

TABLE OF CONTENTS

BARNHART

1

2

3 EXHIBITS . . . . . ii

4 I. INTRODUCTION . . . . . 1

5 II. NON-ADMISSION/NON-DETERMINATION . . . . . 2

6 III. EFFECTIVE DATE AND DURATION OF CONSENT DECREE . . . . . 3

7 IV. SCOPE AND EFFECT OF SETTLEMENT . . . . . 3

8 V. DEFINITIONS . . . . . 6

9 VI. TRAINING AND EVALUATION OF SUPERVISORS . . . . . 7

10 VII. JOB POSTING, SELECTION, AND TRAINING . . . . . 9

11 VIII. ALLOCATION OF HOURS FOR FOOD CLERKS . . . . . 15

12 IX. TRAINING . . . . . 18

13 X. REPORTS AND RECORD KEEPING . . . . . 19

14 XI. EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENTS . . . . . 21

15 XII. CONSENT DECREE COMPLIANCE OFFICER . . . . . 21

16 XIII. NON-DISCRIMINATION/RETALIATION . . . . . 22

17 XIV. RETAINED RIGHTS . . . . . 23

18 XV. ENFORCEMENT OF CONSENT DECREE . . . . . 25

19 XVI. NOTICE OF THE SETTLEMENT . . . . . 26

20 XVII. MONETARY PROVISIONS . . . . . 28

21 XVIII. MISCELLANEOUS PROVISIONS . . . . . 34

22

23

24

25

26

27

28

**EXHIBITS**

1  
2  
3  
4  
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7  
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21  
22  
23  
24  
25  
26  
27  
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1. Job Descriptions  
(Food Clerk, Head Clerk positions, and SMT)
2. Job Opening Form
3. In-Store Retail Application for Posted Job
4. Notice to Full-Time Food Clerks
5. Training Request Form
6. Stipulation and Order Regarding Confidentiality of Reporting Information
7. Reaffirmation Policy
8. Notice of Settlement
9. Newspaper Advertisement
10. Claim Form, Release, and Tax Indemnification Agreement

1 I. INTRODUCTION

2 1. Nature of Actions

3 a. These actions, Barnhart, et al. v. Safeway  
4 Inc., CIV-S-92-803 and Sendle, et al. v. Safeway, Inc.,  
5 CIV-S-93-0175, were commenced as putative class actions on behalf  
6 of Safeway's female employees in its Northern California Division  
7 and allege sex discrimination in violation of Title VII of the  
8 Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e), et  
9 seq. ("Title VII"), and the California Fair Employment and  
10 Housing Act, California Gov't Code § 12940 et seq. (FEHA),  
11 against defendant Safeway Inc. ("Safeway"). In their complaints,  
12 plaintiffs allege that Safeway has discriminated against female  
13 employees by denying them promotions, including promotions to  
14 full time, night shift, work on the retail floor, and management  
15 positions, by denying them additional hours and store, shift and  
16 department assignments, and by denying them equal training  
17 opportunities as males.

18 b. Safeway has denied all of plaintiffs'  
19 allegations and maintained throughout this litigation that it  
20 provides equal employment opportunities for all employees.

21 2. Jurisdiction

22 This Court has jurisdiction over the parties and the  
23 subject matter pursuant to 42 U.S.C. § 2000(e)5(f)(1) and (3),  
24 and 28 U.S.C. § 1367. The Court retains jurisdiction over the  
25 parties and this action for the duration of this Consent Decree,  
26 and for entry of such orders as may be necessary to enforce the  
27 provisions of the Consent Decree. The Complaint states claims

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1 which, if proven, would authorize the Court to grant relief  
2 against Safeway under Title VII and FEHA.

3           3. Purposes of the Decree

4           The plaintiffs and Safeway have concluded, after taking  
5 into account the risks involved in further litigation and the  
6 likelihood that the litigation, if not settled now, will be  
7 protracted, expensive, and possibly detrimental to Safeway's  
8 ongoing business operations, that it would be desirable and in  
9 the parties' best interests to settle these actions in the manner  
10 and upon the terms set forth below.

11           The plaintiffs and Safeway have entered into this  
12 Consent Decree for the following purposes:

13           A. To provide appropriate injunctive and monetary relief  
14 with finality for all class members regarding sex discrimination;  
15 and

16           B. To further promote equal employment opportunity for  
17 female employees, including removal of any barriers to their full  
18 utilization, in Safeway's Northern California Division retail  
19 stores encompassed within the definition of class members.

20           II. NON-ADMISSION/NON-DETERMINATION

21           4. The Court has made no findings concerning  
22 Safeway's alleged violations of Title VII, FEHA, or any other  
23 federal, state, or local law, regulation, order, or rule  
24 prohibiting sex discrimination. Accordingly, this Consent Decree  
25 shall not constitute, and shall not be used in this or any other  
26 case or action as, evidence of any such violation of Title VII,  
27 FEHA, or any other federal, state, or local law, regulation,  
28 order, or rule. If for any reason settlement is not effectuated,

1 no evidence of this stipulation and proposed consent decree shall  
2 be admissible for any purpose in this or any other action.

3           5. By agreeing to and voluntarily entering into this  
4 Consent Decree, there is no admission or concession by the  
5 plaintiffs or Safeway, express or implied, that Safeway has in  
6 any way violated Title VII, FEHA, or any other federal, state, or  
7 local law, regulation, order, or rule. This Consent Decree does  
8 not contain, and will not be interpreted or construed as  
9 containing, any such admission.

10           **III. EFFECTIVE DATE AND DURATION OF CONSENT DECREE**

11           6. Other than the provisions of paragraphs 51-57, the  
12 terms of this Consent Decree will become effective immediately  
13 upon final approval, without modification, by the District Court  
14 (the "Effective Date"). The injunctive provisions of paragraphs  
15 19 through 50 of this Consent Decree will be effective and  
16 binding on the parties for a period of three (3) years  
17 immediately following the Effective Date. This Consent Decree  
18 shall apply to all Class Members defined in paragraph 7 below and  
19 to Safeway, as well as to each of the parties' successors or  
20 assigns.

21           **IV. SCOPE AND EFFECT OF SETTLEMENT**

22           **7. Definition of Settlement Class**

23           For settlement purposes only, the parties have agreed  
24 to stipulate to a class definition. The following individuals  
25 ("Class Members") are included in the settlement class and are  
26 covered by the Consent Decree: all former, present, and future  
27 female employees who are, have been, or will be employed by  
28 Safeway on or after January 9, 1989 in its retail stores located

1 within the State of California and in Safeway's Northern  
2 California Division operating under the Safeway name, but  
3 excluding bakery production employees who are members of the  
4 Bakers' Union, and excluding employees of the Meat and Pharmacy  
5 Departments of such stores.

6 8. Settlement Scope

7 This Consent Decree is intended to and does effectuate  
8 the full, final, and complete resolution of all allegations of  
9 discriminatory, unlawful employment practices because of sex that  
10 were or could have been litigated by or on behalf of plaintiffs  
11 and the class they purport to represent under the discrimination  
12 charges filed by the plaintiffs and under the original and  
13 amended complaints filed herein, including but not limited to all  
14 federal, state, and local claims by all parties, including all  
15 claims for attorney's fees and costs.

16 9. Effect of Decree on Issues

17 a. Release

18 On the Effective Date, named plaintiffs and all  
19 Class Members, both individually and as a class, for themselves,  
20 their attorneys, spouses, executors, representatives, heirs,  
21 successors, and assigns, in consideration of the monetary and  
22 injunctive relief set forth herein, the sufficiency of which  
23 consideration is expressly acknowledged, fully and finally  
24 release and forever discharge Safeway and all other affiliated or  
25 subsidiary companies or divisions except Pak N Sav, and each of  
26 their respective present, former or future officers, directors,  
27 shareholders, agents, employees, representatives, consultants,  
28 attorneys, successors, and assigns and their respective pension,

1 profit-sharing, savings and other employee benefit plans of any  
2 nature, and those plans' respective trustees and administrators  
3 (the "Released Parties") from any and all past and/or present  
4 claim, right, demand, charge, complaint, action, cause of action,  
5 obligation or liability of any and every kind for individual  
6 and/or class injunctive and monetary relief based upon any and  
7 all claims of discrimination because of sex, whether or not  
8 known, arising in any way out of the alleged facts, circumstances  
9 and occurrences underlying those allegations contained in the  
10 original and all amended complaints filed in these actions,  
11 whether such causes of action were or could have been based on  
12 tort; contract, including without limitation, any collective  
13 bargaining agreement; public policy; or any federal, state, or  
14 local law, statute, or administrative regulation, which arose  
15 before the Effective Date and which were raised or could have  
16 been raised in these actions, including, without limitation, any  
17 and all claims for alleged sex discrimination relating to  
18 placement, job assignment, job or department transfer, training,  
19 scheduling, allocation of hours, full-time status, promotion,  
20 retaliation, or to the terms, conditions, or privileges of  
21 employment, and further including, without limitation, any such  
22 claims that any Class Member may have filed or caused to be filed  
23 in any court of law, or before any administrative agency (state,  
24 federal or local), or before any arbitrator or board of  
25 adjustment, prior to the execution of this Agreement (the  
26 "Released Claims"). This Consent Decree releases all class and  
27 individual claims of sex discrimination for both monetary and  
28 injunctive relief, and resolves all claims for attorney's fees

1 and costs. Nothing herein shall be interpreted to release claims  
2 based on workers compensation benefits or disability benefits.

3 b. Unknown Claims

4 Plaintiffs understand and agree that this is a  
5 full and final general release applying not only to all Released  
6 Claims that are currently known, anticipated, or disclosed to  
7 Class Members, but also to all Released Claims that are presently  
8 unknown, unanticipated, and undisclosed to any and all Class  
9 Members. Plaintiffs, for themselves and the Class Members, waive  
10 any and all rights or benefits that Class Members may now have or  
11 may in the future have under the terms of Section 1542 of the  
12 California Civil Code, which provides as follows:

13 A general release does not extend to claims  
14 which the creditor does not know or suspect  
15 to exist in his favor at the time of  
16 executing the release, which if known by him  
17 must have materially affected his settlement  
18 with the debtor.

17 V. DEFINITIONS

18 10. "Collective Bargaining Agreement" refers to the  
19 applicable Agreements by and between United Food and Commercial  
20 Workers Union Locals and Food Employers Council, Inc., which  
21 encompass class members as defined in paragraph 7.

