

If you are a current or former employee or applied for employment with Safeway Inc., The Vons Companies, Inc., including the banner or trade name Pavilions, Vons Sherman Oaks, LLC, Safeway Southern California, Inc., and/or Safeway Leasing, Inc. in the U.S., you may be entitled to a payment from a proposed class action settlement.

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

Do not address any questions about the settlement or the litigation to Safeway, the Vons Companies, Vons Sherman Oaks, Safeway Southern California, Safeway Leasing, the Clerk of the Court, or the Judge. Please address any questions to the claims administrator listed in Section 24 or the law firms referenced in Section 17 below.

- A proposed Settlement has been reached in a proposed class action lawsuit against Defendants Safeway Inc., The Vons Companies, Inc., Vons Sherman Oaks, LLC, Safeway Southern California, Inc., and Safeway Leasing, Inc. (collectively, “Defendants”), regarding whether Defendants obtained consumer reports of prospective employees seeking employment in violation of the Fair Credit Reporting Act (“FCRA”) and certain related state laws (the “Background Check Laws”). Plaintiffs allege that Defendants failed to provide proper notice regarding its intention to procure consumer reports and to obtain proper authorization to procure background check reports, in violation of the Background Check Laws. Defendants deny the allegations in the lawsuit.
- The proposed Settlement will result in the creation of a \$2,300,000 Gross Settlement Sum to be paid, net of various costs and fees as described in Sections 7 and 9, to current and former employees or prospective employees of Safeway Inc. who were the subject of a consumer report anytime between and including June 6, 2017 and November 25, 2019, inclusive, (the “Safeway Subclass”), and current and former employees or prospective employees of The Vons Companies, Inc., including the banner or trade name Pavilions, Vons Sherman Oaks, LLC, Safeway Southern California, Inc., and/or Safeway Leasing, Inc. who were the subject of a consumer report between and including February 20, 2018 and November 25, 2019, inclusive (the “Vons Subclass”).
- To be eligible to receive a payment from this proposed Settlement, you must submit a Claim Form by **April 30, 2021**.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT	
DO NOTHING	Receive no payment from the Settlement. You give up your right to sue Defendants about the claims resolved by the Settlement.
SUBMIT A CLAIM FORM	This is the only way to get a payment from the Settlement. Submit a Claim Form by April 30, 2021 , requesting that a payment be made to you. You give up any rights to sue Defendants about the claims resolved by the Settlement.
EXCLUDE YOURSELF	Request to be excluded by submitting an “opt-out” request and receive no benefits from the Settlement. This is the only option that allows you to start or continue your own lawsuit against Defendants for the claims at issue in the Settlement. You must electronically submit your opt-out form by, or mail your exclusion request postmarked by April 30, 2021 , to exclude yourself.
OBJECT	Write to the Court about why you do not like the Settlement. You must submit or file your objection by April 30, 2021 . You may submit a claim form and object. You may not, however, exclude yourself and object.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement, at a hearing scheduled for June 11, 2021 .

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, you may access the Settlement Agreement at www.SafewayFCRA.com, by contacting class counsel as described in Section 17, or by accessing the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and (if there are any appeals) after any appeals are resolved, benefits will be distributed to Settlement Class Members who submit a valid and timely Claim Form and do not request exclusion from the Settlement. Please be patient.

QUESTIONS? CALL 1-866-473-1088 OR VISIT WWW.SafewayFCRA.COM

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 4
1. Why is there a notice?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a Settlement?	
WHO IS PART OF THE SETTLEMENT	PAGE 5
5. Who is included in the Settlement?	
6. What if I am not sure whether I am included in the Settlement?	
THE SETTLEMENT BENEFITS	PAGE 6
7. What does the Settlement provide?	
HOW YOU WILL RECEIVE PAYMENT	PAGE 6
8. How will I receive payment?	
9. How much will my payment be?	
10. How do I file a Claim Form?	
11. If I do not choose to file a Claim Form, what happens?	
12. When would I get my payment?	
13. What am I giving up to get a payment and stay in the Class?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	PAGE 8
14. How do I get out of the Settlement?	
15. If I don't exclude myself, can I sue the Defendants for the same thing later?	
16. If I exclude myself, can I still get a payment?	
THE LAWYERS REPRESENTING YOU	PAGE 10
17. Do I have a lawyer in the case?	
18. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT	PAGE 11
19. How do I tell the Court if I do not like the Settlement?	
20. What is the difference between objecting and asking to be excluded?	
THE COURT'S FINAL FAIRNESS HEARING	PAGE 11
21. When and where will the Court decide whether to approve the Settlement?	
22. Do I have to attend the hearing?	
IF YOU DO NOTHING	PAGE 12
23. What happens if I do nothing at all?	
GETTING MORE INFORMATION	PAGE 12
24. How do I get more information?	

