

Settlement Agreement And Release

Subject to Court approval, Plaintiffs Theresa Charrette, Dorothy Riley, Peter Harriman, and Deborah Lincoln (“Named Plaintiffs”), individually, and on behalf of a class of other persons, and Defendant Shaw’s Supermarkets (“Defendant”) have entered into this Settlement Agreement and Release (“Settlement Agreement”) to settle all issues between them. The signatories to this Settlement Agreement are jointly referred to as the “Parties.” The interpretation of this Settlement Agreement will be governed by the statutes and common law of Maine, excluding any that mandate the use of another jurisdiction’s laws.

Background Facts

In *Lorraine Scamman, et al. v. Shaw’s Supermarkets, Inc.*, State of Maine Business and Consumer Docket, Case No. BCD-CV-2018-09, Shaw’s Supermarkets associates based in Maine whose employment was terminated as part of the layoff on about November 2, 2012 (“Settlement Class”) have raised individual and class claims of alleged disparate impact and disparate treatment age discrimination on behalf of themselves and others (“the Action”).

Named Plaintiffs and Defendant have litigated this Action by participating in extensive motion practice and discovery and by mediating the matter with the assistance of expert mediator Mark Irvings who has a national reputation as an outstanding mediator in class and collective actions and employment disputes.

Plaintiffs’ Counsel have investigated the facts relating to the claims alleged in this Action and have concluded that (1) numerous disputed issues of fact and law

relate to the claims asserted in this Action, (2) substantial expense and time will be necessary to prosecute this Action through trial; (3) further prosecution of this Action will unavoidably create substantial risks, uncertainty, and costs; (4) the relative benefits conferred upon the Settlement Class Members under this Settlement Agreement are substantial; (5) and thus the Settlement on the terms set forth in this Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members.

Defendant denies Plaintiffs' allegations, and further denies any wrongdoing, or legal liability, arising from any facts or conduct alleged in the Action, but has concluded further litigation would be protracted, expensive, and would divert management and employee time and attention, there are uncertainties and risks inherent in the Action, and it is appropriate to fully and finally settle the Action in the manner, and upon the terms, set forth in this Settlement Agreement, so long as neither this Settlement Agreement, nor any document referred to or contemplated in this Settlement Agreement, nor any action taken to carry out this Settlement Agreement, may be construed as, or may be used as, an admission, concession, or indication by, or against, Defendant, of any fault, wrongdoing, or liability of any kind, and the Settlement Agreement will not be disclosed, referred to, or offered into evidence against Defendant in any further proceeding in this Action, or in any other civil, criminal, or administrative action or proceeding, except for purposes of approving, interpreting, or enforcing the Settlement.

NOW THEREFORE, IT IS HEREBY AGREED, by the Parties, subject to the approval of the Court, that the Action is settled under the following terms and conditions:

Definitions

Wherever used in this Settlement Agreement, and in all of its exhibits, the terms set forth below will have the following meanings:

1. The “Settlement Class” or “Settlement Class Members” means: Named Plaintiffs and all persons employed by Defendant Shaw's as associates based in Maine whose employment was terminated as part of the layoff on or about November 2, 2012. The total number of Settlement Class Members is about 58.

2. “Named Plaintiffs” means Theresa Charrette, Dorothy Riley, Peter Harriman, and Deborah Lincoln.

3. “Plaintiffs’ Counsel” means Jeffrey Neil Young, David G. Webbert, Carol J. Garvan, and Max Brooks of Johnson, Webbert & Young, LLP.

4. “Complaint” means the operative complaint filed in this Action.

5. “Court” means the State of Maine Business and Consumer Court.

6. “Final Approval Order” means the Court’s Order Granting Final Approval of Class Action Settlement.

7. “Final Approval Hearing” means the hearing set by the Court at which it will consider the Settlement, arguments, and evidence that may be presented by the proponents of the Settlement, and arguments and evidence that may be presented by any objectors to the Settlement.