22 11. "Employees" refers to those workers employed under  
23 a Collective Bargaining Agreement with Locals of the United Food  
24 and Commercial Workers Union.

25 12. "Food Clerks" refers to Employees in those  
26 positions as set forth in the applicable Collective Bargaining  
27 Agreements.

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1           13. "Head Clerks" as used in this Decree refers to  
2 Employees in the food departments who hold a head clerk position.

3           14. "SMTs" refers to Employees who are participating  
4 in Safeway's Store Management Training Program.

5           15. "Non-Food Clerks" refers to Employees in those  
6 positions as set forth in the applicable Collective Bargaining  
7 Agreements.

8           16. "Covered positions" refers to Food Clerks, Head  
9 Clerks, and SMTs, as described in paragraphs 12 through 14  
10 inclusive.

11           17. For purposes of the injunctive provisions of  
12 paragraphs 19 through 50, inclusive, the term "Safeway" is  
13 limited to those retail stores operating under the Safeway name,  
14 affiliated with the Safeway Northern California Division, and  
15 located within the State of California. The obligations created  
16 by paragraphs 19 through 50 of this Consent Decree are limited to  
17 those stores.

18           18. "Class Counsel" refers to Saperstein, Mayeda &  
19 Goldstein and its successors.

20           VI. TRAINING AND EVALUATION OF SUPERVISORS

21           19. Safeway will review with all its current store  
22 managers and district managers, and its SMT coordinator, their  
23 responsibilities for ensuring that Safeway is in compliance with  
24 laws against discrimination. The review will include providing  
25 the supervisors listed above in this paragraph a copy of this  
26 Consent Decree, explaining the obligations Safeway has assumed  
27 under the Consent Decree, and advising them that their  
28 performance evaluations will include a section on Employee

1 Development and Affirmative Action, a part of which will include  
2 fulfilling Safeway's obligations under this Consent Decree. The  
3 review will also include a discussion of individual  
4 responsibility for employment-related decisions and of  
5 accomplishments and deficiencies in fulfilling EEO objectives.  
6 Such review will take place within ninety (90) days of the  
7 Effective Date of this Consent Decree, and updating sessions  
8 shall take place annually during the term of this Consent Decree  
9 for new individuals holding the positions outlined in this  
10 paragraph.

11           20. The individual performance reviews of store  
12 managers will include consideration of the fulfillment of their  
13 responsibility in attaining the objectives as set forth in this  
14 Consent Decree. If an individual store manager is not performing  
15 satisfactorily in attaining the objectives of this Consent  
16 Decree, the Division Human Resources Director or his or her  
17 designee will coach and counsel the particular store manager.

18           21. Safeway will provide training for current store  
19 managers during the first year of this Consent Decree. Such  
20 training will include instruction on the importance of  
21 perceptions of fairness, the problems and discriminatory results  
22 of the sex stereotyping of employees, and the use of effective  
23 interviewing skills for selecting and promoting in an objective  
24 and nondiscriminatory manner. New store managers will be given  
25 training in the areas described in this paragraph within a  
26 reasonable period following their promotion.

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1 VII. JOB POSTING, SELECTION, AND TRAINING

2 22. Job Descriptions

3 a. Safeway has compiled job descriptions for the  
4 following positions: Food Clerk, Head Clerk positions and Store  
5 Management Trainee (SMT). A copy of those descriptions is  
6 attached hereto as Exhibit 1. Nothing in those descriptions is  
7 intended to increase or diminish the rights of the parties under  
8 the applicable Collective Bargaining Agreements.

9 b. Copies of the job descriptions will be placed  
10 in a notebook which will be available to all Employees in each  
11 retail store office. Copies will also be posted on the bulletin  
12 board as set forth in paragraph 23 below. The availability of  
13 the notebook containing job descriptions will be mentioned in the  
14 Job Opening Form, attached to this Consent Decree as Exhibit 2.

15 c. Safeway shall have the right to change job  
16 descriptions to meet the legitimate business needs of the  
17 Company. Any such changes, along with a statement setting forth  
18 the reason for the change, shall be submitted to Class Counsel  
19 ten (10) days prior to the change.

20 23. Job Posting

21 a. Posted Positions

22 Beginning no later than thirty (30) days from the  
23 Effective Date of this Consent Decree, Safeway will utilize the  
24 Job Opening Form to announce vacancies in all Food Clerk, Head  
25 Clerk, and SMT positions. For the purposes of this Consent  
26 Decree, "vacancy" is defined as a need to promote or assign an  
27 Employee on an indefinite basis regularly to perform one or more  
28 functions within a store as a substantial element of his or her

1 responsibilities. A "vacancy" does not include an opening filled  
2 by a new hire or by an Employee laterally transferred from  
3 another store, or by the demotion of a person from any management  
4 position to any other position, or an assignment filled or a  
5 function performed by an SMT during the SMT's candidacy or the  
6 SMT's initial placement upon completion of the SMT program. A  
7 "vacancy" does not occur when a short-term or seasonal increase  
8 in business requires additional staffing for any function of less  
9 than ninety (90) days, or when a temporary assignment is made to  
10 fill the position of someone who is on leave of absence in  
11 accordance with the terms of the Collective Bargaining Agreement.  
12 Circumstances under which the Job Opening Form shall be used are  
13 set forth in subparagraphs (b), (c), (d) and (e) hereof.

14           b. Vacancies for Food Clerk Positions

15           Whenever vacancies for Food Clerk positions occur,  
16 the store manager of the store where the vacancy occurs will  
17 prepare a Job Opening Form providing the expected date of the  
18 vacancy, relevant information on expected shifts and expected  
19 hours, and the deadline by which applications must be submitted.  
20 The Job Opening Form will be accompanied by the applicable job  
21 description and copies of the In-Store Retail Application for  
22 Posted Job, a copy of which is attached to this Consent Decree as  
23 Exhibit 3. The store manager will post the Job Opening Form on a  
24 bulletin board customarily utilized for Employee notices for a  
25 minimum period of five (5) days prior to the listed application  
26 deadline. Food Clerk positions may be filled by new hires  
27 provided that the posting procedure required by this subparagraph  
28 is also followed.

1                   c.   Vacancies for Head Clerk Positions

2                   Vacancies for Head Clerk positions will be posted  
3 at each store in the geographic seniority area for the UFCW Local  
4 for the store in which the vacancy occurs by means of a Job  
5 Opening Form providing the expected date of the vacancy, relevant  
6 information on expected shifts, expected hours, and the deadline  
7 by which applications must be submitted. The Job Opening Form  
8 will be accompanied by the applicable job description and copies  
9 of the In-Store Retail Application for Posted Job. The store  
10 managers for the stores in the Local's geographic seniority area  
11 will post the Job Opening Form on a board customarily utilized  
12 for Employee notices for a minimum period of five (5) days prior  
13 to the listed application deadline.

14                   d.   Vacancies for SMT Positions

15                   Vacancies for SMT positions will be posted at each  
16 store in the district in which the vacancy occurs by means of a  
17 Job Opening Form providing the expected date of the vacancy,  
18 relevant information on expected shifts, expected hours, and the  
19 deadline by which applications must be submitted. The Job  
20 Opening Form will be accompanied by the applicable job  
21 description and copies of the In-Store Retail Application for  
22 Posted Job. The store managers for the stores in the district  
23 will post the Job Opening Form on a board customarily utilized  
24 for Employee notices for a minimum period of five (5) days prior  
25 to the listed application deadline.

26                   e.   Temporary Assignments

27                   In the event that vacancies arise in the positions  
28 described in subparagraphs (c) and (d) unexpectedly and with less

1 than 10 days notice prior to the time the position becomes  
2 vacant, Safeway may make temporary arrangements to perform the  
3 functions and duties pending completion of the posting and  
4 selection process described herein. Temporary assignments as  
5 described in this subparagraph shall not exceed thirty (30) days  
6 and shall be made by Safeway considering not only the expressed  
7 interests of Employees according to their most recent Performance  
8 Appraisal or any other source, but also the economical and  
9 efficient operation of the business and the requirements and  
10 limitations of the Collective Bargaining Agreement.

11           24. Selection

12                   a. Timely Application

13                   All Employees who wish to be considered shall  
14 timely submit a completed In-Store Retail Application for Posted  
15 Job to their store manager or district manager. In addition,  
16 Employees who wish to be considered for a Head Clerk or SMT  
17 position shall timely submit a resume.

18                   b. Eligible Employees

19                   Employees are eligible for positions posted  
20 pursuant to paragraph 23 only if they possess the minimum prior  
21 experience set forth in the job description.

22                   To be eligible for consideration for a posted Food  
23 Clerk position pursuant to 23(b), in addition to meeting the  
24 eligibility requirements set forth in the preceding sentence,  
25 Non-Food Clerks must have been in their current position for at  
26 least 12 months and have submitted a timely bid for promotion  
27 pursuant to the applicable Collective Bargaining Agreement. Non-  
28 Food Clerks selected for a Food Clerk position shall suffer no

1 loss of seniority or hourly rate of pay as a result of their  
2 selection.

3 c. General Selection Standards

4 All eligible Employees who make timely and  
5 complete written application for a position posted pursuant to  
6 paragraph 23 will be fairly considered for these positions based  
7 upon their qualifications and ability. Selecting officials will  
8 review each applicant's most recent job performance review. The  
9 three most senior, reasonably qualified applicants will be given  
10 first consideration for posted positions. Where qualifications  
11 and ability are approximately equal, seniority shall be  
12 controlling.

13 d. Outside Hires

14 Nothing contained herein shall prevent Safeway  
15 from hiring an individual, i.e., a new employee, to fill any  
16 vacancy for any position, provided that the posting procedure of  
17 paragraph 23(b) is also followed with respect to Food Clerk  
18 positions.

19 e. Affirmative Action Goals

20 Safeway shall promote women to available vacancies for  
21 Head Clerk positions at 110% of their applicant rate for those  
22 positions. Safeway shall promote female Non-Food Clerks to  
23 available vacancies for Food Clerk positions at 100% of their  
24 applicant rate for those positions.

25 Safeway shall be in compliance with this provision if  
26 the actual rate of promotions for females meets or exceeds the  
27 appropriate applicant rate for the positions specified in this  
28 subparagraph. For purposes of this subparagraph, all Head Clerk

1 positions shall be combined to determine whether Safeway has met  
2 its goal.

