

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CONNIE DAHLIN, MARIO GARDNER, et al.,

Plaintiffs,

vs.

SAV-ON DRUG STORES, INC., NEW
ALBERTSONS INC., and Does 1-50, inclusive,

Defendants.

Case No. BC227551 (consolidated with
LASC Case No. BC 227720)

[Assigned To The Honorable Victoria G.
Chaney For All Purposes]

Date: August 19, 2009
Time: 9:00 a.m.
Dept.: 324

NOTICE OF PRELIMINARY
APPROVAL OF SETTLEMENT AND
FINAL APPROVAL HEARING,
RIGHT TO OBJECT, AND
RIGHT TO FILE A CLAIM

Date Action Filed: April 3, 2000

The Court has given preliminary approval to a settlement of this lawsuit. If you worked as a salaried Assistant Manager or salaried Operating Manager at a Sav-on drug store in California between April 3, 1996 and June 16, 2006, you should read this Notice carefully because it will affect your rights.

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

- ◆ Former employees have sued Sav-on Drug Stores, Inc. alleging that salaried Assistant Managers and salaried Operating Managers were not paid overtime wages and were not provided meal and rest breaks.
- ◆ The Court has granted preliminary approval of a proposed settlement of the lawsuit. The settlement provides for the payment of unpaid overtime wages, penalties, attorneys' fees and costs, and the payment of incentive awards to the representative plaintiffs.
- ◆ This Notice is to advise you of how you can (1) submit a claim for a portion of the settlement monies, or (2) object to the proposed settlement. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	Submit a Claim Form. Release certain rights. If you submit a timely and valid Claim Form (enclosed), you will be entitled to participate in the settlement. Whether or not you submit a Claim Form, however, as a Class Member you will give up your rights to sue Defendants separately about the legal claims made in this lawsuit.
OBJECT	Submit a written objection to the Court. If you disagree with the proposed settlement, you may submit an objection. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms. If the Court rejects your objection, you will be entitled to participate in the settlement only if you have also submitted a timely and valid Claim Form.
GO TO A HEARING	If you submit a written objection, ask to speak to the Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

- ◆ These rights and options—and the deadlines to exercise them—are explained in this Notice.
- ◆ The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made only if the Court approves the settlement and after appeals are resolved (if any).

BASIC INFORMATION

1. Why did I get this Notice?

Sav-on's records show that you worked as a salaried Assistant Manager ("AM") and/or a salaried Operating Manager ("OM") at a Sav-on drug store in California sometime during the period from April 3, 1996 through June 16, 2006, and that you were classified by Sav-on as exempt from California's overtime laws. This Notice explains that the Court has granted preliminary approval of a proposed settlement of a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant final approval of the proposed settlement. The Honorable Victoria G. Chaney of the Superior Court for the County of Los Angeles is overseeing this class action. The lawsuit is known as *Dahlin v. Sav-on Drug Stores, Inc.*, Case No. BC227551.

2. What is this lawsuit about?

Plaintiffs claim that Defendants violated California law by (1) failing to pay salaried Assistant Managers and Operating Managers overtime wages, (2) failing to pay all wages due to employees who quit or were fired, (3) failing to compensate salaried Assistant Managers and Operating Managers for meal and rest breaks, and (4) failing to keep adequate employment records. Plaintiffs sought

damages, penalties, interest, disgorgement of profits, injunctive relief, and attorneys' fees and costs. Defendants deny each and all of the claims and matters alleged by Plaintiffs and the Class in the Litigation. Settling Defendants contend that their salaried Assistant Managers and Operating Managers in California were properly classified as exempt from overtime and that they were afforded meal and rest breaks in compliance with California law. Because Settling Defendants contend that they have complied with their obligations under the California Labor Code and the applicable Wage Orders, Settling Defendants also contend that Plaintiffs' claims for inadequate wage statements, waiting time penalties, injunctive relief under the Unfair Competition Law, civil penalties under the Private Attorneys General Act, and common law conversion, which are derivative of the overtime and rest and meal break claims, will fail.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called the "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The individual who sued – and all the Class Members like them – is called the Plaintiff. The company they sued (in this case Sav-on Drug Stores, Inc., American Stores Company, American Drug Stores, Inc., Lucky Stores, Inc., Albertsons, Inc., and New Albertsons, Inc.) is called the Defendant. In this case, the Plaintiffs and the Defendants have decided to settle the case. However, their proposed settlement must be approved by the Court. This happens in two stages. First, if the Court is satisfied that the proposed settlement is fair, adequate and reasonable it grants preliminary approval and orders that a Notice like this is sent to everyone in the Class. Members of the Class can then submit a claim or object to the proposed settlement. Once members of the Class have had an opportunity to submit their claims or object, the Court reviews this information and submissions by the parties and decides whether to grant final approval of the settlement. If the Court grants final approval, the Class Members who filed proper and timely Claim Forms and did not ask to be excluded are paid out of the settlement monies in exchange for a release of their claims.