8. “Qualified Settlement Fund” means a settlement fund in the gross settlement amount of One Million Four Hundred Fifty Thousand Dollars and 00/100 Cents (\$1,450,000.00), which is the amount of funds Defendant will pay to be available in Settlement for: (1) payment to Settlement Class Members, including any Service Award for the Class Representatives, (2) payment to Class Counsel for attorneys’ fees, expenses, and costs, and (3) payment for settlement administration costs. In addition to the \$1,450,000.000, the Qualified Settlement Fund will also include an additional amount estimated by the Settlement Administrator needed to cover the employer share of employment taxes (but not income taxes) related to the Settlement Awards allocated to W-2 wages and Defendant will be responsible for funding all such estimated employment taxes (but not income taxes). The parties stipulate and agree that this Qualified Settlement Fund (1) will be established by order of and approved by the Court and will be subject to the continuing jurisdiction of the Court; (2) is established to resolve contested claims that have resulted from an event that has occurred and that has given rise to claims asserting liability arising out of an alleged violation of law; (3) is a trust under applicable state law and its assets will be otherwise segregated from other assets of the Defendant and related persons; and (4) qualifies as and will be treated as a qualified settlement fund for federal tax purposes in compliance with Internal Revenue Code Section 468B and 26 CFR (Treas. Regs.) §§ 1.468B-1 to 1.468B-5.

9. “Net Settlement Fund” means the amount available for payments to Settlement Class Members from the Qualified Settlement Fund, after deducting all

attorneys' fees, costs, expenses; Service Awards; and Settlement Administrator costs.

10. "Settlement" means the parties' resolution of the matter as to the Settlement Class Members.

11. "Released Person(s)" means Defendant, all current and former parents, subsidiaries, related companies, partnerships, joint ventures, or other affiliates, and, with respect to each of them, their predecessors and successors, and, with respect to each such entity, all of its past, present, and future employees, officers, directors, members, stockholders, owners, representatives, assigns, attorneys, agents, insurers, and any other persons acting by, through, under, or in concert with, any of these persons or entities, and their successors.

12. "Plan of Allocation" means the formula for calculating each Located Settlement Class Members' Settlement Award from the Net Settlement Fund. Each Settlement Class Member will be allocated an equal amount of the Net Settlement Fund.

13. "Located Settlement Class Member" means each Settlement Class Member for whom the Administrator verifies a current mailing address.

14. "Opt-out" means a Settlement Class Member who, in accordance with this Settlement Agreement, excludes himself from the Settlement Class and the Settlement, and does not subsequently, in accordance with this Settlement Agreement, rescind that exclusion.

15. "Released Claims" means any and all claims, rights, demands,

liabilities, and causes of action of every nature and description, whether known or unknown, arising on, or before, the date of the execution of this Settlement Agreement (the “Release Period”), that were, or could have been, raised in the Action relating to age discrimination, including any claims for back pay, front pay, compensatory damages, punitive damages, attorneys’ fees, costs, expenses, interest, Settlement Administrator costs, and Service Awards, and any other monetary claims related to age discrimination, including any claims arising under the Maine Human Rights Act, the Age Discrimination in Employment Act, state, municipal, local, or common laws, rules, and regulations.

16. “Settlement Administrator” means, subject to approval by the Court, Simpluris, Inc.

17. “Settlement Award” means the gross payment a Located Settlement Class Member is entitled to under this Settlement Agreement.

18. “Notice of Settlement” means the form that, subject to Court approval, will be provided based on the terms of this Settlement Agreement to each Settlement Class Member to explain the Settlement process. The Notice of Settlement will include a summary of the Action, a summary of the Settlement terms, including the release, an estimate of each Settlement Class Member’s payment under the Settlement (calculated as if all Settlement Class Members will be receiving payment), a description of how the member may opt out of or object to the Settlement, and contact information for the Settlement Administrator and Plaintiffs’ counsel.

19. “Effective Date” means the date of the issuance of the Court’s Final Approval Order.