QUESTIONS? CALL 1-866-473-1088 OR VISIT WWW.SafewayFCRA.COM

BASIC INFORMATION

1. WHY IS THERE A NOTICE?

A Court authorized this notice because you have a right to know about the proposed Settlement of a putative class action lawsuit known as *Sullivan, et al. v. Safeway Inc., et al.*, Case No. 3:19-cv-03187-MMC and about all of your options before the Court decides whether to approve the Settlement.

This notice explains the lawsuit, the Settlement, your legal rights, what benefits are provided by the Settlement, who is eligible for them, and how to get them. If the Court approves the Settlement and after any objections and appeals are resolved, then the payments agreed to in the Settlement will be made.

Judge Maxine M. Chesney of the United States District Court for the Northern District of California is overseeing this case. The people who sued are called the “Plaintiffs.” Safeway Inc., The Vons Companies, Inc., Vons Sherman Oaks, LLC, Safeway Southern California, Inc., and Safeway Leasing, Inc., are the “Defendants.”

2. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit alleges that Defendants obtained consumer background check reports of prospective employees in violation of the Fair Credit Reporting Act (“FCRA”) and certain related state laws (the “Background Check Laws”). The lawsuit alleges violations of the FCRA, 15 U.S.C. § 1681 *et seq.*

Defendants vigorously deny and continue to dispute all of the claims and contentions alleged in the lawsuit, and deny any and all allegations of wrongdoing, fault, liability, or damage of any kind. Defendants further deny they acted improperly or wrongfully in any way and believe that the lawsuit has no merit. Defendants also contend that, absent a settlement, class certification should be denied.

A copy of the lawsuit (the Plaintiffs’ Consolidated Amended Class Action Complaint), the Settlement Agreement, and other case-related documents are posted on the Settlement Website, www.SafewayFCRA.com. The Settlement, if approved, resolves the lawsuit. The Court has not decided whether Plaintiffs’ allegations or Defendants’ defenses have any merit.

3. WHY IS THIS A CLASS ACTION?

In a class action, one or more people called “Class Representatives” (in this case, Plaintiffs Kendra Sullivan, Marianna Williams, Johanna Mathews, Sharmarray Ross, Kysha Drew, Jeannie Jones, and Staci Gilman) sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a “Class.” One court resolves the issues for everyone in the Class—except for those people who choose to

QUESTIONS? CALL 1-866-473-1088 OR VISIT WWW.SafewayFCRA.COM

exclude themselves from the Class. Please see response to Question 5 (below) to determine whether you are part of the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiffs (the current or former employees or those individuals who applied for employment with Defendants and for whom a consumer report was obtained) or Defendants (Safeway Inc., The Vons Companies, Inc., Vons Sherman Oaks, LLC, Safeway Southern California, Inc., and Safeway Leasing, Inc.). Instead, both sides have agreed to the Settlement based on their belief that the Settlement is a fair, reasonable, and adequate compromise. The parties reached this agreement following over a year of litigation before the trial court. The Settlement was reached only after lengthy negotiations and independent consideration of the risks of litigation and benefits of settlement through formal conferences with an experienced mediator. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Members will receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that the Defendants did anything wrong. Defendants deny all legal claims in this case. Plaintiffs and their lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT?

To see if you will get money from this Settlement, you first have to decide if you are a Settlement Class Member.

5. WHO IS INCLUDED IN THE SETTLEMENT?

You are part of the Settlement Class if you were subject to a background check obtained by Safeway Inc. anytime between and including **June 6, 2017** and **November 25, 2019**, or by The Vons Companies, Inc., including the banner or trade name Pavilions, Vons Sherman Oaks, LLC, Safeway Southern California, Inc., and/or Safeway Leasing, Inc. anytime between and including **February 20, 2018** and **November 25, 2019**.

6. WHAT IF I AM NOT SURE WHETHER I AM INCLUDED IN THE SETTLEMENT?

If you are not sure whether you are in the Settlement Class or if you have any other questions about the Settlement, visit the Settlement Website at www.SafewayFCRA.com or call the toll-free number, **1-866-473-1088**. You also may send questions to the Claims Administrator at **Safeway FCRA Settlement, PO Box 23668, Jacksonville, FL 32241-3668**. Please do not address any questions about the Settlement to Defendants, the Clerk of the Court, or the Judge.