4. Why is this a class action?

The Court decided that this lawsuit can be a class action because it meets the requirements under California Code of Civil Procedure section 382, which governs class actions in California state courts. The Court also made a preliminary determination that the proposed settlement is fair, adequate and reasonable. Specifically, the Court found that:

- There are enough salaried Assistant Manager and Operating Manager employees that worked at Sav-on's stores in California with similar claims that it is more practical to resolve their claims as a Class;
- There are legal questions and facts that are common to each of them;
- Plaintiffs Connie Dahlin and Mario Gardner's claims are typical of the claims of the rest of the Class;
- Ms. Dahlin, Mr. Gardner and the lawyers representing the Class will fairly and adequately represent the Class' interests;
- The common legal questions and facts are more important than questions that affect only individuals;
- This class action will be more efficient than having many individual lawsuits;
- The proposed settlement is fair, adequate and reasonable. This means that the Court determined that the amount of the settlement, including the amount to be paid to the attorneys for their work and expenses, and potential incentive awards for Ms. Dahlin and Mr. Gardner, are fair, adequate and reasonable. In making this determination, the Court looked at things like the amounts of money that Defendants would have had to pay the Class Members if the Class Members had won the lawsuit, and the chances that Defendants would have won the case. The Court also considered the costs which both Plaintiffs and Defendants would have to pay in attorneys' fees and other expenses if they did not settle the case, and the amount of time and resources it would take to proceed with this case through any trial and appeal. The Court also considered that the settlement was reached after serious, arms-length negotiations, including a voluntary mediation before an experienced mediator.

More information about why the Court has granted preliminary approval of the proposed settlement is in the Court's May 7, 2009 Preliminary Approval Order, which can be viewed at the Office of the County Clerk, 600 S. Commonwealth Avenue, Los Angeles, California, from 9:00 a.m. to 4:30 p.m., Monday through Friday, or at www.righthettilaw.com. You will need to ask the Clerk to view the file for the lawsuit *Dahlin v. Sav-on Drug Stores, Inc.*, Case No. BC227551.

THE CLAIMS OF THE LAWSUIT

5. What does the lawsuit complain about?

Plaintiffs claimed that Defendants violated California law by (1) failing to pay salaried Assistant Managers and Operating Managers overtime wages, (2) failing to pay all wages due upon termination to employees who quit or were fired, (3) failing to compensate salaried Assistant Managers and Operating Managers for meal and rest breaks, and (4) failing to keep adequate employment records. Plaintiffs sought damages, penalties, interest, disgorgement of profits, injunctive relief, and attorneys' fees and costs.

6. How does Sav-on answer?

Defendants deny each and all of the claims and matters alleged by Plaintiffs and the Class in the Litigation. Settling Defendants contend that their salaried Assistant Managers and Operating Managers in California were properly classified as exempt from overtime and that they were afforded meal and rest breaks in compliance with California law. Because Settling Defendants contend that they have complied with their obligations under the California Labor Code and the applicable Wage Orders, Settling Defendants also contend that Plaintiffs' claims for inadequate wage statements, waiting time penalties, injunctive relief under the Unfair Competition Law, civil penalties under the Private Attorneys General Act, and common law conversion, which are derivative of the overtime and rest and meal break claims, will fail.

7. Has the Court decided who is right?

The Court hasn't decided whether Defendants or the Plaintiffs are correct. By giving preliminary approval to the proposed settlement, the Court is only saying that the proposed settlement is fair, adequate and reasonable based upon the evidence so far. Once the Court has reviewed the results and responses to this Notice, including any objections, the Court will determine whether to give final approval to the proposed settlement. (See "The Settlement" below.)

8. What are the Plaintiffs asking for?

Plaintiffs sued Sav-on to recover unpaid wages and interest, penalties, attorneys' fees and costs. You can read the Plaintiffs' Class Action Complaint at www.righettilaw.com, or in the file at the Office of the County Clerk. (See "Why is this a class action?" above on p. 2.)