No Admission of Liability by Defendant

20. Defendant denies liability or wrongdoing of any kind associated with the claims alleged in the Action. Thus, this Settlement Agreement is a compromise and will not be construed as an admission of liability, culpability, wrongdoing, or negligence by Defendant or the Released Parties, for any purpose, and under any circumstance. Defendant has not conceded any claims or defenses that were, or could have been, raised in the Action. The Parties negotiated and reached a settlement to avoid further disputes and litigation and the attendant inconvenience and expense. The Settlement Class and Defendant expressly agree to undertake risks that intervening developments in the law may materially strengthen, or weaken, their respective claims and defenses in the Action, and they have agreed to resolve the Action despite such risks. This Settlement Agreement, as well as the negotiations that occurred in connection with its creation, will not constitute evidence regarding any issue, or dispute, in any lawsuit, legal proceeding, or administrative proceeding, except for legal proceedings concerning the approval, enforcement, or interpretation of this Settlement Agreement.

Class Certification

21. For purposes of the Settlement only, Defendant consents to certification under Maine Rule of Civil Procedure 23 of a class comprised of Settlement Class Members. The Parties agree certification for settlement purposes

is not an admission by Defendant that Rule 23 class certification would be proper without the Settlement. For purposes of settling this lawsuit, the Parties stipulate and agree the requisites for establishing class certification for the Settlement Class Members have been, and are, met. If this Settlement Agreement, and the Settlement it memorializes, are not finally approved by the Court, or if any appeal materially changes the terms of this Settlement Agreement, then Defendant's consent to certify a class may be withdrawn at Defendant's option.

22. For purposes of the Settlement only, Defendant similarly consents to Named Plaintiffs serving as class representatives and Plaintiffs' Counsel serving as class counsel.

The Qualified Settlement Fund

23. Subject to Court approval and the terms of this Settlement Agreement, in consideration for the release of claims and other stated consideration, Defendant will pay into the Qualified Settlement Fund a gross amount of \$1,450,000, plus an additional amount to cover the estimated employer share of payroll taxes for W-2 wages as estimated by the Settlement Administrator.

24. Monies will be returned from the Global Settlement Fund to Defendant only as follows: If, after final calculation of the employer's share of wage-related payroll taxes for all Located Settlement Class Members, it is determined the estimated amount of such payroll taxes paid by Defendant was higher than the actual amount owed by them, the amount Defendant overpaid into the Global Settlement Fund will be returned to Defendant.

25. If one or more Located Settlement Class Members fail(s) to negotiate a payment within ninety (90) days of issuance, all such uncashed payments will be paid to Maine Equal Justice Partners as a cy pres beneficiary, although the Release and Settlement Agreement will remain binding on all of the parties, including all members of the Settlement Class.

Payment To Settlement Class Members

26. Subject to Court approval, Named Plaintiffs and the estate of former Named Plaintiff Lorraine Scamman will receive an aggregate award not to exceed \$60,000.00 for their services as class representatives in the Action (“Service Awards”). The Service Awards will be in addition to the share to which the Named Plaintiffs are otherwise entitled as Settlement Class Members, and will be payable from the Qualified Settlement Fund. Defendant will not oppose or object to the requested Service Awards.

27. Subject to Court approval, each Located Settlement Class Member, who is not an Opt-out, will receive a payment from the Net Settlement Fund according to the Plan of Allocation as defined above. Defendant will not oppose or object to the proposed Plan of Allocation.

28. For tax purposes, each Located Settlement Class Member’s Settlement Award payment will be allocated as follows: (a) 33 1/3% of the Settlement Award will constitute as taxable wage income paid under IRS Form W-2 and will be subject to ordinary payroll withholdings under federal and state law; and (b) 66 2/3% of the

Settlement Award will constitute taxable non-wage income paid under IRS Form 1099.