3           The "applicant rate" shall be defined as the number of  
4 eligible female applicants divided by the total number of  
5 eligible applicants, who submitted timely and complete written  
6 applications, for the position for the Decree year. The "actual  
7 rate of promotion" shall be defined as the number of females who  
8 were offered the promotion divided by the total number of persons  
9 offered the promotion for the position for the Decree year.

10           In the event that Safeway fails to achieve either or  
11 both goals in any Decree year, Safeway shall carry the shortfall  
12 for the particular goal (rounded up to the number of the next  
13 whole person if the fraction is .5 or more) forward to the next  
14 Decree year, and, in that next Decree year, Safeway must exceed  
15 its goal for that position by at least the amount of the  
16 shortfall from the prior year. In the event that Safeway exceeds  
17 either or both goals in any Decree year, Safeway may carry the  
18 surplus for the particular goal (rounded up to the number of the  
19 next whole person if the fraction is .5 or more) forward to the  
20 next Decree year, and, in that next Decree year, Safeway may use  
21 the surplus to offset any shortfall in that goal for that year.

22           Failure to meet the goal by the end of the term of the  
23 Decree may be a basis upon which Class Counsel may seek to extend  
24 Safeway's obligations to make up any shortfall beyond the term of  
25 this Decree. In considering whether to seek an extension of the  
26 Decree, Class Counsel shall take into account Safeway's  
27 reasonable good faith efforts to meet its goals as set forth  
28 herein. In the event that Class Counsel brings any motion to



1 extend the Decree, the Court may take Safeway's reasonable good  
2 faith efforts to meet its goal into account in deciding whether  
3 an extension is appropriate and, if so, the length thereof.

4           25. Training and Evaluation

5           . An Employee who is selected for a posted position  
6 subsequent to his or her application for an opening posted  
7 pursuant to paragraph 23 will be given customary on-the-job  
8 orientation and training in that position.

9           VIII. ALLOCATION OF HOURS FOR FOOD CLERKS

10          26. Movement From Part-Time to Full-Time Status

11          Safeway will have as many full-time Food Clerk  
12 positions as is consistent with the needs of the business. No  
13 Employee will be selected for full-time status as a Food Clerk  
14 who does not submit a bid for full-time status in accordance with  
15 the applicable Collective Bargaining Agreement. In selecting  
16 Food Clerks for full-time status, Safeway will follow the bid  
17 procedures set out in the applicable Collective Bargaining  
18 Agreement. Nothing in this paragraph is intended to increase or  
19 diminish the rights of the parties under the applicable  
20 Collective Bargaining Agreement.

21          27. Full-Time Food Clerks

22          Full-time Food Clerks are those who are designated by  
23 Safeway to a regular forty (40) hour job subject to the terms and  
24 conditions contained in the applicable Collective Bargaining  
25 Agreement and any applicable side letter. Full-time Food Clerks  
26 may utilize their rights of shift selection, including work on  
27 premium days and early and late work schedules, for a weekly work

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1 schedule, pursuant to the terms of the applicable Collective  
2 Bargaining Agreement.

3           Safeway shall post semiannually a notice in a  
4 conspicuous place in all retail stores covered by this Decree  
5 informing full-time Food Clerks that: (1) they are typically  
6 scheduled for a five day, forty hour week, subject to certain  
7 exceptions governed by the applicable Collective Bargaining  
8 Agreement; (2) they can exercise their seniority right to select  
9 the posted schedule of a less senior full-time food clerk under  
10 the conditions set forth in the applicable Collective Bargaining  
11 Agreement; (3) they will not be retaliated against for exercising  
12 their seniority right to shift selection; and (4) they can file a  
13 grievance under the applicable Collective Bargaining Agreement if  
14 they feel their seniority rights with respect to scheduling have  
15 been violated. The notice posted pursuant to this paragraph  
16 shall be in the form of attached Exhibit 4.

17           28. Part-Time Assignments of Additional Scheduled Hours

18           a. Prior to the posting of the weekly store  
19 schedule, part-time Food Clerks may request assignments with  
20 additional available hours within their classification on a  
21 store-by-store basis, provided they possess the necessary  
22 qualifications for the assignment, are available for the hours,  
23 and have notified their Store Manager, in writing, of their  
24 desire for more hours pursuant to the applicable Collective  
25 Bargaining Agreement. Part-time Food Clerks who meet these  
26 requirements shall be afforded such assignments with additional  
27 available hours by seniority.

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1                   b. When an assignment of additional hours is  
2 incident to assuming the duties of a Head Clerk on a "Step up"  
3 basis pursuant to the applicable Collective Bargaining Agreement,  
4 the term "necessary qualifications" and "qualified" as used in  
5 this paragraph and paragraph 29, respectively, shall be  
6 determined by reference to the applicable job description for the  
7 position being filled on a temporary basis. When the assignment  
8 of additional hours is incident to assuming any duties other than  
9 those of a Head Clerk on a "Step Up" basis, the term "necessary  
10 qualifications" and "qualified" as used in this paragraph and  
11 paragraph 29, respectively, refer to the same qualifications  
12 referred to in section 4.10.2 of the applicable Collective  
13 Bargaining Agreement.

14                   29. Part-Time Assignments of Additional Unscheduled  
15 Hours

16                   a. In the event that additional hours become  
17 available after the weekly schedule is posted, due to illness,  
18 other absence or changed staffing needs, part-time Food Clerks  
19 may request additional available hours based on seniority on a  
20 store-by-store basis provided they have notified their store  
21 manager, in writing on a form available in all stores, of their  
22 desire for more hours.

23                   b. Part-time Food Clerks on this list shall be  
24 offered additional available hours in order of seniority and  
25 consistent with any preference expressed by the Employee.

26                   c. Employees may designate a preference for day  
27 or night shifts or both.

28 ///



1 in the dairy section, frozen food, file maintenance, order  
2 writing, and stocking. For purposes of this paragraph, the term  
3 "step-up assignments" shall mean relieving Head Clerk during  
4 their vacations or other temporary absences. Copies of all  
5 Training Request Forms will be retained by Safeway during the  
6 term of the Decree. Nothing in this paragraph shall be  
7 interpreted to alter any existing rights of Food Clerks to obtain  
8 training pursuant to the applicable Collective Bargaining  
9 Agreement.

10 X. REPORTS AND RECORD KEEPING

11 31. Safeway shall submit the reports and records  
12 described below to Class Counsel on a semiannual basis during the  
13 term of this Decree. Reports will be submitted not later than  
14 August 31 and March 1 for each prior semiannual period and shall  
15 include:

16 a. A list of all positions posted pursuant to  
17 paragraph 23 occurring during that semiannual period, including  
18 each vacancy's location, the date the vacancy became open, and  
19 the date the vacancy was filled.

20 b. A list of all persons who submitted an  
21 application for each position posted pursuant to paragraph 23  
22 identified by name, sex, seniority date and job classification as  
23 of the date of their applications.

24 c. Identification of persons selected for each  
25 such position by their name, sex, seniority date and job  
26 classification.

27 d. A list of all female Employees who were  
28 discharged from or voluntarily left a position posted pursuant to

1 paragraph 23, including the date of each voluntary termination or  
2 discharge, the reason for the termination or discharge.

3 e. The total numbers of males and females in each  
4 of the Covered Positions and Non-Food Positions by store,  
5 district and division.

6 f. A report of average hours worked by Food  
7 Clerks, set out by males and females, by part time and full time  
8 employees, and by category of hours (e.g. regular, premium,  
9 overtime, Sundays/Holidays).

10 g. A list of all employees selected for Covered  
11 Positions other than temporary vacancies as specified in  
12 paragraph 23(a) and (e) that were filled other than through the  
13 posting program and, if selected from within Safeway, the  
14 positions they occupied prior to their selection.

15 h. A report of all management personnel  
16 participating in the EEO review sessions described in Section VI,  
17 paragraphs 19 & 21, including name, title, subject matter, and  
18 date of the session.

19 32. If Class Counsel has good cause to believe that  
20 Safeway is not in compliance with this Decree, then upon  
21 reasonable notice and request, Class Counsel may review the  
22 documents retained pursuant to paragraphs 29 and 30 and the  
23 underlying documents from which the reports referenced in  
24 paragraph 31 were derived. In the absence of good cause to  
25 believe that Safeway is not in compliance with this Decree, Class  
26 Counsel may review the documents retained pursuant to paragraphs  
27 29 and 30 and the underlying documents from which the reports  
28 ///

1 referenced in paragraph 31 were derived upon reasonable notice  
2 not more than two times per year during the term of this Decree.

3 33. All information provided to Class Counsel or the  
4 Court pursuant to this Decree shall be covered by the Stipulation  
5 and Order Regarding Confidentiality of Reporting Information  
6 contained in Exhibit 6 to this Decree, which shall be signed by  
7 counsel for the Parties and by the Court. In the event that  
8 Class Counsel file in Court any action to interpret, modify, or  
9 enforce the terms of this Decree, such filing shall be under  
10 seal, if such filing includes any confidential information.

11 XI. EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENTS

12 34. Safeway will post its Reaffirmation Policy,  
13 attached as Exhibit 7 to this Consent Decree, expressing its  
14 support of and compliance with the federal laws enforced by EEOC  
15 in a conspicuous place reserved for notices for a period of six  
16 (6) weeks following the Effective Date of this Consent Decree.

17 35. Safeway will keep posted continuously in places  
18 reserved for notices the notice required to be posted pursuant to  
19 Section 711 of Title VII. Each place or places provided for  
20 posting notices shall be in areas which are prominent and  
21 conveniently accessible to all Employees.

22 36. Safeway will participate in the EEO-1 data  
23 reporting system, pursuant to Section 709(c) of Title VII.

24 XII. CONSENT DECREE COMPLIANCE OFFICER

25 37. As a means of ensuring compliance with this  
26 Consent Decree, Safeway hereby designates the Director - Human  
27 Resources of the Northern California Division as the Consent  
28 Decree Compliance Officer. In the event Safeway determines to

1 change the Consent Decree Compliance Officer, it shall give Class  
2 Counsel ten (10) days prior notice. The Consent Decree  
3 Compliance Officer shall perform the following duties:

4 a. Implement the matters contained in this  
5 Consent Decree;

6 b. Supervise the implementation of efforts to  
7 identify female Employees who are interested in the Food Clerk,  
8 Head Clerk and SMT openings and encourage them to apply for  
9 vacancies as set forth in this Consent Decree;

10 c. Maintain records of all decisions to fill  
11 vacancies posted under paragraph 23.