9. Is there any money available now?

No money or benefits are available right now because the Court has not yet decided whether to give final approval to the settlement. If the Court gives final approval to the settlement, (and you have properly filled out your Claim Form and mailed it in on time), then you will be sent your portion of the settlement once the Court's order becomes final.

WHO IS THE CLASS?

You need to decide whether you are affected by this lawsuit.

10. Am I part of the Class?

The Class includes all persons who were employed by American Stores Company, American Drug Stores, Inc., or Albertsons, Inc., as a salaried Assistant Manager or as a salaried Operating Manager at a Sav-on drug store in California between April 3, 1996 and June 16, 2006, and who did not submit a valid request for exclusion from the Class. If you fall within this definition, you are a Class Member and will be bound by the terms of this settlement.

11. Are any people who worked for Sav-on not included in the Class?

If you submitted a valid request for exclusion when you were provided an opportunity to do so or if you did not work as either a salaried Assistant Manager or Operating Manager at a Sav-on store in California from April 3, 1996 through June 16, 2006, you are NOT a Class Member.

12. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling, e-mailing or writing to the lawyers in this case, at the phone number or address listed in question 20.

THE SETTLEMENT

The parties have agreed on a proposed settlement which the Court has given preliminary approval.

13. What does the settlement provide?

The proposed settlement requires Defendants to pay a settlement amount not to exceed Forty-seven Million, Five Hundred Thousand Dollars (\$47,500,000) the "Total Settlement." That amount includes all penalties and unpaid wages, an incentive award for the Named Plaintiffs, attorneys' fees and costs for the Named Plaintiffs' Counsel, and claims administration costs required to be paid by Defendants. Settlement proceeds will be paid to Class Members who properly file Claim Forms in the manner described in Question 15 below. Any money that is not claimed will revert to Defendants.

Plaintiffs' Counsel have litigated this case since April 3, 2000, and have devoted substantial time, effort and expense to prosecuting the case. It is customary for courts to award attorneys' fees to counsel for the Class as well as reimbursement for costs they have expended in their work. Plaintiffs' Counsel plan to request that the Court authorize payment to them of attorneys' fees and costs and other expenses in an amount not to exceed \$19 Million which will come from the Total Settlement.

The Named Plaintiffs will ask the Court to approve a monetary payment to them as compensation for the work they have done in bringing and prosecuting the case on behalf of the Class Members, in an amount not to exceed \$50,000 each (the "Named Plaintiffs' Incentive Awards"). If approved by the Court, the payments will be made solely from the Total Settlement amount and will be in addition to any amounts of damages paid to the Named Plaintiffs under the terms of the settlement.

If the settlement is finally approved by the Court, all Class Members will be deemed to have agreed to have released the Released Claims (and Unknown Claims), as defined in the Stipulation of Settlement and set forth below, regardless of whether the Class Members submit Claim Forms or receive Individual Settlement Amounts. "Released Claims" means any and all causes of action, claims, damages, equitable, legal and administrative relief, interest, demands or rights, whether based on federal, state or local statute, common law, ordinance, or regulation, or any other source (including "Unknown Claims") arising out of the acts or omissions of the Released Persons and alleged in the Litigation by Plaintiffs (limited to salaried Assistant Managers and Operating Managers); namely, for alleged violations of California Labor Code Section 1194 and Industrial Wage Order 7-2001 and the following arising thereunder: (1) claims for violation of California Labor Code Sections 201-203, 218.5, 218.6, 226, 226.7, 510, 512, 1174 and 2698 *et seq.* (and related Wage Orders), (2) Business and Professions Code Section 17200 *et seq.*, (3) claims for common law conversion based on unpaid overtime wages during the Class Period including claims for punitive damages, and (4) claims for recovery of statutory penalties and/or attorneys' fees under California Labor Code, Sections 203, 218.5, 226, 1194, 1199, and 2698 *et seq.*, California Code of Civil Procedure, Section 1021.5.

“Released Persons” means Settling Defendants and each and all of the Related Persons. Released Persons includes, but is not limited to, Sav-on Drug Stores, Inc., New Albertsons, Inc., American Stores Company, American Drug Stores, Inc., Albertsons, Inc., and SuperValu, Inc.

“Unknown Claims” means any and all causes of action and claims alleged in the Litigation and/or arising from the facts alleged in the operative complaint and which any Plaintiff or Class Member, including his or her assigns, predecessors, and successors, does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons which, if known by him, her, or it, might have affected his, her, or its settlement with and release of any or all of the Released Persons, or might have affected his, her, or its decision not to object to the Stipulation of Settlement.