QUESTIONS? CALL 1-866-473-1088 OR VISIT WWW.SafewayFCRA.COM

THE SETTLEMENT BENEFITS

7. WHAT DOES THE SETTLEMENT PROVIDE?

The Defendants have agreed to pay \$2,300,000 to create a “Gross Settlement Sum.” The Gross Settlement Sum will be used to satisfy payments to Settlement Class Members (called “Individual Settlement Payments”); any Service Awards to the Class Representatives that are approved by the Court; any Attorneys’ Fees and Expenses to Class Counsel that are approved by the Court; and any Settlement Expenses for the administration and notice fees and costs.

If you qualify as a Settlement Class Member, you must file a Claim Form in order to receive any payments from the Settlement. For more information regarding the Claim Form and how to file one, see Questions 10 and 11, below. If you do not file a Claim Form, you will not receive a payment from this Settlement.

HOW YOU WILL RECEIVE PAYMENT

8. HOW WILL I RECEIVE PAYMENT?

If the Settlement is approved by the Court and you (1) submit a timely and valid Claim Form, and (2) do not exclude yourself from the Settlement (see Question 14, below), you will receive your Individual Settlement Payment (see Question 9, below, for information on how your Individual Settlement Payment is calculated).

If you submit a timely and valid Claim Form, you will be given the option to receive your payment by: (i) mailed check; (ii) direct credit to a PayPal account, or (iii) an alternative electronic payment method selected by you. The default payment delivery method for electronically submitted Claim Forms, if you do not select an option, is that you will receive your payment by mailed check. The failure to make a selection as to the form of receiving the payment shall not invalidate a Claim Form.

If you do not submit a timely Claim Form indicating that you wish to receive your Individual Settlement Payment, you will not receive an Individual Settlement Payment. The deadline to submit a Claim Form is **April 30, 2021**.

9. HOW MUCH WILL MY PAYMENT BE?

The amount that you will receive as payment under the Settlement is called your “Individual Settlement Payment.” The Individual Settlement Payment will be calculated by allocating the \$2,300,000 Gross Settlement Sum, *after* deducting any Service Awards to Class Representatives, Attorneys’ Fees and Expenses to Class Counsel that may be approved by the Court, and Settlement Expenses for the administration and notice fees and costs of the Settlement. The amount remaining after deducting these costs from the Gross Settlement is called the Net Settlement Sum. The Net Settlement Sum will be evenly allocated across Settlement Class Members within the two

QUESTIONS? CALL 1-866-473-1088 OR VISIT WWW.SAFEWAYFCRA.COM

settlement groups established by the Settlement Agreement (the “Safeway Subclass” and the “Vons Subclass”) who submitted timely valid Claim Forms, except for those who excluded themselves from the Settlement.

You will receive a monetary payment if you fill out and submit a timely and valid Claim Form and this Settlement receives final court approval. For more information, please see the Settlement Agreement available at www.SafewayFCRA.com.

10. HOW DO I FILE A CLAIM FORM?

You may file a Claim Form online at the Settlement Website, www.SafewayFCRA.com. The deadline to file an online Claim Form is **11:59 p.m. PST on April 30, 2021**. You may also download a Claim Form from the Settlement Website and submit it by mail, postmarked by **April 30, 2021**.

If you file a timely and valid Claim Form via mail or online via the Settlement Website, you will be given the option to receive your payment by: (i) mailed check to the mailing address you provide on the Claim Form, (ii) direct credit to a PayPal account, or (iii) an alternative electronic payment method selected by you. The default payment delivery method for timely and valid Claim Forms, if you do not select an option, is that you will receive your payment by mailed check.

11. IF I DO NOT CHOOSE TO FILE A CLAIM FORM, WHAT HAPPENS?

Settlement Class Members who do not submit a timely valid Claim Form will not receive an Individual Settlement Payment. Unless you exclude yourself from this Settlement (see Question 14), you give up your right to start or continue your own lawsuit against the Defendants for the claims released by the Settlement.

12. WHEN WOULD I GET MY PAYMENT?

Class Members who do not opt-out of the Settlement will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved (see “The Court’s Final Fairness Hearing” below). If there are appeals, resolving them can take time. Please be patient.