12 d. Assist in the dissemination of policy  
13 statements to Employees affirming the Company's commitment to its  
14 EEO policy;

15 e. Undertake such further duties as may be  
16 indicated elsewhere in this Consent Decree, including the  
17 reporting requirements set forth in paragraph 31.

18 XIII. NON-DISCRIMINATION/RETALIATION

19 38. Non-Discrimination

20 Safeway shall not discriminate against any Class Member  
21 on the basis of her sex, and this Decree shall not be construed  
22 as permitting such discrimination, in regard to:

23 a. Promotion to positions posted pursuant to  
24 this Decree;

25 b. Department, job and shift assignments;

26 c. Allocation of hours; and

27 d. Training opportunities.

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1                   39. Prohibition Against Retaliation

2                   Safeway shall not retaliate against any Class Member  
3 for her participation in this lawsuit or for having asserted any  
4 rights under this Decree.

5                                   XIV. RETAINED RIGHTS

6                   40. Nothing in this Consent Decree shall be construed  
7 to limit, modify, or compromise in any way the existing right of  
8 Safeway to decide:

9                                   a. The number of employees to employ in any  
10 store, department, job classification (including, without  
11 limitation, part-time or full-time status), job title, or daily  
12 or weekly work schedule;

13                                  b. The number and types of job classifications  
14 and job titles;

15                                  c. The specific or aggregate number of hours  
16 available for work in any particular store, department, job  
17 classification, job title, or daily or weekly work schedule;

18                                  d. The labor costs for any store or department;

19                                  e. The number of stores and the number and types  
20 of departments and services provided within each store;

21                                  f. The number and boundaries of its districts,  
22 and

23                                  g. The most efficient and productive manner for  
24 operating its stores.

25                   41. With respect to any retail store that Safeway may  
26 open during the term of this Decree, nothing in this Agreement  
27 shall be interpreted to require Safeway: (1) to recognize any  
28 UFCW Local (or any other union) as the collective bargaining

1 representative of its employees; or (2) to bargain with any UFCW  
2 Local (or any other union).

3 42. Nothing in this Decree shall be interpreted to  
4 alter rights under any Collective Bargaining Agreement between  
5 Safeway and any Union with respect to the matters covered in this  
6 Decree.

7 43. Nothing in this Decree is intended to preclude or  
8 prevent Safeway from developing additional programs, policies or  
9 practices that further EEO compliance or that may enable Safeway  
10 to identify the interests or preferences of Safeway employees  
11 through surveys or other means.

12 44. Nothing in this Decree shall preclude or limit  
13 Safeway's right to unilaterally modify or eliminate its job  
14 posting program with regard to positions other than Covered  
15 Positions.

16 45. Nothing in this Decree shall be construed to limit  
17 Safeway's right to transfer, demote, reassign, or take other  
18 action in accordance with the applicable Collective Bargaining  
19 Agreement with regard to any Employee who obtains a position  
20 posted pursuant to paragraph 23, or to discharge an Employee for  
21 just cause at any time.

22 46. In the event of any labor dispute, work stoppage  
23 boycott resulting in layoffs, or catastrophic event, including  
24 without limitation on the generality of the foregoing, fire,  
25 earthquake, or civil disturbance, or other extraordinary job or  
26 economic action, the sections pertaining to particular employment  
27 practices, and related monitoring, shall not be applicable and

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1 reporting shall be modified so as to disregard personnel actions  
2 taken during the above-referenced events.

3 **XV. ENFORCEMENT OF CONSENT DECREE**

4 47. The provisions of this Consent Decree are  
5 enforceable only by Class Counsel.

6 48. Class Counsel shall notify Safeway in writing  
7 within sixty (60) calendar days after it receives or becomes  
8 aware of information providing the basis for an allegation that  
9 the Consent Decree has been breached. The period following the  
10 written notice shall be used for good faith efforts to solve the  
11 matter. If Class Counsel concludes that Safeway has breached  
12 this Consent Decree, it may apply to this Court to enforce this  
13 Consent Decree including, in appropriate cases, enforcement  
14 through contempt, no sooner than forty-five (45) days after  
15 providing the Company written notification of alleged breach.

16 49. The provisions of paragraphs 19 through 46 above  
17 shall be enforceable only upon a showing of a pattern of  
18 discrimination, in which case, the remedy may include  
19 supplemental injunctive relief, but shall not include contempt.  
20 As used in this section, the term "pattern of discrimination"  
21 means more than episodic or isolated instances of discrimination,  
22 but need not be a division-wide pattern and practice of  
23 discrimination. Any and all individual claims of sex  
24 discrimination which arise after the Effective Date asserted by  
25 any Class Member during the term of this Decree may be asserted  
26 through labor grievance procedures, Safeway's Affirmative Action  
27 complaint process, or through any other forums otherwise  
28 available independent of this Decree.

1           50. This Consent Decree shall terminate automatically  
2 thirty (30) days following the submission by Safeway of its last  
3 report required under paragraph 31 unless Class Counsel applies  
4 to this Court pursuant to paragraphs 24, 47-49 for an extension  
5 of the Consent Decree because of noncompliance by Safeway and the  
6 Court finds Safeway to be in material violation of the Consent  
7 Decree.

8                           XVI.     NOTICE OF THE SETTLEMENT

9           51.   Costs

10                   a. All costs and fees associated with the notice  
11 of settlement and distribution and apportionment of the  
12 Settlement Fund as described in paragraphs 52 through 56 shall be  
13 borne by Safeway.

14                   b. Any settlement disputes regarding notice,  
15 distribution, or eligibility of class members shall be referred  
16 to Kathleen M. Kelly, whose fees shall be paid by Safeway, for  
17 binding arbitration without further rights of appeal.

18           52.   Notice to Class Members

19                   a. Within seven (7) days following entry of the  
20 order tentatively approving this Consent Decree, Class Counsel  
21 shall provide Safeway with an initial list of names and, when  
22 available, social security numbers and addresses, of females who  
23 were employed on or after January 9, 1989 who Class Counsel  
24 believes may be included in the Class Member definition at  
25 paragraph 7 as of April 1, 1994. Within fourteen (14) days of  
26 receipt of the initial list from Class Counsel, Safeway shall  
27 create a "Class Member List" containing the name, social security  
28 number, and last known address of all females who were employed

1 on or after January 9, 1989, who Safeway believes are included in  
2 the Class Member definition at paragraph 7 as of April 1, 1994.  
3 For purposes of identifying Class Members who should receive a  
4 Notice of Settlement, the information contained on Safeway's EPIC  
5 system, together with the initial list provided by Class Counsel,  
6 shall be conclusive.

7           b. No later than 30 days after creation of the  
8 Class Member List, Safeway or its designee will send via  
9 first-class mail to each person on the Class Member List a Notice  
10 of Settlement in the form attached as Exhibit 8 hereto. For any  
11 mail returned as undeliverable, such addressee shall be traced  
12 once through IRSC's Locator Database, and if a different address  
13 is obtained, a new notice shall be remailed.

14           c. No later than seven (7) days after the first  
15 mailing, Safeway or its designee will cause to be published an  
16 advertisement, in the form of Exhibit 9 hereto, four times during  
17 a thirty (30) day period in six (6) newspapers of general  
18 circulation, in a typeface to be agreed upon by the parties.

19           d. On or before the Effective Date, Class Counsel  
20 or its designee shall provide Safeway with the names and  
21 addresses of all potential Class Members who request Claim Forms  
22 from Class Counsel.

23           53. Objections and Opt-Out by Class Members

24           a. The Notice of Settlement will advise Class  
25 Members of the date of the Fairness Hearing and that the deadline  
26 to file and serve written objections to this Consent Decree or  
27 elections to opt out of the proposed class will be the date which  
28 is 31 days prior to the Fairness Hearing.

1                   b.    In the event that twenty-five or more Class  
2 Members exercise their option to opt-out, Safeway shall have  
3 twenty-one (21) days from the opt-out deadline in which it may  
4 elect to withdraw from this settlement. Unless Safeway notifies  
5 Class Counsel in writing within twenty-one (21) days that it  
6 elects to withdraw, then the settlement shall be effective  
7 subject to final approval, without modification, by the district  
8 court.

9                                   XVII. MONETARY PROVISIONS

10                   54. Settlement Sum

11                   Safeway agrees to pay the total amount of Five Million  
12 dollars (\$5,000,000.00) to certain current and former female  
13 Employees, as identified below, through the procedures set forth  
14 in this Consent Decree. Safeway will place the entire  
15 \$5,000,000.00 in an interest-bearing checking account  
16 ("Settlement Fund"), designated by Class Counsel and approved by  
17 Safeway, within ten (10) days of the Effective Date of the  
18 Consent Decree. Interest on the Settlement Fund shall be  
19 distributed in accordance with paragraphs 55 and 56.

20                   55. Settlement Fund Apportionment

21                   a. In settlement of her individual claims,  
22 plaintiffs shall be awarded the sums shown below as their  
23 Individual Settlement Amounts:

24	June Barnhart	\$ 25,000
25	Carla Brooke	25,000
26	Susan Gerow	5,000
27	Marjorie Rankin Goppert	25,000
28	Heidi Kauzlarich	25,000

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Debra Sendle

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b. The balance of the Settlement Fund remaining after deduction of the amounts in paragraph 55(a) including any accrued interest, shall be allocated among Class Members, other than the named plaintiffs, as set forth below.

c. As soon as practical after the Effective Date, and within 30 days thereof, Safeway will cause a Claim Form, Release, and Tax Indemnification Agreement ("Claim Form") to be mailed to those Class Members who have or at the time of leaving Safeway had been continuously employed for at least six months in any retail store operating under the Safeway name and located in California, and who held the position of Food Clerk or Non-Food Clerk at any such store at any time between January 9, 1989 and December 31, 1993. In order to identify Class Members who should receive a Claim Form, the information on Safeway's EPIC system shall be conclusive, provided that any Class Member who does not receive a Claim Form and believes she should have may obtain a Claim Form by submitting a written request to Class Counsel, or its designee, or counsel for Safeway, or its designee, no later than seven (7) days before the deadline set forth in subsection d below. The Claim Form shall be in the form of attached Exhibit 10.

d. Only Class Members who submit Claim Forms postmarked on or before sixty days after the Effective Date ("Claimants") shall be eligible to receive a distribution from the Settlement Fund. Claims may be submitted on behalf of deceased Class Members pursuant to California law. The

1 information submitted by Claimants on the Claim Forms will be  
2 presumed to be correct.