Whether or not you participate in the settlement, you will not be permitted to sue Released Persons for the claims described above for the time you worked as a salaried Assistant Manager or Operating Manager at a Sav-on drug store in California from April 3, 1996 through June 16, 2006.

14. What can I get from the settlement?

At this time it is not possible to precisely determine how much money you will receive if you submit a timely and valid Claim Form. The minimum amount of your share of the settlement will depend upon how much time you worked as a salaried Assistant Manager or Operating Manager from April 3, 1996 through June 16, 2006. The enclosed Claim Form shows what Defendants’ records reflect as your correct weeks worked as a salaried AM or OM from April 3, 1996 through June 16, 2006. Once all of the claims are submitted, then any court-approved Named Plaintiffs’ Incentive Awards, attorneys’ fees and costs, and claims administration costs Defendants have agreed to pay will be subtracted from the Total Settlement. The money that remains after payment of these expenses will be the “Net Settlement Amount,” which is the amount available for distribution among all Class Members who submit proper and timely Claim Forms. Each Class Member’s share of the Net Settlement Amount will be calculated in the following manner:

The Qualified Settlement Administrator will review the valid Claim Forms submitted by Class Members to determine the combined number of Work Weeks that all Class Members worked as salaried Assistant Managers and Operating Managers at Sav-on stores in California from April 3, 1996 through June 16, 2006.

For each Class Member who files a timely and proper Claim Form, the Qualified Settlement Administrator will determine an Individual Settlement Amount. The Individual Settlement Amount is the amount of money that will be paid a Class Member. The Individual Settlement Amount will depend upon the number of weeks a Class Member worked as a salaried Assistant Manager or Operating Manager during the Class Period and will be calculated according to the following formula:

First, to arrive at the Net Settlement Amount, the Qualified Settlement Administrator shall reduce the Gross Settlement Amount of \$47,500,000 by deducting any court-approved (a) attorneys’ fees, costs and expenses of litigation, (b) the enhanced payments for Plaintiffs, (c) all fees to be paid to the Qualified Settlement Administrator, and (d) \$5,000 to be paid to the California Labor and Workforce Development Agency. The remaining funds will be the Net Settlement Amount.

Second, the Qualified Settlement Administrator will divide the Net Settlement Amount by the total number of Work Weeks worked by all Class Members during the Claims Period. The Individual Settlement Amount for each Class Member who files a timely and proper Claim Form will then be calculated by multiplying this amount by the number of Work Weeks worked in the position of salaried Assistant Manager or Operating Manager by the Class Member from April 3, 1996 through June 16, 2006. In the event the sum of all Individual Settlement Amounts is less than 65% of the Net Settlement Amount, the amount to be paid per Work Week shall be recalculated by dividing 65% of the Net Settlement Amount by the number of Work Weeks worked in the position of salaried Assistant Manager or Operating Manager by the Class Member during the Claims Period.

Assuming that the Court approves all of the requested payments to the attorneys and Plaintiffs, and the costs of the Notice and claim administration are no more than approximately \$92,700, then the minimum amount you should expect to receive from the settlement would be approximately \$175 for every Work Week between April 3, 1996 and June 16, 2006 (less any applicable taxes).

Each Class Member who submits a valid Claim Form postmarked on or before July 20, 2009, will be entitled to receive his or her share of the settlement, determined in the manner described above. Twenty-five percent (25%) of the amount of each Class Member’s Individual Settlement Amount represents unpaid wages and shall be reduced by deduction of all applicable state or federal withholding taxes or any other applicable payroll taxes or other deductions required by law. Twenty-five percent (25%) of the amount of each Class Member’s Individual Settlement Amount represents settlement of claims for penalties and punitive damages; and fifty percent (50%) of each Class Member’s Individual Settlement Amount shall be deemed payment in settlement of claims for interest. For the penalties/punitive damages and interest portions of the Individual Settlement Amount, the Class Member will be issued a Form 1099, and will be solely responsible for paying any taxes owed on these amounts.

HOW TO SUBMIT A CLAIM FORM

You have to decide whether to participate in the settlement or to object to the proposed settlement, and you have to decide this now.