29. Defendant will make all required employer contributions for all portions of the Settlement Awards paid as wages under IRS Form W-2, including by making estimated payments to the Qualified Settlement Fund, and will be responsible for the employer portion of any payroll taxes attributable to Settlement Agreement payments. The Settlement Class Members will be responsible for any tax liability arising from the allocation of the Qualified Settlement Fund as attorneys' fees, costs, and expenses, Service Awards, taxable wage income, and taxable non-wage income. Settlement Class Members indemnify and hold Defendant harmless from all of their respective tax obligations, (excluding any employer's share of F.I.C.A. deemed owed), penalties and attorneys' fees (including fees incurred in enforcing this provision), which arise from Defendant's agreement not to withhold state or federal income tax on certain sums paid in conjunction with this Agreement or arise from Settlement Claim Members' failure to pay their tax obligations in full.

30. Payments to Settlement Class Members must be issued by the Settlement Administrator, by way of negotiable instrument, from the Net Global Settlement Fund within the time provided by Paragraph 50 below.

Attorneys' Fees, Costs, And Expenses

31. Defendant will not object to Plaintiffs' Counsel seeking an order from the Court directing payments to Plaintiffs' Counsel from the Global Settlement

Fund for: (a) attorneys' fees in the amount of 33 1/3% of the Global Settlement Fund; and (b) reimbursement for reasonable costs and expenses actually expended (or reasonably expected to be actually expended before the case is completed) by, or on behalf of, the Settlement Class including the cost of Settlement Administration. Any attorneys' fees, costs, and expenses approved by the Court will be paid from the Qualified Settlement Fund. Any amounts not approved will be re-allocated and paid to the Settlement Class Members by inclusion in the Net Settlement Fund for purposes of the Plan of Allocation.

32. Payment to Plaintiffs' counsel, as provided in the immediately preceding paragraph, must be issued, by the Settlement Administrator, from the Qualified Settlement Fund, within three business days of a written request from Plaintiff's counsel but not sooner than twenty-one (21) days after the Effective Date.

Release

33. Upon the Effective Date, each and every Settlement Class Member, other than Opt-outs, will be deemed to, and will actually have, released and discharged all Released Parties for all Released Claims. This release will remain binding on all Settlement Class Members, other than Opt-outs, regardless of whether they have negotiated any payment under this Settlement Agreement, or have been located by the Settlement Administrator.

34. Each Settlement Class Member will be deemed to, and will actually have, knowingly and voluntarily, waived, released, discharged, and dismissed the Released Claims, with full knowledge of any and all rights they may have, and

thereby assume the risk of any mistake in fact, or with regard to any facts that are now unknown to them.

35. The signatories to this Settlement Agreement represent they are fully authorized to enter into, and bind, the Parties to the terms and conditions of this Settlement Agreement.

Settlement Administration

36. Plaintiffs' Counsel have the responsibility to designate the Settlement Administrator, and have designated Simpluris, Inc. The Settlement Administrator's fees and expenses will be paid from the Qualified Settlement Fund.

37. Within seven (7) business days after the Court's preliminary review and Order directing that notice of the proposed Settlement Agreement be issued to the Settlement Class Members, the Parties will provide to the Settlement Administrator, and each other, the name, last known U.S. mail and email addresses, and Social Security number for each Settlement Class Member. The Settlement Administrator will then compare the provided address to information available through the U.S. Postal Service, or a similar database, to determine if there is a more recent U.S. mail address for each Settlement Class Member.

38. Within twenty (20) days after the Court orders that notice of this proposed Settlement Agreement be issued to the Settlement Class Members, the Settlement Administrator will send to each Settlement Class Member, by first-class U.S. mail, addressed to the most recent address as determined by the process described in the preceding paragraph, postage prepaid, a Notice of Settlement. To

the extent e-mail notice is sent as part of the process of determining a current U.S. mail address, such e-mail notice will not provide an estimated payment to the Settlement Class Member under the Settlement, but instead, will direct the Settlement Class Member to contact the Settlement Administrator for additional information. This process will utilize appropriate security protocol to allow the Settlement Administrator to confirm the identity of the Settlement Class Members.