3 e. Only Claimants who state the following on  
4 their Claim Form under penalty of perjury shall be eligible for a  
5 distribution from the Settlement Sum:

6 (1) Claimant is female and was employed as a  
7 Food Clerk or a Non-Food Clerk in a retail store operating under  
8 the Safeway name and located in the state of California at any  
9 time between January 9, 1989 and December 31, 1993; and

10 (2) Claimant has been, or at the time of  
11 leaving Safeway had been, continuously employed at any Safeway  
12 retail store located in California for at least six months and,

13 (3) Claimant believes she may have been  
14 discriminated against because of her sex.

15 f. Each Claimant will be assigned points based on  
16 the length of time which she indicates on her Claim Form that she  
17 was employed by Safeway ("Seniority Points") as set out below:

18	Less than six months . . . . .	0 points
	Six+ months - three years . . . . .	1 point
19	Three+ years - seven years . . . . .	2 points
	Seven+ years - twelve years . . . . .	3 points
20	Twelve+ years . . . . .	4 points

21 g. The Settlement Fund balance, including any  
22 accrued interest, shall be divided by the sum of the Seniority  
23 Points of all Claimants, and a Point Value obtained. Each  
24 Claimant shall be apportioned an amount equal to the Point Value  
25 times her Seniority Points ("Individual Settlement Amount").

26 h. No individual shall be entitled to receive any  
27 distribution from the Settlement Fund unless she has executed and

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1 submitted the release and tax indemnification agreement contained  
2 in attached Exhibit 10.

3           56. Distribution of Settlement Amounts

4           a. If no appeal from the District Court's order  
5 entering this Consent Decree or collateral attack, i.e., any  
6 proceeding in any court challenging this Consent Decree, is  
7 filed, the initial mailing of the Individual Settlement Amounts  
8 as set forth below shall commence on or about 186 days after the  
9 Effective Date. If any appeal or collateral attack is filed  
10 within 185 days of the Effective Date, the Settlement Fund shall  
11 not be distributed until all appeals and collateral attacks are  
12 finally resolved. In that event, Safeway shall commence the  
13 initial mailing to distribute the Individual Settlement Amounts,  
14 within sixty (60) days of the final resolution of all appeals and  
15 collateral attacks.

16           b. Safeway or its designee will retain a payroll  
17 service to prepare and mail checks to Claimants for their  
18 Individual Settlement Amounts, and prepare associated tax  
19 statements and information returns. Each check shall advise the  
20 recipient that failure to negotiate the check within six (6)  
21 months will void the check.

22           c. As to each Individual Settlement Amount, 25%  
23 shall be allocated to backpay, from which all appropriate  
24 withholdings under state and federal law shall be taken, and 75%  
25 to emotional distress damages under state and federal law.

26           d. Seven months following completion of the  
27 initial mailing of settlement checks, stop notices shall be  
28 issued for all checks not negotiated. If more than \$150,000 in

1 checks are the subject of stop notices, then the amount as to  
2 which stop notices were issued shall be used for a second  
3 distribution to those Claimants who cashed their initial checks  
4 for their Individual Settlement Amounts. The second distribution  
5 will be made by multiplying the remaining balance of the  
6 Settlement Sum by a fraction representing the points awarded to  
7 each Claimant who timely cash her initial check, divided by the  
8 total points of all Claimants who timely cash their initial  
9 checks. If \$150,000 or less in checks are the subject of stop  
10 notices, then no further distribution will be made to Claimants.

11 e. From the funds represented by checks not  
12 cashed within twelve months following the completion of the  
13 initial mailing of settlement checks, one-half will be donated to  
14 ENTRADE and one-half will be donated to the Impact Fund.

15 57. Attorney's Fees and Costs

16 a. Safeway agrees to pay Class Counsel attorney's  
17 fees and costs in the total sum of Two Million Five Hundred  
18 Thousand Dollars (\$2,500,000.00), encompassing all work which has  
19 been or will be performed through the Fairness Hearing before the  
20 District Court and all work monitoring this Decree throughout its  
21 term, except this shall not include time reasonably spent  
22 responding to inquiries from Class Members following the Notice  
23 of Settlement. If no appeal or collateral attack is filed, this  
24 entire sum shall be delivered to Class Counsel on or about 186  
25 days after the Effective Date. If any appeal or collateral  
26 attack is filed within 185 days of the Effective Date, then one-  
27 half of the sum shall be paid on or about 186 days after the  
28 Effective Date. The remaining half shall be placed in an

1 interest-bearing account designated by Class Counsel ("Attorney's  
2 Fees Fund"). The Attorney's Fees Fund, including all accrued  
3 interest, shall be delivered to Class Counsel upon final  
4 resolution of all appeals and collateral attacks upholding the  
5 Consent Decree. In the event that the Consent Decree is set  
6 aside on any appeal or collateral attack, Saperstein, Mayeda &  
7 Goldstein, and any successor firms, guarantees that it will  
8 restore to Safeway the full amount of all attorney's fees  
9 delivered to it and, with regard to the Attorney's Fees Fund, it  
10 will restore that Fund, if needed, to the full amount of the  
11 principal deposited plus the amount of interest which would have  
12 been earned had the Attorney's Fees Fund earned the same rate of  
13 return as the Settlement Fund.

14           b. Class Counsel shall be paid reasonable  
15 attorney's fees and costs for work performed distributing the  
16 Settlement Sum set forth in paragraphs 55-56, resolving all  
17 disputes relevant to that distribution, responding to inquiries  
18 from Class Members following the Notice of Settlement, and  
19 defending against any appeal or collateral attack. These  
20 attorney's fees shall be based on Class Counsel's then-current  
21 customary hourly rates, with no multiplier, premium or interest  
22 added. Payment shall be made within 30 days of billing.

23           c. If Class Counsel prevails in any enforcement  
24 proceeding undertaken during the term of this Decree, Class  
25 Counsel shall be entitled to reasonable attorney's fees and costs  
26 for work performed in connection with that proceeding.

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1 XVIII. MISCELLANEOUS PROVISIONS

2 58. Entire Agreement

3 The terms of this Consent Decree and its Exhibits are  
4 the exclusive and final expression of all agreements by the  
5 Parties with respect to any and all claims as set forth in  
6 paragraph 9 of this Decree by the named plaintiffs and by the  
7 Class Members. The Parties accept entry of this Decree based  
8 solely upon its terms and not in reliance upon any  
9 representations or promises other than those contained in this  
10 Decree.

11 59. Fees and Costs Arbitration

12 Any disputes regarding Class Counsel's attorneys' fees  
13 and costs for defending, monitoring and enforcing this Consent  
14 Decree, and regarding distribution of settlement funds pursuant  
15 to paragraphs 55-56 shall be resolved by John Bartko with no  
16 right of appeal.

17 60. No Third Party Beneficiary

18 Individual Class Members are not third party  
19 beneficiaries of this Decree, and they shall have no right to  
20 bring any action for any alleged violation of this Decree. Only  
21 Class Counsel shall have authority to bring an action to enforce  
22 this Decree.

23 61. Sections Headings

24 The section headings in this Consent Decree shall have  
25 no substantive meaning whatsoever. Only the textual provisions  
26 of this Consent Decree and its Exhibits shall be interpreted or  
27 construed to have substantive meaning.


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1           62. None of the parties is bound by any provisions of  
2 this Consent Decree until it is signed by authorized  
3 representatives of each party and approved by the Court.


4           The foregoing terms and conditions are agreed upon and  
5 stipulated to this 27th day of June, 1994.

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GUY T. SAPERSTEIN  
JACK W. LEE  
SAPERSTEIN, MAYEDA & GOLDSTEIN

  
\_\_\_\_\_  
Jack W. Lee  
Attorney for Plaintiffs

STEVEN A. BRICK  
GARY R. SINISCALCO  
TRISH M. HIGGINS  
ORRICK, HERRINGTON & SUTCLIFFE

  
\_\_\_\_\_  
Steven A. Brick  
Attorney for Defendant  
Safeway Inc.



## RETAIL JOB DESCRIPTION NORTHERN CALIFORNIA DIVISION

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**FOOD CLERK** - Apprenticeship leads to journey person status.

**Job Summary:** Works in the grocery or produce department performing duties which contribute to the overall operation of the store.

**Job Duties:** Provides friendly superior customer service and assistance. Specific food clerk assignments may include the checkstand operation, produce section, dairy section, frozen food section or the stocking area. Food clerks perform check-out procedures including cash register ring-up, use of the scale, monetary transaction, and bagging groceries. Orders, stocks and displays merchandise. Provides cleanup and maintenance services as required. Other duties as assigned.

**Working Conditions:** A food clerk will frequently lift and carry 12 to 24 pounds and occasionally up to 50 pounds. Bending and lifting is required and the worker is standing 100% of the time while on duty. Works both indoors and outdoors. Generally works an irregular part-time shift. May bid for more hours and full-time status by seniority. Rate of pay is determined by union contract.

**Job Requirements:** Must be able to pass a battery of three pre-employment competency tests. Must be able to successfully complete the Safeway Food Clerk Training Program. Must be 18 years or older. Must join the Retail Clerks Union. Must adhere to the Division's dress and grooming standards. Should be available to work flexible hours. Rate of pay is determined by union contract.

**PRECISE JOB DUTIES, AS DESCRIBED ABOVE, WILL VARY DEPENDING ON  
VOLUME OF STORE AND DISTRICT THE STORE IS LOCATED IN**

**RETAIL JOB DESCRIPTION  
NORTHERN CALIFORNIA DIVISION**

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**HEAD CLERK (FRONT-END)**

**Job Summary:** The front-end clerk is responsible for supervising the front-end to make sure customers are checked out in a quick and courteous manner.

**Job Duties:** **Booth Duties:** The front-end clerk may set-up or close out registers, count tills, prepare deposits, and enter sales into computer and encode checks. Fill out form 800 to record sales transactions, coupons, paid outs, money orders etcetera. Fill coin changer.

