

**If you made a purchase at a Safeway gas station using a credit card or debit card between September 12, 2017 and February 26, 2019, you may be entitled to benefits under a class action settlement.**

*A Court authorized this Notice. This is not a solicitation from a lawyer.*

- Plaintiff alleges Safeway Inc. (“Safeway”) printed receipts for credit or debit card transactions at its gas stations that displayed the first six (6) and the last four (4) digits of the debit or credit card number in violation of the Fair and Accurate Credit Transactions Act, 15 U.S.C. § 1681c(g)(1) *et seq.* (“FACTA”). The Safeway grocery stores did not print this violative information, and this Settlement is limited to transactions at Safeway’s gas stations. Safeway denies Plaintiff’s allegations and denies any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff’s claims or the defenses of Safeway. By entering into the Settlement, Safeway has not conceded the truth or validity of any of the claims against it.

Safeway has agreed to pay \$20,000,000 (the “Settlement Fund”) in full and final settlement and release of the claims of the Settlement Class defined as persons who between September 12, 2017 and February 26, 2019 engaged in one or more transactions using a debit card or credit card at any Safeway fuel location, and was thereupon provided an electronically printed receipt displaying the first six (6) and the last four (4) digits of the credit or debit card number used in connection with such transaction(s). “Safeway fuel location” includes fuel stations operated by Safeway or operated under any of the following banners affiliated with Safeway: Albertsons; Acme; Carrs; Randalls; Jewel; Tom Thumb; and Vons.

- Not all Safeway gas locations were printing violative receipts during the entire class period, and none of the Safeway stores were printing violative receipts.
- The Settlement Fund will be used to pay all amounts related to the Settlement, including payments to each Settlement Class Member who submits a valid and timely claim form to receive payment (“Claim Form”), attorneys’ fees and reasonable expenses, and the costs of notice and administering the Settlement. Class Counsel anticipate that they will petition the Court for attorneys’ fees of \$8,000,000 plus reasonable expenses, and will also petition for an Incentive Payment of \$10,000 to Plaintiff. Settlement Class Members who timely submit a valid Claim Form will receive a pro rata payment distribution, calculated by dividing the available funds for distribution to the Settlement Class by the number of persons who submit valid Claim Forms.
- Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or don’t act. Read this Notice carefully.
- 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 and after any appeals are resolved. Please be patient.

## YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>SUBMIT A CLAIM FORM</b>	If you submit a valid Claim Form by April 4, 2022, you will receive a payment and will give up your rights to sue Safeway and/or any other released parties (“Safeway Releasees,” as defined in the Settlement Agreement) on any Released Claim, as defined in the Settlement Agreement. If you have a Claim ID number, Claim Forms may be submitted by mail to <i>Martin v. Safeway</i> Claims Administrator, P.O. Box 43051, Providence, RI 02940-3051 or through the Settlement Website by visiting <a href="http://www.SafewayFACTASettlement.com">www.SafewayFACTASettlement.com</a> or by calling 1-844-926-1533. The Claims Administrator may seek additional information from persons who submit Publication Claim Forms to validate claims.
<b>EXCLUDE YOURSELF OR “OPT OUT” OF THE SETTLEMENT</b>	If you ask to be excluded, you will not receive a payment. This is the only option that allows you to pursue or continue to pursue claims against Safeway or any other Safeway Releasee on your own in the future. The deadline for excluding yourself is April 4, 2022.
<b>OBJECT TO THE SETTLEMENT</b>	You may write to the Court about why you believe the Settlement is unfair in any respect. Please see Section 16 below (“How do I tell the Court that I do not think the Settlement is fair?”). The deadline for objecting is April 4, 2022. To obtain a benefit from this Settlement, you must still complete and submit a Claim Form or Publication Claim Form. If you submit only an objection, you will not receive any benefit from the Settlement and you will give up your right to pursue or continue to pursue a Released Claim against Safeway or any other Safeway Releasee.
<b>DO NOTHING</b>	If you do nothing, you will not receive any monetary award, but you will give up your rights to pursue or continue to pursue a Released Claim against Safeway or any other Safeway Releasee.
<b>GO TO THE FINAL APPROVAL HEARING</b>	You may ask to speak in Court about the fairness of the Settlement, if you object to the Settlement. To speak at the Final Approval Hearing, you must comply with the requirements set forth in Question 21 below no later than April 4, 2022.

## BASIC INFORMATION

### 1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the class action lawsuit entitled *Martin v. Safeway Inc.* Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the Settlement and your rights under it.

### 2. What does it mean if I received an email or postcard about this Settlement?

If you received an email or postcard describing this Settlement, it is because records of Safeway indicate that you may be a member of the Settlement Class in this action. You are a member of the Settlement Class if a Safeway fuel location located in the United States provided a point-of-sale receipt to you for a credit card or debit card transaction that displayed the first six (6) and the last four (4) digits of the card number at any time between September 12, 2017 and February 26, 2019. “Safeway fuel location” includes fuel stations operated by Safeway or operated under any of the following banners affiliated with Safeway: Albertsons; Acme; Carrs; Randalls; Jewel; Tom Thumb; and Vons

The Claims Administrator will check the written information you provide on the Claim Form against transaction data of Safeway. If the information does not match, you will not be a Settlement Class Member and are not entitled to any relief.