39. If any mailing directed at Settlement Class Members is returned by the U.S. Postal Service as undeliverable within thirty (30) days of mailing, then, within ten (10) days of such receipt, the Settlement Administrator will reasonably utilize any additional, up-to-date practice to locate a current U.S. mail address for those Settlement Class Members. The Settlement Administrator will then send to Settlement Class Members, at the subsequently determined address, a Notice of Settlement, providing notice that any opt-outs must be post-marked within the later of either forty-five (45) days after the date of the original mailing of the notice or fifteen (15) days after the date of the follow-up mailing

40. If, despite the required effort(s), the Settlement Administrator is unable to locate an accurate current U.S. mail address for a Settlement Class Member within sixty (60) days of the Court's order directing that notice of the proposed Settlement Agreement be issued to the Settlement Class Members, such Settlement Class Member will not be considered when apportioning the Net Global Settlement Fund, and the formula for determining the other members' entitlement to their portions of the Net Global Settlement Fund will be applied as if the

Settlement Class Member who could not be found is not a Settlement Class Member, although such Settlement Class Member(s) will remain bound by the Settlement Agreement and its release provisions. In this way, it is intended that the entirety of the Qualified Settlement Fund be distributed and not returned to Defendant. If one or more located Settlement Class members fails to negotiate a payment within 90 days of issuance, all such uncashed payments will be paid to Maine Equal Justice Partners as a cy pres beneficiary, although the Release and Settlement Agreement will remain binding on all of the parties, including all members of the Settlement Class.

Opt-Out Procedures And Settlement Class Member Objections

41. As they will be instructed in the Notice of Settlement, Settlement Class Members will submit written objection(s) to, or a written request for exclusion from, the Settlement to be post-marked no later than forty-five (45) days from the mailing of the Notice of Settlement.

42. To be valid, any request for exclusion must be timely mailed to the Settlement Administrator, and must include: a reference to this case by case name or case number (Case No. BCD-CV-2018-09); a statement to the effect that he or she wants to be excluded from the Settlement; his or her name; and current address.

43. To be valid, any written objection(s) to the Settlement must be mailed in a timely manner to the Settlement Administrator, and must include: a reference to this case by case name or case number (Case No. 2:14-cv-000192); a statement to the effect that he or she objects to the Settlement; the basis (or bases) for the

objection(s); his or her name; current address; and whether they intend to appear at the Final Approval Hearing. Oral objections will be allowed at the Final Approval Hearing even if the objector did not make a valid written objection.

44. The Settlement Administrator will provide copies of all received requests to opt-out, and of all objections, to counsel for both parties, no later than seven (7) days after they are received. Plaintiffs' Counsel will be responsible for proposing and submitting the necessary report to the Court regarding Opt-outs, objections, and requests to appear at the Final Approval Hearing.

45. Any Settlement Class Member who wishes to rescind a properly submitted request for exclusion will be instructed in the Notice of Settlement of the right and process for rescission.

46. If ten (10) or more of the Settlement Class Members opt out without rescinding, Defendant will have the unilateral right to rescind the Settlement such that: (1) Defendant's obligations under the Settlement will cease to have any force and effect; (2) the Settlement Agreement will be vacated, null, void, and canceled; (3) the parties will return to the *status quo ante* as if they had not entered into a settlement; (4) the Settlement, and all negotiations and agreements and proceedings related to the Settlement, will be without prejudice to the rights of the parties; and (5) evidence of the Settlement, negotiations, and proceedings will be inadmissible and not discoverable.

Final Approval

47. The parties will cooperate, and take all necessary steps, to effectuate final judicial approval of their intended settlement. More specifically, Defendant agrees to provide the Settlement Administrator and Plaintiffs' counsel all information appropriate to confirm the fairness of this settlement and the distribution of settlement amounts among members of the Settlement Class. Such information includes, but is not limited to, full contact information (including email address if known), social security number, dates of employment, job titles, and compensation data.