**Checking:** The front-end clerk will check as needed when busy or to fill in for breaks. Sell money orders, approve checks and handle other customer service duties. Checking may average around 25% of shift (depending upon volume of store and crew on duty).

**Customer Service:** The front-end clerk is responsible for making sure employees provide friendly and efficient superior customer service. Also supervises courtesy clerks to make sure customers are being helped with their groceries and that carts are being collected regularly from the parking lot.

**Supervision:** The front-end clerk will walk the store to observe functions, determine front-end work assignments and to supervise. May help with stocking duties. Will assist in training and evaluating courtesy clerks.

**Working Conditions** Stocking duties may require lifting and carrying. Full coin changer may weigh between 15-20 pounds. The front-end clerk may be on his or her feet 95% of the time while on duty. Equipment used may include adding machine, check encoder, computer, cash register and additional equipment as required. Additional duties may be required as assigned.

**Job Requirements:** Must adhere to the Division's dress and grooming standards. Availability to work scheduled hours based on operational need. Excellent communication skills, both oral and written. Strong math and analytical ability. Successful completion of Safeway Food Clerk Training Program. Previous experience as a food clerk or head clerk.

**PRECISE JOB DUTIES, AS DESCRIBED ABOVE, WILL VARY DEPENDING ON  
VOLUME OF STORE AND DISTRICT THE STORE IS LOCATED IN**



**RETAIL JOB DESCRIPTION  
NORTHERN CALIFORNIA DIVISION**

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**HEAD CLERK (NIGHT STOCKING CREW)**

**Job Summary:** Supervises night stocking staff and delegates stocking duties, fills, rotates and faces shelves with stock. Additional duties may be required or assigned.

**Job Duties:** Provides friendly superior customer service and assistance. The head night stocker may assign duties to the night stocking staff, floor buffers and other staff in the store during the night shift. When no other management is present, the worker acts as the senior person in the store; all questions and problems may be referred to the lead night stocker. Breaks and dinner are scheduled by the worker. The store manager will assign special projects such as building or taking down end displays and the head night stocker will complete these or delegate them. The worker may check groceries for customers. May also write grocery orders.

The head night stocker may "spot" the aisles with boxes of merchandise then assign workers to those aisles to fill in the shelves. The worker may use a box cutter to open boxes of freight. At least two times during the shift the worker may monitor temperature of the refrigerated cases. The head night stocker may maintain store security in a store that is closed at night, by admitting only authorized individuals.

**Working Conditions:** The head night stocker will frequently lift between 11 and 24 pounds and occasionally up to 50 pounds. Bending and lifting is required and the worker is on his or her feet 100% of the time while on duty. This position is completed during the night shift.

**Job Requirements:** Previous experience as a night stocker, food clerk or head clerk. Knowledge of store layout and product location. Successful completion of Safeway's Food Clerk Training Program. Must adhere to Division's dress and grooming standards. Availability to work scheduled hours based on operational need.

**PRECISE JOB DUTIES, AS DESCRIBED ABOVE, WILL VARY DEPENDING ON  
VOLUME OF STORE AND DISTRICT THE STORE IS LOCATED IN**

**HEAD CLERK (LIQUOR DEPARTMENT MANAGER)**

**Job Summary:** The liquor department manager provides superior customer service by assisting customers in the selection and/or ordering of wine. The worker executes the division merchandising program, maintain retail price and inventory controls as well as ordering, pricing and stocking of wine and beer displays. Additional duties may be required or assigned.

**Job Duties:** Customer Service: The largest part of the liquor manager job is customer service. This is provided by supplying the customer with knowledge of the product and its uses, such that the value of the purchase is enhanced. The worker will use industry vernacular, tasting organoleptic evaluation to recommend and classify the wines. Suggested selling is used, especially for special events or holidays. The liquor manager may be called on to cashier to fill in for breaks or when the lines are long.

Merchandising: Follow division guidelines for the implementation of the merchandising program. The worker has some discretion as individual situations arise. Approximately five times per week the worker may restock, and face the wine department. Two to three times per week (depending on volume) the liquor department manager may receive new freight. Cases are unloaded from boards. Cases may weigh up to 45 pounds each. A six-wheeler may be used to move product onto the floor. Cases may be cardboard or wooden necessitating the use of a pry bar.

Inventory / Ordering: Inventory of the floor stock and cooler is taken on a periodic basis. The worker will physically walk through the cooler and storage area, noting the stock levels of items. When an order arrives the worker will check it for completeness and damaged product, which is returned to the vendor. The liquor manager will also supervise and work with vendors to maintain displays, pricing and ordering standards. Pricing of stock may include making signs and establishing and maintaining retail price controls according to division policy.

Sanitation: The worker will clean up any spills or leakage in the cases or shelves or on the department floors.

**PRECISE JOB DUTIES, AS DESCRIBED ABOVE, WILL VARY DEPENDING ON  
VOLUME OF STORE AND DISTRICT THE STORE IS LOCATED IN**

**RETAIL JOB DESCRIPTION  
NORTHERN CALIFORNIA DIVISION**

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**HEAD CLERK (LIQUOR DEPARTMENT MANAGER)**

Page Two

**Working Conditions:** The liquor manager is standing 95% of the time while on duty. Five percent may be sitting while preparing an order. Lifting, bending and pushing will be required when moving stock from storage area to sales floor, or unloading freight. Cases of wine may weigh up to 45 pounds and frequently between 35 and 40 pounds. The temperature in the cooler is 35 degrees. Equipment use may include: Power Jack or hand truck for lifting and moving assistance. The worker may also use a box opener, cash register, cleaning equipment and a computer.

**Job Requirements:** Previous experience in the sale of wine in a retail wine specialty shop or qualified restaurant. Free and accurate use of industry vernacular, excellent communication skills. Experience in wine tasting and organoleptic evaluation. Ability to provide a high level of customer service while completing department duties. Successful completion of Safeway's Food Clerk Training Program. Must adhere to Division's dress and grooming standards. Availability to work scheduled hours based on operational need.

**PRECISE JOB DUTIES, AS DESCRIBED ABOVE, WILL VARY DEPENDING ON  
VOLUME OF STORE AND DISTRICT THE STORE IS LOCATED IN**

**RETAIL JOB DESCRIPTION  
NORTHERN CALIFORNIA DIVISION**

---

**HEAD CLERK (INVENTORY CONTROL CLERK)**

- Job Summary:** This position is comprised of three distinct duties including; cashiering, salvage and inventory control. The ICC duties include checking invoices and incoming deliveries.
- Job Duties:** Provides friendly superior customer service and assistance. The Inventory Control Clerk (ICC) may fill and rotate the bread stock, marking down any stock from the previous day and placing it in a special display. This aspect of the position may take one to two hours daily. The worker may be required to restock product throughout the store. This entails identifying available shelf space and filling it with stock from the back stock room (approximately two hours per week). The ICC may write grocery orders which requires reviewing the entire stock and recording stock level information (approximately four hours per week). Two - four times per week the worker may go through the items that have been left for salvage. Items are separated and documented. The ICC will be required to use a computer to input orders and retrieve information. The worker will check invoices, incoming deliveries and invoices from drivers, pay bills, analyze retail accounting reports and handle additional paper work as assigned. The ICC will be required to cashier as needed (average six hours per week, depending on volume of store). Additional duties may be required as assigned.
- Working Conditions:** Works both indoors and outdoors. The ICC will frequently lift from 10-25 pounds and occasionally up to 50 pounds. Bending and lifting is required to restock shelves. The worker will be standing except while performing office duties.
- Job Requirements:** Knowledge of store layout and product location, successful completion of Safeway Food Clerk Training Program and ability to work with the store computer. Strong planning and organizational skills and attention to numerical accuracy. Must adhere to Division dress and grooming standards. Availability to work scheduled hours based on operational need. Previous experience as a food clerk or head clerk.

**PRECISE JOB DUTIES, AS DESCRIBED ABOVE, WILL VARY DEPENDING ON VOLUME OF STORE AND DISTRICT THE STORE IS LOCATED IN**

**HEAD CLERK**

**Job Summary:** During the absence of the store manager and assistant manager, the head clerk is in charge of the store, with analogous responsibility, authority, duties and powers as the manager. When in charge of the store the head clerk will supervise the crew, is in charge of store closing and the associated duties and checking as necessary.

**Job Duties:** Store Closing: The head clerk may close out registers, count tills, prepare deposits, and enter sales into computer and encode checks.

Checking: The head clerk will check as needed when busy or to fill in for breaks. Checking may average around 25% of shift, generally between 5 p.m. and 7 p.m. (depending upon volume of store and crew on duty).

Customer Service: The head clerk is responsible for making sure employees provide friendly and efficient superior customer service.

Stocking/Merchandising: Maintain floor stock and building end displays. Cleaning duties as necessary. The head clerk will walk the store to observe functions, determine work assignments and to supervise. May help night stock crew with stocking duties.

**Working Conditions:** The head clerk may be required to work in many of the store departments. Stocking duties may require lifting and carrying from 12 to 24 pounds and occasionally up to 50 pounds. The head clerk may be on his or her feet 95% of the time while on duty. Five percent is sitting while preparing reports. Equipment used may include adding machine, check encoder, computer, cash register and additional equipment as required for other department duties. Additional duties may be required as assigned.

**Job Requirements:** Must adhere to the Division's dress and grooming standards. Availability to work scheduled hours based on operational need. Excellent communication skills, both oral and written. Strong math and analytical ability. Successful completion of Safeway Food Clerk Training Program. Previous experience as a food clerk or head clerk.

**PRECISE JOB DUTIES, AS DESCRIBED ABOVE, WILL VARY DEPENDING ON VOLUME OF STORE AND DISTRICT THE STORE IS LOCATED IN**

**RETAIL JOB DESCRIPTION  
NORTHERN CALIFORNIA DIVISION**

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**STORE MANAGEMENT TRAINEE (SMT)**

**Job Summary:** The SMT program position is one that endeavors to provide the background of experiences and education necessary for the candidate to become eligible to be considered for assistant manager. Each department in the store is worked and concurrently reviewed in the program materials. The program is individualized with the average time allowed for completion being two years.

