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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ROHINI KUMAR, an individual, on behalf of herself, the general public and those similarly situated

Plaintiff,

v.

SAFEWAY, INC.,

Defendant,

Case No. RG 14726707

CLASS ACTION

SUPPLEMENTAL DECLARATION OF H. JAKE HACK SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL

Date: March 16, 2018
Time: 10:00 a.m.
Department: 21
Reservation No.: R-1904127

Honorable Judge Winifred Y. Smith

I, H. JAKE HACK, declare:

1. I am employed as a Project Manager by Kurtzman Carson Consultants ("KCC"), located at 462 S. 4th Street, Louisville, KY 40202, and as such I have personal information of the facts set forth herein.

2. As the project manager, I oversaw the administrative services provided. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

3. I submit this declaration to supplement the declaration I executed on February 2, 2018.

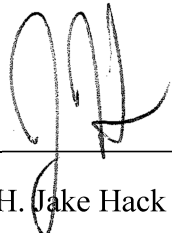
1 4. The submission deadline for submitting a Request for Exclusion was February 16,
2 2018. To date, KCC has received five Requests for Exclusion. This list of exclusions is attached
3 as Exhibit A.

4 5. The submission deadline for submitting an Objection to the Settlement was
5 February 16, 2018. To date, KCC has received two requests for Objection. They are attached as
6 Exhibit B.

7 6. The submission deadline for submitting Claim Form was February 18, 2018. To
8 date, KCC has processed 31,158 timely claims and 328 late claims.

9 I declare under penalty of perjury under the laws of the United States and the State of
10 Kentucky that the foregoing is true and correct to the best of my knowledge and that this
11 declaration was executed this 2nd day of March, at Louisville, Kentucky.

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H. Jake Hack

EXHIBIT A

FirstName	LastName	Addr1	Addr2	City	State	Zip
Frank	Sagasta					
Sarah	Sagasta					
caroline	stiggins					
Stacey	DeMoss					
Jordan	Sutterer					

EXHIBIT B

Michael Hanratty

[REDACTED]

January 7, 2018

Safeway Settlement Claim Administrator
P.O. Box 404041
Louisville, KY 40233-4041

RE: *Kumar v. Safeway*, case number RG 14726707

Dear Administrator,

As a member of the Settlement Class (Safeway Card phone number 719-266-4416), I object to the settlement proposed. First, there is no standing for the Plaintiff in this case. No harm was done through the alleged mislabeling of the product, so there are no grounds for a lawsuit. If the plaintiff doesn't like the product, they should just stop buying it. Second, this whole case is frivolous and is a waste of the resources of the court, the company, and its customers. It amounts to legalized extortion, where the lawyers find someone who will complain and get the company to settle in order to make the problem go away. In the end, the lawyers get millions of dollars and the class members each get a few dollars. The judge should throw the case out of court and tell the lawyers to find a real problem to solve.

I don't need to appear or be heard in court, but request that this objection be read in court by the Administrator or his/her designee. I have no counsel representing me. I have not objected to a class action suit in the past five years.

Sincerely,



Michael Hanratty

[REDACTED]

Michael Hanratty

[REDACTED]

January 7, 2018

Safeway Settlement Claim Administrator
P.O. Box 404041
Louisville, KY 40233-4041

RE: *Kumar v. Safeway*, case number RG 14726707

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Sincerely,



Michael Hanratty

[REDACTED]

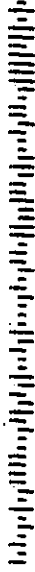
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DENVER CO 8002

08 JAN 2018 PM 6 L



Sideway Settlement Chair Admin
P.O. Box 404041
Louisville, KY 40233-4041



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0011

To: *Safeway Settlement Claim Administrator*

P.O. Box 404041

Louisville

KY 40233-4041

From: Allen Murgatroyd

**Request that the court deny approval of the settlement applied for in the *Kumar v. Safeway* case
Case number RG 14726707**

Dear Sir/Madam,

I buy most of my groceries from Safeway and have been a member of the Safeway Club since about October 2013. For verification of my credentials, my membership number is 410-3464-6308. I am not an employee of Safeway.

I am requesting that the court disapprove making any payments to both the plaintiff and her attorneys on the following grounds:-

- Low priced product – indicating to a reasonable person that the quality of the product might be at the lower end of the measured standard, or even questionable in its labeling.
- The bottles carried no quality approvals from quality assurance groups such as the COOC, NAOOA, EVA or UNAPROL. Therefore there was no ground to expect the product to be of ‘as high a quality’ when bought.
- The plaintiff and her attorneys have not submitted evidence of the product being anything other than Olive Oil – like a mixture with soybean, hazelnut, or fish oils. Therefore, no intention to harm can be established.
- The product was covered by a “Guaranteed” “100% money back” of “quality and satisfaction”. Quality; in this case, may not have been up to standard for any number of reasons – including exposure to sunlight – and if the plaintiff was not satisfied, she was entitled to take the product back and get a refund. There was no need to “go for the throat” of a retailer trying to meet the needs of people looking for a cheaper product.

I have purchased the *Signature Select Extra Virgin Olive Oil* for purposes where quality was not an issue – as long as it was Olive Oil. Where quality was a high priority I have purchased the more expensive ‘Approved’ brands. A well understood consumer saying goes, “you get what you pay for.” If the plaintiff had paid five times as much for the product and found it was something other than Olive Oil then she would have had a complaint worthy of being pursued through the courts. This was not the case.

To Safeway’s credit, a bottle I recently bought of their Extra Virgin Olive oil has the labeling that was agreed to in the settlement, albeit, minus any reference to being “imported” on the front label. So Safeway has already gone beyond its legal obligation.

I affirm that I have made no prior objections in any state or federal courts in the United States in the previous five years.

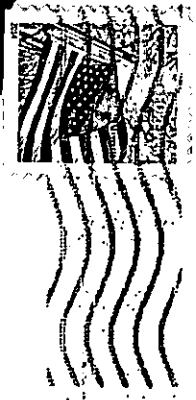
Sincerely yours,



Allen Murgatroyd

Phone: 

From: Mr. A. Murgatroyd



SAN FRANCISCO CA 940

15 JAN 2018 PM 6 L

Safeway Settlement Claim Administrator
P.O. Box 404041
Louisville
KY 40233-4041

40233-404141