48. Before the Final Approval Hearing, counsel for Plaintiffs' Counsel will prepare, and Defendant's Counsel will review and approve, a joint motion for final approval of the Settlement. The joint motion for approval of the Settlement will request the following:

- a. An Order Granting Final Approval to the Settlement, concluding the terms of the Settlement to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. An Order approving Class Counsel's fees, costs, and expenses;
- c. An Order approving Service Awards to the Class Representatives;
- d. An Order approving payment for services by the Settlement Administrator;
- e. An Order dismissing the Action on the merits, with prejudice, in accordance with the terms of this Settlement Agreement;
- f. An Order declaring all Settlement Class Members (except those who affirmatively opt-out per the Settlement Agreement) are

bound by the release of claims described in this Settlement Agreement; and

- g. An Order reserving jurisdiction over the construction, interpretation, implementation, and enforcement of the Settlement, and over the administration and distribution of payments under the Settlement.

Distribution Of Settlement Payments

49. Within five (5) days after the issuance of the Court's Final Approval Order, Defendant must deposit all amounts due into the Qualified Settlement Fund maintained by the Settlement Administrator.

50. Within twenty-one (21) days after the issuance of the Court's Final Approval Order, the Settlement Administrator must issue all payments due to Settlement Class Members under this Settlement Agreement by negotiable instrument, along with the appropriate (a) W-2, (b) W-9, and (c) 1099 Forms.

Public Comment

51. The Parties, on behalf of themselves and their counsel, agree not to publicize, including, but not limited to, issuing press releases, the settlement to a third party but will retain all other rights to discuss the settlement with their clients and, with regard to Settlement Class' counsel, the Settlement Class members, via non-public means, such as U.S. Mail or email. Counsel for the parties also agree that their response to any inquiries from the media about the Action, or the settlement of the Action, will be limited to "we are pleased the matter was resolved to the satisfaction of all parties" or "no comment." However, Settlement Class' counsel may refer publicly to the amount of the settlement, including but not

limited to on their website, so long as they do not identify the Defendant or the specific industry of Defendant.

Notices

52. Unless otherwise specifically provided in this Settlement Agreement, all notices, demands, or other communications given under this Settlement Agreement will be in writing, and will be deemed to have been duly given as of the third business day after mailing by United States mail and by email, addressed as follows:

To the Class Representatives or Settlement Class Members:

Carol J. Garvan
Jeffrey Neil Young
David G. Webbert
Johnson, Webbert & Young, LLP
P.O. Box 79
160 Capitol Street, Suite 3
Augusta, ME 04332
cgarvan@work.law
jyoung@work.law
dwebbert@work.law

To the Defendant:

K. Joshua Scott
Jackson Lewis, P.C.
100 International Drive, Suite 363
Portsmouth, NH 03801
Telephone: (603) 559-2700
Email: kjoshua.scott@jacksonlewis.com
Email: martha.vanoot@jacksonlewis.com

Miscellaneous

53. If the Court unexpectedly rejects the parties' proposed Release and Settlement Agreement, the parties agree to work in good faith to resolve any differences they may have regarding any revised Release and Settlement Agreements to be re-submitted to the Court, and, if the parties are unable to resolve any such differences on their own, the parties further agree to submit all unresolved differences to Mark Irvings for final and binding arbitration for the purpose of resolving all such disputes about the terms and conditions of any revised Release and Settlement Agreement to be re-submitted to the Court.

54. The Parties agree to waive all appeals, and to stipulate to final certification of the Rule 23 claims, but only for purposes of implementing the Settlement.

55. If there is a conflict between this Settlement Agreement and any other document related to the Settlement, the Parties intend for this Settlement Agreement to control.

56. All of the Parties acknowledge they have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Settlement Agreement, and this Settlement Agreement is made with the consent and advice of counsel who have jointly prepared this Settlement Agreement.

57. The Parties agree to use their best, reasonable efforts, and to fully cooperate with each other to implement and effectuate the terms of this Settlement Agreement.

58. This Settlement Agreement may be executed in counterparts, and when signed and delivered by at least one counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one agreement, which will be binding on, and effective as to, all of the Parties.

59. This Settlement Agreement will be binding on, and inure to the benefit of, the successors of each of the Parties, including each Settlement Class Member who does not opt out of the Settlement.