**Job Duties:** The worker may train in the following areas in any order, with additional areas being added or some deleted as necessary:

1. Checkstand, Night stocking, Bakery & Variety.
2. Dairy, Cheese / Deli, Frozen Food.
3. Produce, Floral
4. Meat, Seafood
5. ICC, Bread, Wine.
6. File Maintenance.
7. Backstage, Miscellaneous Reports.
8. Asst. Mgr. Seminars, focus on management skills.

During the department training the SMT may perform in any or all of the positions in a department.

The SMT program utilizes the Quaker Oats self study units covering many of the major aspects of retail food operations:

1. The Grocery Industry - History.
2. From the Producer to the Consumer.
3. The Supermarket Today.
4. Profit and the Supermarket.
5. The Supermarket Customer.
6. The Grocery Department.
7. The Meat Department.
8. The Produce Department.
9. The Dairy Department.
10. The Frozen Foods Department.
11. The Service Departments.
12. The Front End.
13. Other Departments in the Supermarket.

**Comments:** The Training & Development Supervisor and the District Manager will work with the SMT to develop an individual program, with emphasis on areas that need more concentrated training. This group will meet to review progress and change the training schedule as needed. All assignments must be passed successfully.

**PRECISE JOB DUTIES, AS DESCRIBED ABOVE, WILL VARY DEPENDING ON  
VOLUME OF STORE AND DISTRICT THE STORE IS LOCATED IN**

**RETAIL JOB DESCRIPTION  
NORTHERN CALIFORNIA DIVISION**

---

**STORE MANAGEMENT TRAINEE (SMT)**

**Page Two**

At the conclusion of the departmental and educational training, the SMT will complete a Comprehensive Test on the Quaker Oats Program and a Store Operations Analysis.

**Job Requirements:** The SMT applicant must pass a review board for acceptance into the program in which the following areas will be assessed:

- Demonstrated leadership potential and qualities.
- Above-average work performance record.
- No disciplinary actions received within the six months prior to applying for SMT.
- Must be able to work flexible hours.
- Must be willing to relocate anywhere within the division for a store manager position.
- A four year college degree is preferred, but not required.
- Ability to provide friendly superior customer service and assistance.

**PRECISE JOB DUTIES, AS DESCRIBED ABOVE, WILL VARY DEPENDING ON  
VOLUME OF STORE AND DISTRICT THE STORE IS LOCATED IN**

**SAFEWAY INC.**  
**NORTHERN CALIFORNIA DIVISION**

**JOB OPENING**

**JOB/DEPARTMENT** \_\_\_\_\_

**HOURLY WAGE RATE<sup>1/</sup>** \$ \_\_\_\_\_

**STORE#** \_\_\_\_\_ (IF THE EXACT STORE LOCATION IS NOT IDENTIFIED,  
 A GENERAL GEOGRAPHICAL AREA WILL BE INDICATED)

**EXPECTED SHIFTS** \_\_\_\_\_

**EXPECTED HOURS** \_\_\_\_\_

Any and all employees who are interested in the above job should complete an "In-Store Retail Application for Posted Job" and submit it to the store manager or district office as soon as possible. All interested employees must submit their applications to the store manager or district office no more than five (5) days after the notice of the job opening is posted.

Date of Job Posting \_\_\_\_\_

Job Posting Expiration Date \_\_\_\_\_

Application & Resume<sup>2/</sup> must be received by the district office no later than \_\_\_\_\_

District Office FAX Number ( ) \_\_\_\_\_

District Office Address \_\_\_\_\_

For a summary of the job duties and requirements for this position, please refer to attached job description.

A notebook with job descriptions for all posted positions is available in each retail store. To review this note book, contact your store manager.

<sup>1/</sup> Non-Food Clerks selected for a Food Clerk position shall suffer no loss of seniority or hourly rate of pay as a result of their selection.

<sup>2/</sup> Resumes are required in addition to the In-Store Retail Application for all positions except food clerk, meat cutter and baker.



Exhibit 3

- PRINT CLEARLY -

SAFEWAY INC.  
NORTHERN CALIFORNIA DIVISION  
IN-STORE RETAIL APPLICATION FOR POSTED JOB

POSTED JOB FOR WHICH YOU ARE APPLYING \_\_\_\_\_ DIST/STORE # \_\_\_\_\_

NAME \_\_\_\_\_

CURRENT POSITION \_\_\_\_\_ YOUR DIST/STORE NO. \_\_\_\_\_

YEARS OF EDUCATION COMPLETED (CIRCLE ONE)

9    10    11    12    13    14    15    16    17    18    19+

LIST PREVIOUS POSITIONS (INCLUDE DATES) HELD AT SAFEWAY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF HIRE \_\_\_\_\_

HAVE YOU BEEN ISSUED ANY DISCIPLINARY NOTICES WITHIN THE LAST SIX MONTHS?

WHAT ARE YOUR OCCUPATIONAL GOALS OR INTERESTS AND HOW WILL THIS JOB HELP YOU ACHIEVE YOUR GOALS OR INTERESTS?

FOR PART-TIME OPENINGS, PLEASE LIST ANY DAYS OF THE WEEK AND/OR HOURS OF THE DAY YOU ARE NOT AVAILABLE TO WORK (EXCEPT FOR TIMES REQUIRED FOR RELIGIOUS PRACTICES OR OBSERVANCES).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SAFEWAY INC. IS AN EQUAL OPPORTUNITY EMPLOYER

EXHIBIT 4

NOTICE TO FULL-TIME FOOD CLERKS

Full-time food clerks are those who are designated by Safeway to a regular 40 hour job, subject to the terms and conditions contained in the collective bargaining agreement with the union. Regarding the scheduling of full-time food clerks, you should be aware of the following:

1. Full-time food clerks are typically scheduled for a five day, forty hour week, subject to certain exceptions governed by the applicable collective bargaining agreement.
2. Full-time food clerks may exercise their seniority right to select the posted schedule of a less senior full-time food clerk subject to the provisions of the collective bargaining agreement.
3. Full-time food clerks will not be retaliated against for exercising their seniority right to shift selection.
4. Full-time food clerks may file a grievance through their union if they feel their seniority rights with respect to scheduling have been violated.

If you have any questions about the scheduling of full-time food clerks, please contact your store manager or Safeway's Affirmative Action and Employment Supervisor, Jeff Mason, at (510) 498-2209.

Safeway Inc. is an Equal Opportunity Employer

EXHIBIT 5

TRAINING REQUEST

STORE/DISTRICT # \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

NAME \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_/\_\_\_\_/\_\_\_\_

HIRE DATE \_\_\_\_\_ JOB CLASSIFICATION \_\_\_\_\_

WORK STATUS (PART-TIME OR FULL-TIME) \_\_\_\_\_

DO YOU HAVE ANY SCHEDULE LIMITATIONS? \_\_\_\_\_ IF YES, PLEASE  
LIST THEM \_\_\_\_\_

I WOULD LIKE TO BE CONSIDERED FOR ONE OR MORE OF THE BELOW-LISTED  
TRAINING ASSIGNMENTS (PLACE A CHECK MARK BY THE ASSIGNMENT(S) YOU ARE  
INTERESTED IN.)

- \_\_\_\_\_ STOCKING
- \_\_\_\_\_ DAIRY
- \_\_\_\_\_ FROZEN FOOD
- \_\_\_\_\_ FILE MAINTENANCE
- \_\_\_\_\_ ORDER WRITING
- \_\_\_\_\_ TEMPORARY RELIEF OF HEAD CLERKS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Safeway Inc. is an Equal Opportunity Employer

EXHIBIT 6

STEVEN A. BRICK (Bar No. 53216)  
GARY R. SINISCALCO (Bar No. 64770)  
TRISH M. HIGGINS (Bar No. 119215)  
ORRICK, HERRINGTON & SUTCLIFFE  
Old Federal Reserve Bank Building  
400 Sansome Street  
San Francisco, CA 94111  
Telephone: (415) 392-1122  
Attorneys for Defendant  
Safeway Inc.

GUY T. SAPERSTEIN (Bar No. 46354)  
JACK W. LEE (Bar No. 71626)  
KRISTINE POPLAWSKI (Bar No. 160758)  
SAPERSTEIN, MAYEDA & GOLDSTEIN  
1300 Clay Street, 11th Floor  
Oakland, CA 94612  
Telephone: (510) 763-9800  
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

JUNE BARNHART, SUSAN GEROW, )  
MARJORIE RANKIN, HEIDI )  
KAUZLARICH and CARLA BROOKE )  
on behalf of themselves )  
and all other persons )  
similarly situated, )  
 )  
Plaintiffs, )  
v. )  
 )  
SAFEWAY STORES, INC., )  
 )  
Defendant. )

No. CIV-S-92-803 WBS JFM

DEBRA SENDLE, on behalf of )  
herself and all other )  
persons similarly situated, )  
 )  
Plaintiff, )  
v. )  
 )  
SAFEWAY STORES, INC., )  
 )  
Defendant. )

No. CIV-S-93-0175 WBS JFM

STIPULATION AND ORDER REGARDING  
CONFIDENTIALITY OF REPORTING  
INFORMATION

During the term of the Consent Decree in these actions, Safeway may provide plaintiffs and Class Counsel certain documents, things and information that constitute or contain trade secrets as defined in California Civil Code Section 3426.1(d), or other secret, proprietary, private, or confidential information including, but not limited to, personnel data, earnings data, competitive market data, and non-public financial data.

The parties hereby agree that access to and use of such documents, things and information shall be governed and limited by the provisions of this Protective Order as set forth herein, subject to the approval of the Court.

A. DEFINITION OF CONFIDENTIAL INFORMATION

1. "Confidential Information," as used herein, means any type or classification of information which is designated when it is produced as "Confidential" by Safeway, whether it be a document, information contained in a document, or otherwise. In designating information as Confidential Information, Safeway will make such designation only as to that information which it believes contains secret, confidential, private, and/or proprietary information. Safeway shall exercise good faith in designating information as Confidential Information.

2. Designation of documents or other information as confidential by Safeway or receipt of documents or information so designated shall not be considered as determinative of whether the contents of the documents or the information specified are publicly known or properly designated.

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**B. PROCEDURE FOR DESIGNATING MATERIAL AS CONFIDENTIAL INFORMATION**

1. "Confidential Information" shall include all documents provided by Safeway which have been designated as confidential by marking the page: "CONFIDENTIAL" or "CONFIDENTIAL INFORMATION." In lieu of marking the original of documents, Safeway may mark the copies that are produced or exchanged.