15. How can I receive my portion of the settlement?

A Claim Form is attached to this Notice of Preliminary Approval of Settlement and Final Approval Hearing. If you want to participate in this settlement, you must fill out and return this Claim Form to the Qualified Settlement Administrator postmarked no later than July 20, 2009. You should read the instructions on the Claim Form carefully, make sure the information on it is correct, provide any requested information, and mail it to the address provided on the Claim Form so it is postmarked no later than July 20, 2009. If you do not send it in on time, then your claim may be denied. **We strongly urge Class Members to both send Claim Forms via certified or registered mail (or via overnight delivery) and retain the original receipt provided by the mail or overnight delivery carrier. If the Qualified Settlement Administrator does not receive your Claim Form, or receive it on time, then you will need to provide the original receipt of mailing in order to prove that you filed your claim and that you filed it on time.**

Only Class Members who submit timely and proper Claim Forms will be eligible to receive an Individual Settlement Amount. The Class Member must submit an original Claim Form, signed under penalty of perjury, and provide the last four digits of his or her Social Security Number and all other information requested on the Claim Form. No Claim Form will be honored if postmarked later than July 20, 2009.

The only proof that you mailed your Claim Form on time shall be (1) an original receipt from the United States Postal Service showing it was mailed on time by certified or registered mail; (2) an original receipt from a commercial carrier (such as UPS) showing it was sent on time; or (3) an original date stamp by the Qualified Settlement Administrator showing it was actually received on time. The attorneys for Plaintiffs and Defendants will try to resolve informally any dispute regarding whether a Claim Form was submitted on time. If they cannot resolve the dispute informally, they shall submit the matter to the Qualified Settlement Administrator for resolution. The Qualified Settlement Administrator will consider the materials submitted by the Class Member and determine whether the Claim Form was timely based on the materials submitted by the Class Member and the Qualified Settlement Administrator's records. The Qualified Settlement Administrator's decision will be final and not subject to any appeal.

If this Notice was sent to you at your current address, you do not have to do anything further to receive any further notices concerning this case. If this Notice was forwarded by the Postal Service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address, then you should immediately send a letter to the Qualified Settlement Administrator stating your name and past and current addresses.

The Qualified Settlement Administrator's address is:

Dahlin, et al. v. Sav-on Drug Stores, Inc., et al. Administrator
c/o Rosenthal & Company LLC
75 Rowland Way, Suite 250
Novato, CA 94945
Tel. 1-800-207-0343

or

Dahlin, et al. v. Sav-on Drug Stores, Inc., et al. Administrator
c/o Rosenthal & Company LLC
P.O. Box 6177
Novato, CA 94948-6177
Tel. 1-800-207-0343

If you lose, misplace or need another Claim Form, you should contact the Qualified Settlement Administrator immediately for a replacement. You are responsible to maintain a photocopy of your fully completed Claim Form and the original record showing proof of timely mailing.

16. If the settlement is approved, when will I receive my share of the settlement amount and how much will my share be?

The Court has scheduled a Settlement Approval Hearing on August 19, 2009 at 9:00 a.m. in Department 324 of the Superior Court for the State of California for the County of Los Angeles, 600 S. Commonwealth Avenue, Los Angeles, California 90005, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to Class Members; and (2) whether the applications for the Named Plaintiffs' Incentive Awards, attorneys' fees and costs should be approved. If the Court approves the settlement, an order granting final approval will be entered. It is neither required nor necessary that you attend the Settlement Approval Hearing.

Once the order granting final approval is signed by the Court, and if there is no appeal of the Court's order, then checks will be mailed out to the Class Members within approximately 65 days. If an appeal is filed then distributions will be delayed until after final resolution of any appeals.

17. What happens if I do nothing at all?

By doing nothing you will lose any right you have to participate in the settlement. You will also lose your right to object. In addition, you will be deemed to have waived any right you might have had to sue Defendants as part of any lawsuit about the legal claims that are the subject of this lawsuit. This means that if you do nothing, you may only be able to sue for claims as alleged in this Litigation that occurred *before* April 3, 1996 or *after* June 16, 2006. You will also be legally bound by all of the Orders the Court and judgments the Court makes in this class action. For further information you can speak with the attorneys in this case listed in Question 20.

OBJECTING TO THE SETTLEMENT

18. Why would I ask to object?

If you think that the proposed settlement is unfair, inadequate or unreasonable, you can object to the proposed settlement and you can also submit a Claim Form. If you object and do not also timely submit a valid Claim Form, and if the Court approves the proposed settlement, then you will not receive a share of the settlement money, and you will be bound by the terms of the Release set forth in paragraph 5.6 of the Stipulation of Settlement.