13. WHAT AM I GIVING UP TO GET A PAYMENT AND STAY IN THE CLASS?

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against the Defendants and Released Parties as defined in the Settlement Agreement regarding the following:

any and all claims asserted in an individual and/or class action, collective action or mass action, asserting any claims based on the facts alleged in the complaint in the Action including but not limited to claims under the federal Fair Credit Reporting

QUESTIONS? CALL 1-866-473-1088 OR VISIT WWW.SafewayFCRA.COM

Act (“FCRA”) or any state and local law equivalent, including the California Investigative Consumer Reporting Agencies Act, during the period from and including June 6, 2017, through and including the date of preliminary settlement approval for the Safeway Subclass . . . , and during the period from and including February 20, 2018 through and including the date of preliminary settlement approval for the Vons Subclass. . . . The Released Claims include claims under the FCRA and equivalent or corresponding state laws, including but not limited to all statutory, compensatory, actual and punitive damages, restitution, declaratory, injunctive and equitable relief, and attorneys’ fees and expenses, arising from or related to background checks, investigative consumer reports, and/or consumer reports ordered through the date of preliminary settlement approval, including the right to seek relief for such Released Claims by means of a class action, collective action or mass action or proceeding.

This also means that unless you exclude yourself, all of the decisions and judgments by the Court will bind you. If you file a Claim Form for benefits or do nothing at all, you will be releasing Defendants from all of the claims described above and further identified in Paragraph 23 of the Settlement Agreement.

The Settlement Agreement is available at www.SafewayFCRA.com. The Settlement Agreement provides more detail regarding the release and describes the Released Claims and Released Parties with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 17, below, for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive any benefits from the Settlement, and you want to keep any right you might have to sue the Defendants for the claims that are being released in this Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself – or is sometimes referred to as “opting out” of the Class. Note that you must opt out of the Settlement Class individually. So-called “mass” or “class” opt-outs, whether filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where no personal statement has been signed by each and every individual Settlement Class Member, are not allowed.

14. HOW DO I GET OUT OF THE SETTLEMENT?

To exclude yourself from (or “opt out” of) the Settlement, you must do one of the following:

- i. Send a signed letter by U.S. mail to the Claims Administrator including:
 - a) your full name;
 - b) an email address and/or telephone number;
 - c) a clear statement communicating that you want to be excluded from the Settlement Class, do not want to be a Settlement Class Member, and want to be excluded from any judgment entered pursuant to the Settlement; and

QUESTIONS? CALL 1-866-473-1088 OR VISIT WWW.SafewayFCRA.COM

- d) the case name and case number (*Sullivan v. Safeway, Inc.*, Case No. 3:19-cv-03187-MMC); or
- ii. Complete and electronically submit the opt-out form available on the Settlement Website (www.SafewayFCRA.com).

You must electronically submit your opt-out form by or mail your exclusion request postmarked no later than **April 30, 2021** to:

**Safeway FCRA Settlement
PO Box 23668
Jacksonville, FL 32241-3668**

If you send an opt-out by U.S. Mail, the date of the postmark on the return-mailing envelope will be the exclusive means used to determine whether a request for exclusion has been timely submitted.

You cannot ask to be excluded on the phone or by email. You must use one of the two methods identified above.

If you exclude yourself from or “opt-out” of the Settlement, you will not receive payment of your share of the Net Settlement Sum, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendants in the future for claims alleged in the lawsuit. Members of the Settlement Class who fail to submit a valid and timely request for exclusion on or before **April 30, 2021** will be bound by all terms of this Settlement Agreement and the Final Approval Order and Final Judgment, regardless of whether they have requested exclusion from the Settlement.

15. IF I DON'T EXCLUDE MYSELF, CAN I SUE THE DEFENDANTS FOR CLAIMS ALLEGED IN THE LAWSUIT?

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from the Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **April 30, 2021**.

16. IF I EXCLUDE MYSELF, CAN I STILL GET A PAYMENT?

No. If you exclude yourself, you will not receive payment of your share of the Net Settlement Sum. However, you may sue, continue to sue, or be part of a different lawsuit against Defendants for the claims that this Settlement resolves.

THE LAWYERS REPRESENTING YOU IN THE CASE

17. DO I HAVE A LAWYER IN THE CASE?

QUESTIONS? CALL 1-866-473-1088 OR VISIT WWW.SafewayFCRA.COM

The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Proposed Class.