### 3. What is this class action lawsuit about?

In a class action, one or more people called Class Representatives (here, Plaintiff Fred Martin) sue on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiff alleges Safeway willfully violated FACTA by printing point-of-sale receipts for credit card and debit card transactions at its fuel locations (not the grocery stores) that displayed more than the last five digits of the card number in violation of FACTA. Safeway denies these allegations and denies any wrongdoing. The Court has conditionally certified a class action for settlement purposes only.

#### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Safeway. Instead, both sides agreed to this Settlement. That way, they avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation. Plaintiff and Class Counsel think the Settlement is best for all Settlement Class Members.

### WHO IS IN THE SETTLEMENT CLASS?

#### 5. How do I know if I am part of the Settlement Class?

The Court has certified this case as a class action for settlement purposes only. The Settlement Class is defined as:

All persons in the United States who, between September 12, 2017 and February 26, 2019 engaged in one or more transactions using a debit card or credit card at any Safeway fuel location, and was thereupon provided an electronically printed receipt displaying the first six (6) and the last four (4) digits of the credit or debit card number used in connection with such transaction(s).

“Settlement Class Member” is defined as any person in the Settlement Class who is not validly excluded from the Settlement Class.

It is important to note that the Safeway fuel locations were not printing the allegedly violative receipts during the entire period between September 12, 2017 and February 26, 2019. Therefore, just because you were provided with a receipt for a credit or debit card transaction at a Safeway fuel station during the class period, it does not necessarily mean that you are a Settlement Class Member. If you are still unsure whether you are included, you can visit other sections of the Settlement Website, [www.SafewayFACTASettlement.com](http://www.SafewayFACTASettlement.com), you may write to the Claims Administrator at *Martin v. Safeway* Claims Administrator, P.O. Box 43051, Providence, RI 02940-3051, or you may call the toll-free Settlement Hotline, 1-844-926-1533, for more information.

### THE LAWYERS REPRESENTING YOU

#### 6. Do I have lawyers in this case?

The Court has appointed lawyers from the law firms of Keogh Law, Ltd., Scott D. Owens, P.A., and Bret Lusskin, P.A. as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers.

#### 7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of up to 40% of the \$20,000,000 Settlement Fund, which is \$8,000,000, to them for attorneys’ fees plus reasonable expenses. Class Counsel also will ask the Court to approve payment of up to \$10,000 to Plaintiff Fred Martin for his service as Class Representative. The Court may award less than these amounts.

### THE SETTLEMENT BENEFITS – WHAT YOU GET

#### 8. What does the Settlement provide?

**Settlement Fund.** Safeway will pay \$20,000,000 into a fund (the “Settlement Fund”), which will cover: (1) payments to Settlement Class Members who submit timely and valid Claim Forms; (2) an award of attorneys’ fees to Class Counsel; (3) Class Counsel’s reasonable expenses; (4) an Incentive Payment to Plaintiff, as approved by the Court; and (5) the costs of notice and administration of the Settlement.

**Payments.** All Settlement Class Members are eligible to submit a Claim Form and receive a payment. To submit a Claim Form, follow the procedures described under Question 11 below.

**No Portion of the Settlement Fund Will Return to Safeway.** All money in the Settlement Fund beyond the funds the Court authorizes to be paid for the costs of notice and administration of the Settlement, attorneys' fees and expenses to Class Counsel and any incentive awards to Plaintiffs, will be divided and paid pro rata to the Settlement Class Members who submitted valid and timely Claim Forms. All unclaimed funds shall be paid via a Second Distribution to those Class Members who cashed their checks. Only after a Second Distribution or if a Second Distribution is not feasible, will unclaimed funds be paid, as a cy pres award on behalf of the Class, to the National Consumer Law Center ("NCLC") earmarked for education and efforts to strengthen consumer protections designed to prevent identity theft and to the Chicago Bar Foundation, which supports numerous Illinois legal aid organizations. No portion of the Settlement Fund will return to Safeway.

9. How much will my payment be?

Your share of the Settlement Fund will depend on the number of valid Claim Forms that Settlement Class Members submit. Each Class Member who submits a valid Settlement Claim Form will be entitled to receive compensation that will be distributed on a pro rata basis. **The final payment amount will depend on the total number of valid and timely claims submitted by Settlement Class Members, but Class Counsel estimates \$36-\$18.**

10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class and will be bound by the Release of claims in the Settlement. This means that if the Settlement is approved, you cannot pursue or continue to pursue any Released Claim against Safeway or any other Safeway Releasee, whether on your own or as part of any other lawsuit, as explained in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself from the Settlement, you will agree to release Safeway and any other Safeway Releasee, as defined in the Settlement Agreement, from any and all claims that were or could be asserted in the litigation and all claims that relate to or arise from printing too much information on any receipts from Safeway fuel locations during the Settlement Class period.