60. The Parties believe this is a fair, reasonable, and adequate Settlement Agreement, and have arrived at this Settlement Agreement after protracted litigation, and through considerable arm's-length negotiations, taking into account all relevant factors, both present and potential.

61. The descriptive headings of any sections of this Settlement Agreement are inserted for convenience or reference only, and do not constitute a part of this Settlement Agreement.

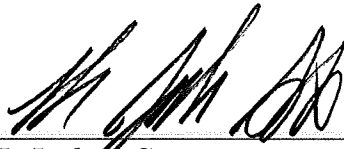
Entire Agreement

62. This Settlement Agreement, entered into by the Named Plaintiffs, for themselves and all the Settlement Class Members, and Defendants, constitutes the entire agreement between the Parties concerning the subject matters addressed in

this Settlement Agreement. No extrinsic, oral, or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

63. Except in writing, and signed by Plaintiffs' Counsel and Defendant's Counsel, this Settlement Agreement and its attachments may not be changed, altered, or modified.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Date: 12/11, 2018 By: 
K. Joshua Scott
Martha Van Oot
Jackson Lewis, P.C.
100 International Drive, Suite 363
Portsmouth, NH 03801
(603) 559-2700
On behalf of Shaw's Supermarkets

Date: _____, 2018 By: _____
Theresa Charrette, Class Representative

Date: _____, 2018 By: _____
Dorothy Riley, Class Representative

Date: _____, 2018 By: _____
Peter Harriman, Class Representative

this Settlement Agreement. No extrinsic, oral, or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

63. Except in writing, and signed by Plaintiffs' Counsel and Defendant's Counsel, this Settlement Agreement and its attachments may not be changed, altered, or modified.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Date: _____, 2018

By: _____

K. Joshua Scott
Martha Van Oot
Jackson Lewis, P.C.
100 International Drive, Suite 363
Portsmouth, NH 03801
(603) 559-2700
On behalf of Shaw's Supermarkets

Date: 12-12, 2018

By: Theresa Charrette
Theresa Charrette, Class Representative

Date: _____, 2018

By: _____
Dorothy Riley, Class Representative

Date: _____, 2018

By: _____
Peter Harriman, Class Representative

this Settlement Agreement. No extrinsic, oral, or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

63. Except in writing, and signed by Plaintiffs' Counsel and Defendant's Counsel, this Settlement Agreement and its attachments may not be changed, altered, or modified.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Date: _____, 2018

By: _____

K. Joshua Scott
Martha Van Oot
Jackson Lewis, P.C.
100 International Drive, Suite 363
Portsmouth, NH 03801
(603) 559-2700
On behalf of Shaw's Supermarkets

Date: _____, 2018

By: _____

Theresa Charrette, Class Representative

Date: 12/12, 2018

By: 

Dorothy Riley, Class Representative

Date: _____, 2018

By: _____

Peter Harriman, Class Representative

this Settlement Agreement. No extrinsic, oral, or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

63. Except in writing, and signed by Plaintiffs' Counsel and Defendant's Counsel, this Settlement Agreement and its attachments may not be changed, altered, or modified.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Date: _____, 2018

By: _____

K. Joshua Scott
Martha Van Oot
Jackson Lewis, P.C.
100 International Drive, Suite 363
Portsmouth, NH 03801
(603) 559-2700
On behalf of Shaw's Supermarkets

Date: _____, 2018

By: _____


Theresa Charrette, Class Representative

Date: _____, 2018

By: _____

Dorothy Riley, Class Representative

Date: 12/13, 2018

By: 

Peter Harriman, Class Representative

Date: 12/30, 2018

By: Deborah Lincoln
Deborah Lincoln, Class Representative

Date: Dec. 12, 2018

By: [Signature]
Jeffrey Neil Young
David G. Webbert
Carol J. Garvan
Max I. Brooks
Johnson, Webbert & Young, LLP
160 Capitol St., Suite 3
Augusta, ME 04332
(207) 623-5110
Plaintiffs' Counsel