J. Nelson Thomas, Esq.
Jessica L. Lukasiewicz
Jonathan W. Ferris
THOMAS & SOLOMON LLP
693 East Avenue
Rochester, New York 94612
Telephone: (585) 272-0540
Email: jlukasiewicz@theemploymentattorneys.com

Steven Tindall
Jeffrey Kosbie
GIBBS LAW GROUP LLP
505 14TH Street, Suite 1110
Oakland, California 94612
Telephone: (510) 350-9245
Email: jbk@classlawgroup.com

Rosa Vigil-Gallenberg
GALLENBERG PC
800 South Victory Boulevard, Suite 203
Burbank, California 91502
Telephone: (818) 237-5267
Email: Rosa@GallenbergLaw.com

You will not separately be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

18. HOW WILL THE LAWYERS BE PAID?

Class Counsel have actively litigated this case since 2019 without being paid anything to date. Class Counsel have devoted hundreds of hours and more than \$37,329 in out-of-pocket costs to prosecute this case. Pursuant to applicable law, the Court may award reasonable attorneys’ fees to Class Counsel as well as reimbursement for costs and expenses Class Counsel have expended in their work. Class Counsel intend to request up to twenty-five percent (1/4) of the Gross Settlement Sum (or \$575,000) for reasonable attorneys’ fees, plus reimbursement of reasonable, actual out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid out of the Gross Settlement Sum. The Court will decide the actual amount of fees and expenses that will be awarded.

The Class Representatives have also assumed risk and expended time and effort prosecuting this case. Class Counsel will request that Service Awards of up to \$11,000 to each Class Representative be paid from the Gross Settlement Sum as compensation for the work they have done and risks they have assumed on behalf of the Class. The Court will decide the actual amount of any Service Awards that will be awarded.

OBJECTING TO THE SETTLEMENT

19. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

QUESTIONS? CALL 1-866-473-1088 OR VISIT WWW.SafewayFCRA.COM

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue.

You may object to the proposed Settlement in writing. If you submit a written objection, you may also appear at the Final Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All written objections and supporting papers must: (i) clearly identify the case name and number (*Sullivan, et al. v. Safeway, Inc., et al.*, Case No. 3:19-cv-03187-MMC); (ii) be submitted to the Court by filing the written objection through the Court's Case Management/Electronic Case Files system, by mailing the written objection to the Clerk of the Court for United States District Court for the Northern District, or by filing the written objection in person at any location of the United States District Court for the Northern District of California; and (iii) be filed or postmarked on or before **April 30, 2021**.

If your objections do not meet all of the requirements set forth in this section, they will be deemed invalid.

20. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?

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

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses ("Final Fairness Hearing").

21. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court has scheduled a Final Fairness Hearing on **June 11, 2021 at 9:00 a.m.**, at the United States District Court for the Northern District of California at the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, Courtroom 7 (19th Floor), San Francisco, CA 94102. The hearing may be moved to a different date or time without additional notice, or conditions related to the COVID-19 pandemic might require that the hearing be held remotely, so it is a good idea to check www.SafewayFCRA.com and /or the Court's PACER system at <https://ecf.cand.uscourts.gov> for updates.

QUESTIONS? CALL 1-866-473-1088 OR VISIT WWW.SafewayFCRA.COM

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for reasonable attorneys' fees and expenses and for Service Awards to the Class Representatives. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

22. DO I HAVE TO ATTEND THE HEARING?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you file or submit your written objection on time, to the proper location or address, and it complies with the other requirements set forth above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but it is not necessary.

IF YOU DO NOTHING

23. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you are a Settlement Class Member and do nothing, you will not receive your Individual Settlement Payment, and you will be bound by the judgment entered by the Court. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit or proceeding against the Defendants regarding the claims this Settlement resolves.

GETTING MORE INFORMATION

24. HOW DO I GET MORE INFORMATION?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.SafewayFCRA.com. You may also contact Class Counsel (see Question 17) or access the Court docket in this case through the Court's PACER system at <https://ecf.cand.uscourts.gov>. You may also write with questions to the Claims Administrator at Safeway FCRA Settlement, PO Box 23668, Jacksonville, FL 32241-3668, or call the toll-free number, 1-866-473-1088, or e-mail info@SafewayFCRA.com.

Please do not contact Safeway, The Vons Companies, Inc., Vons Sherman Oaks, Safeway Southern California, Inc., Safeway Leasing, Inc., the Court, or the Court Clerk's Office to inquire about this Settlement.