If you have any questions about the Release or what it means, you can speak to Class Counsel, listed under Question 6, for free, or you can, at your own expense, talk to your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

### HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

To receive a payment, you must submit a Claim Form by the deadline stated below. If you have a Claim ID number, Claim Forms may be submitted by mail to *Martin v. Safeway* Claims Administrator, P.O. Box 43051, Providence, RI 02940-3051, or through the Settlement Website by visiting [www.SafewayFACTASettlement.com](http://www.SafewayFACTASettlement.com) or by calling 1-844-926-1533.

### WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

12. When would I receive a Settlement payment?

The Court has scheduled a hearing on May 4, 2022 to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Updated information will be posted on the Settlement Website at [www.SafewayFACTASettlement.com](http://www.SafewayFACTASettlement.com). Please be patient.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How can I get out of the Settlement?

If you want to keep the right to pursue or continue to pursue any Released Claim against Safeway or any Safeway Releasee, as defined in the Settlement Agreement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send an exclusion request to the Claims Administrator. To be valid, a member of the Settlement Class who wishes to be excluded from the Settlement Class shall mail a written notice of exclusion to the Claims Administrator, so that it is postmarked no later than April 4, 2022 (the “Opt-Out and Objection Deadline”), and shall clearly provide the following in the written notice of exclusion: (a) the case name and number; (b) the name, address, and telephone number of the Settlement Class Member; (c) the personal signature of the Settlement Class Member requesting exclusion; and (d) a statement that indicates a desire to be excluded from the Settlement Class in the Litigation, such as “I hereby request that I be excluded from the proposed Settlement Class in *Martin v. Safeway Inc.*” No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

**To be valid, you must mail your exclusion request postmarked no later than April 4, 2022 to the Claims Administrator at *Martin v. Safeway* Claims Administrator, P.O. Box 43051, Providence, RI 02940-3051.**

14. If I do not exclude myself, can I sue Safeway for the same thing?

No. If you do not exclude yourself, you give up any right to pursue (or continue to pursue) any Released Claims against Safeway or any Safeway Releasee.

15. If I exclude myself, can I get a benefit from this Settlement?

No. If you ask to be excluded, you will not be able to submit a Claim Form for a Settlement payment and you cannot object to the Settlement.

### OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not think the Settlement is fair?

If you are in the Settlement Class, you can object to the Settlement or any part of the Settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the award of any attorneys’ fees and expenses or Incentive Payment.

To be valid, the objection must be received by the Opt-Out and Objection Deadline (by April 4, 2022), and include: (a) the case name and number; (b) the name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his or her counsel; (c) a description of the specific basis for each objection raised; (d) a statement of whether he or she intends to appear at the Final Approval Hearing, either with or without counsel; (e) any documentation in support of such objection; and (f) the date and location of the purchase for which the Settlement Class Member received a receipt containing more than the last 5 digits of their card number.

Any Settlement Class Member who fails to object to the Settlement in the manner described above shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

**To be considered, you must file your objections with the Court. Your objections must also be mailed to the addresses below and postmarked or received no later than April 4, 2022.**

For Plaintiff:

Keith J. Keogh  
Michael S. Hilicki  
Keogh Law, Ltd.  
55 West Monroe St., Ste. 3390  
Chicago, IL 60603

For Safeway Inc.:

Thomas V. Loran III  
Stacie O. Kinser  
Pillsbury Winthrop Shaw Pittman LLP  
Four Embarcadero Center, 22nd Floor  
San Francisco, CA 94111-5998

**Even if you timely and properly object, to obtain a benefit from this Settlement, you must submit a Claim Form. If you object but fail to submit a Claim Form, you will not receive any monetary award.**

17. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you oppose something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

#### **IF YOU DO NOTHING**

18. What happens if I do nothing at all?

If you do nothing, you will not receive any monetary award, but you will give up your rights to pursue or continue to pursue Released Claims against Safeway or any other Safeway Releasee. For information relating to what rights you are giving up, see Question 10.

#### **THE FINAL APPROVAL HEARING**

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:30 a.m. on May 4, 2022 in Room 2405 in the Richard J. Daley Center - 50 W. Washington St., Chicago, IL 60602. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court will also consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

20. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But you are welcome to come, or have your own lawyer appear, at your own expense.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be filed with the Court no later than **April 4, 2022**. You cannot speak at the hearing if you exclude yourself from the Settlement.

#### **GETTING MORE INFORMATION**

22. How do I get more information?

This Notice is only a summary of the proposed Settlement. You can get a complete copy of the Settlement Agreement by visiting the Settlement Website, [www.SafewayFACTASettlement.com](http://www.SafewayFACTASettlement.com), or you can write to the address below or call the toll-free Settlement Hotline, 1-844-926-1533. You can also call Class Counsel with any questions at 1-866-726-1092.

**DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, SAFEWAY INC., OR COUNSEL FOR SAFEWAY INC. ABOUT THE SETTLEMENT. ALSO, TELEPHONE REPRESENTATIVES WHO ANSWER CALLS MADE TO THE TOLL-FREE NUMBER ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.**