL**

Assigned Judge: Hon. Henry J. Kantor

WHEREAS, Plaintiffs Pauline Long and Marsha Hayes filed a complaint against Defendant Safeway, Inc. in this class-action litigation (the “Action”), on behalf of themselves and a class of certain Oregon consumers who purchased certain non-grocery items from Safeway stores located within the City of Portland, Oregon and were charged a surcharge on the certain non-grocery items from September 9, 2019 through July 22, 2020;

WHEREAS, Plaintiffs agreed to a settlement of all claims against Defendant, in accordance with a Settlement Agreement dated February 13, 2023 (the “Agreement”), and this Court entered an order finally approving the settlement (the “Final Approval Order”);

WHEREAS, pursuant to ORCP 32 D, ORS 19.410(3), and the Agreement, the Final Approval Order authorizes entry of a General Judgment of Dismissal, dismissing all claims against Defendant in this Action;

NOW, THEREFORE, it is hereby ordered, adjudged and declared that:

- 1. The Court, for purpose of this General Judgment of Dismissal, adopts all defined

1 terms set forth in the Agreement, and incorporates them herein by reference as if fully set forth
2 herein and having the full force and effect of an Order of this Court.

3 2. The Court hereby dismisses the Second Amended Complaint filed on March 9,
4 2022, on the merits and with prejudice, with each Party to bear their own costs, except as
5 provided in the Final Approval Order or the Agreement.

6 3. By this General Judgment of Dismissal and as of the Effective Date of the
7 Agreement, the Plaintiffs and all members of the Settlement Class shall have, by operation of the
8 Final Approval Order and this General Judgment, fully, finally, and forever released,
9 relinquished, and discharged Defendant from all Released Claims pursuant to Paragraphs 5.1, 5.2
10 and 5.3 of the Agreement.

11 4. Upon the Effective Date, each and every Settlement Class Member, and any
12 person actually or purportedly acting on behalf of any Settlement Class Member, is hereby
13 permanently barred and enjoined from commencing, instituting, continuing, pursuing,
14 maintaining, prosecuting, or enforcing any Released Claims (including, without limitation, in
15 any individual, class or putative class, representative or other action or proceeding), directly or
16 indirectly, in any judicial, arbitral, or other forum, against the Released Parties. This permanent
17 bar and injunction is necessary to protect and effectuate the Agreement, the Final Approval
18 Order and this General Judgment of Dismissal, and this Court's authority to effectuate the
19 Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

20 5. The Court reserves continuing and exclusive jurisdiction over this Action, the
21 Plaintiffs and the Settlement Class for the purposes of supervising the interpretation,
22 implementation, and enforcement of the Agreement.

23 6. In the event that the Settlement does not become effective in accordance with the
24 terms of the Agreement, then this General Judgment of Dismissal shall be vacated *nunc pro tunc*
25 and, in such event, all orders entered and releases given in connection herewith shall be null and
26 void.

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 GENERAL JUDGMENT OF DISMISSAL on
3 the 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
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8 Kelly Jones
9 819 SE Morrison Street, Suite 255
10 Portland, OR 97214
11 kellydonovanjones@gmail.com

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.