19. How do I ask the Court to object?

If you want to object to the settlement, any part of the settlement, the amount of attorneys' fees, costs and expenses claimed by Class Counsel, or the Incentive Awards for the Plaintiffs, you must send the Court a notice of intention to appear, along with any papers for the Court to consider, and you must mail or personally deliver copies of those papers to the attorneys listed below no later than July 20, 2009.

All objections should be sent to the Clerk of Court at:

Superior Court for the State of California
County of Los Angeles
Department 324
600 S. Commonwealth Avenue
Los Angeles, CA 90005

Copies of all documents filed with the Clerk of Court must be sent to the following:

Class/Plaintiffs' Counsel:

Matthew Righetti
Righetti Law Firm, P.C.
456 Montgomery Street, Suite 1400
San Francisco, CA 94104

Edward J. Wynne
Wynne Law Firm
100 Drakes Landing Road, Suite 275
Greenbrae, CA 94904

Paul R. Fine
Scott A. Brooks
Daniels, Fine, Israel, Schonbuch & Lebovits, LLP
1801 Century Park East, Ninth Floor
Los Angeles, CA 90067

Defendants' Counsel:

W. Randolph Teslik, P.C.
Akin Gump Strauss Hauer & Feld LLP
1333 New Hampshire Ave., N.W.
Washington, D.C. 20036

If you object in the manner provided above, then you or your attorney may appear at the Final Approval Hearing, currently set for August 19, 2009 at 9:00 a.m. at the Superior Court for the State of California, County of Los Angeles, Department 324, 600 South Commonwealth Avenue, Los Angeles, California 90005, to present any arguments concerning the fairness, reasonableness and adequacy of the settlement, or to the Plaintiffs' application for the Plaintiffs' Incentive Awards or the award of attorneys' fees, costs and expenses. However, if you do not object in the manner provided above, your objection will be considered waived and you will not be able to make any other or later objection to the fairness, reasonableness or adequacy of the proposed settlement, or any award of attorneys' fees, costs and expenses.

If you intend to object to the settlement, but wish to receive your share of the settlement, you must also timely file your Claim Form as stated above. If the Court approves the settlement despite any objections, and you do not have a timely Claim Form on file, you will not receive any settlement proceeds.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

The Court has appointed the law firms of:

Matthew Righetti
Righetti Law Firm, P.C.
456 Montgomery Street, Suite 1400
San Francisco, CA 94104
Tel: 1-800-447-5549
Email: matt@righettilaw.com

Edward J. Wynne
Wynne Law Firm
100 Drakes Landing Road, Suite 275
Greenbrae, CA 94904
Tel: 1-877-352-6400
Email: ewynne@wynnelawfirm.com

Paul R. Fine
Scott A. Brooks
Daniels, Fine, Israel, Schonbuch & Lebovits, LLP
1801 Century Park East, Ninth Floor
Los Angeles, CA 90067
Tel: (310) 556-7900
Email: fine@dfis-law.com; brooks@dfis-law.com

Ian Herzog
Law Offices of Ian Herzog
233 Wilshire Blvd., Suite 550
Santa Monica, CA 90405
Tel: (310) 458-6660
Fax: (310) 458-9065

Stephen Glick
Law Offices of Stephen Glick
1055 Wilshire Blvd., Suite 1480
Los Angeles, CA 90017
Tel: (213) 387-3400
Fax: (213) 387-7872

as "Class Counsel." They are experienced in handling similar cases against other employers.

21. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may do so at your own expense. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

22. How will the lawyers be paid?

As part of the proposed settlement, Class Counsel will be entitled to ask the Court for fees and expenses up to the amount of 40% of the total settlement (\$19,000,000) to compensate them for the time and expenses they have spent working on the case for the past nine years. You will not have to pay these fees and expenses separately. If the Court grants Class Counsels' request, the fees and expenses will be deducted from the money obtained for the Class.

GETTING MORE INFORMATION

23. Are more details available?

You can view any of the documents on file with the Court in this lawsuit, including the Complaint and the Court's Order certifying the Class at the Office of the County Clerk, 600 S. Commonwealth Avenue, Los Angeles, California 90005, from 9:00 a.m. to 4:30 p.m., Monday through Friday. You will need to ask the Clerk to view the file for the lawsuit *Dahlin v. Sav-on Drug Stores, Inc.*, Case No. BC227551. You may also view information about the case and the settlement at www.righettilaw.com, or you can contact one of the lawyers by calling or writing them at the telephone numbers and addresses listed under Question 20.