2. The identification of information as confidential shall be made when a copy of a document is provided to Class Counsel.

3. If plaintiffs believe that a document or other information, which has been designated as confidential, should not properly be treated as confidential within this protective order, plaintiffs shall notify Safeway of its disagreement with the confidential designation. Counsel for the parties will then endeavor to reach an agreement regarding the status of that document or information within ten days. If no agreement can be reached after ten days, plaintiffs may file a notice of motion for relief from this Protective Order within fourteen days thereafter. If circumstances warrant, a motion will be heard on shortened time. Until the Court resolves the motion, the information will be treated as subject to the terms of this protective order.

**C. QUALIFIED PERSONS WITH ACCESS TO CONFIDENTIAL INFORMATION**

"Qualified Persons," as used herein, means:

(1) The named parties in these actions and their attorneys, including in-house attorneys, paralegal personnel, and secretaries employed by counsel to the named parties;

(2) Consultants and experts retained or employed to assist the attorneys of named parties in the monitoring of the Consent Decree

such as statisticians, economists, accountants, or other technical or legal experts or consultants, who have signed an appropriate stipulation reflecting an agreement to abide by the terms of this protective order. The stipulation shall be in the form set forth in Exhibit A.

(3) The Court and the court personnel.

D. RESTRICTIONS ON THE USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

1. Any information designated as "Confidential Information" shall not be made available or disclosed to any person other than the Qualified Persons identified in Paragraph C. Persons who, by virtue of the conduct of these actions, have knowledge of the designated Confidential Information shall not suffer or permit its disclosure or that of any information obtained, derived, compiled, or ascertained therefrom, to any person or persons not entitled under this Protective Order to receive such information.

2. Disclosure of all items designated as Confidential Information in this action shall be solely for the purposes of these actions, (i.e., Barnhart, et al. v. Safeway, No. CIVS 92-803 WBS JFM and Sendle, et al. v. Safeway, No. CIVS 93-0175 WBS JFM), unless and until such designation is removed either by stipulation by attorneys for the named parties or by order of the Court.

3. With respect to information designated as Confidential Information, no copies of documents or other information shall be received, kept, or maintained by individuals other than the Qualified Persons as defined above.

4. Those portions of any document filed with the Court for any purpose and identified as containing Confidential Information, or any pleading, motion or brief filed with the Court containing or disclosing Confidential Information shall be filed with the Court in a sealed, opaque container including on the outside thereof the case heading of these actions, the title of the document, and a notification that the contents are subject to a protective order and the container is not to be opened except upon further order of this Court. Such notification shall be substantially in the following terms:

**CONFIDENTIAL**

**SUBJECT TO PROTECTIVE ORDER**

This envelope (or container) containing the above identified papers filed by (name of party), is not to be opened nor the contents thereof displayed or revealed except by the Court or Court Order or by agreement of the parties.

The clerk of this Court is directed to maintain under seal all documents and transcripts of deposition testimony so filed in this litigation.

5. In the event Class Counsel seeks to show any documents or other information denominated as "Confidential Information" to anyone other than a "Qualified Person," Class Counsel shall first advise Safeway and seek to reach an informal resolution of such matters. In the event that agreement cannot be reached, Class Counsel may apply to the Court for relief from this Protective Order.

**E. NO ADMISSION OR WAIVERS**

The execution of this Order shall not:

(a) constitute a waiver of any party's right to seek from the Court at a future time an order which provides greater, lesser or no restriction of access to Confidential Documents;



(b) be construed as an admission or agreement that any document designated as Confidential, in fact, is confidential or otherwise is entitled to any protective relief whatsoever.

**F. RETURN OF DOCUMENTS**

Within sixty (60) days of final termination of these actions, Class Counsel shall return to Safeway all documents (and copies thereof) and all materials which have been furnished to Class Counsel and identified as "Confidential Information" pursuant to this Protective Order.

Also within sixty (60) days of final termination of these actions, Class Counsel shall certify that all attorney work product documents that incorporate or reference Confidential Information have been destroyed. Alternatively, within the sixty day period, Class Counsel shall certify that they have placed all attorney work product documents that incorporate or reference Confidential Information in a sealed container and they may store the container for a period up to four years. At the end of the four year period, or any time before, Class Counsel shall certify that the sealed documents have been destroyed. If, at any point during the four year storage period, Class Counsel can demonstrate good cause to review those documents in order to respond to or defend a professional negligence claim, Class Counsel shall first contact Safeway and, if unable to reach a mutually satisfactory resolution, may petition this court to allow access to the sealed documents. Absent agreement of the parties or court order, no person may review the contents of the work product documents stored

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under seal and the sealed container may not be opened save for the purpose of destroying the documents contained therein.

Dated: \_\_\_\_\_, 1994.

ORRICK, HERRINGTON & SUTCLIFFE

By: \_\_\_\_\_

Trish M. Higgins  
Attorneys for Defendant

SAPERSTEIN, MAYEDA,  
& GOLDSTEIN

Dated: \_\_\_\_\_, 1994.

By: \_\_\_\_\_

Jack W. Lee  
Attorneys for Plaintiffs

IT IS SO ORDERED.

Dated: \_\_\_\_\_, 1994.

\_\_\_\_\_  
United States District Judge

EXHIBIT A

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

JUNE BARNHART, SUSAN GEROW, )  
MARJORIE RANKIN, HEIDI )  
KAUZLARICH and CARLA BROOKE )  
on behalf of themselves and all )  
other persons similarly situated, )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
SAFEWAY STORES, INC., )  
 )  
Defendants. )

No. CIV-S-92 805 WBS JFM  
STIPULATION  
REGARDING  
PROTECTIVE ORDER

I hereby certify that I have carefully read the Stipulation and Protective Order in the above-captioned case and that I fully understand the terms of the Court's Order. I recognize that I am bound by the terms of that Order, and I agree to comply with those terms. I hereby consent to be subject to the personal jurisdiction of the United States District Court for the Eastern District of California, in

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///  
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respect to any proceedings relative to the enforcement of that Order,  
including any proceeding related to contempt of court.

Dated this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

Executed at \_\_\_\_\_.

---

**Signature**

**Name:**

**Affiliation:**

**Business Address:**

**Home Address:**

## EXHIBIT 7

# REAFFIRMATION POLICY

### **I. Statement of Company Policy and Notice to Company Employees**

#### **A. Equal Employment Opportunity Policy**

It is the continuing policy of the Northern California Division of Safeway Inc. to comply with applicable equal employment laws and to afford equal opportunity for employment to all individuals regardless of race, color, religion, sex, national origin, age, marital status, physical or mental disability and medical condition, and not to discriminate against any employee or applicant because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant is qualified.

#### **B. Affirmative Action Programs**

Safeway Inc. is also a government contractor and complies with Executive Order 11246 regarding affirmative action efforts. Therefore, the Company will take affirmative action to insure that it will: (1) recruit, hire, and promote applicants and employees without regard to race, color, religion, sex, national origin, physical or mental disability, or veteran status; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) insure that promotion decisions are in accord with principles of equal employment opportunity, and (4) insure that benefits, transfers, layoffs, company programs and other terms, conditions and privileges of employment are administered in a non-discriminatory manner.

#### **C. Non-Harassment**

It is the responsibility of supervisors to take action to prevent harassment of all employees.

Sexual harassment will not be tolerated. Sexual harassment may be defined as unwelcome, unwanted and unsolicited non-business like comments, sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Employees violating Safeway's policy will be subject to immediate and appropriate disciplinary action.

#### **D. Responsibility and Accountability**

The successful achievement of this non-discriminatory employment program requires a maximum of cooperation between management and employees. In fulfilling its part in this cooperative effort, management is obligated to lead the way by establishing and implementing affirmative action procedures and practices which will insure our objective; namely, equitable employment opportunity for all.

All employees and prospective employees should be aware that Safeway has a current written Affirmative Action Program, which will be made available for review, upon request, from the District or Department Managers.

Supervisors have been made to understand that their work performance is being evaluated on the basis of their equal employment opportunity efforts and results, as well as other criteria.

I have reappointed Robert S. Carlson, Director - Human Resources for the Division, to continue to monitor the implementation of personnel procedures to guide our Affirmative Action Program and our overall equal employment efforts.

This official is charged with designing and implementing audit and reporting systems that will keep management informed on a quarterly basis of the status of the equal opportunity area.

**II. Internal Complaint and Investigative Procedures**

If you have any questions regarding the Affirmative Action Program or this policy, would like to review it, or feel you have been discriminated against in violation of any of the above policies, please contact your Manager. You may also contact directly the Division's Affirmative Action and Employment Supervisor, Jeff Mason, who is located at 47400 Kato Road, Fremont, California 94538, or (510) 498-2204. This office is open from 8:00 a.m. to 4:30 p.m. The Affirmative Action Program may be viewed any work day upon appointment.

\_\_\_\_\_  
(Senior Vice President and Manager)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Director - Human Resources)

\_\_\_\_\_  
(Date)

Exhibit 8

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

JUNE BARNHART, SUSAN GEROW, )  
MARJORIE RANKIN, HEIDI )  
KAUZLARICH and CARLA BROOKE )  
on behalf of themselves )  
and all other persons )  
similarly situated, )  
 )  
Plaintiffs, )  
v. )  
SAFEWAY STORES, INC., )  
 )  
Defendant. )

No. CIV-S-92-803 WBS JFM

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DEBRA SENDLE, on behalf of )  
herself and all other )  
persons similarly situated, )  
 )  
Plaintiff, )  
v. )  
SAFEWAY STORES, INC., )  
 )  
Defendant. )

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No. CIV-S-93-0175 WBS JFM

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
AND CONSENT DECREE

TO: WOMEN WHO ARE OR HAVE BEEN EMPLOYED BY SAFEWAY INC. ON OR AFTER  
JANUARY 9, 1989, IN A SAFEWAY RETAIL STORE LOCATED WITHIN THE STATE OF  
CALIFORNIA (BUT EXCLUDING BAKERY PRODUCTION EMPLOYEES WHO ARE MEMBERS  
OF THE BAKERS' UNION AND EXCLUDING EMPLOYEES OF THE MEAT AND PHARMACY  
DEPARTMENTS).

///

Safeway, Inc. ("Safeway") has agreed to settle a consolidated employment discrimination class action lawsuit now pending in the United States District Court in Sacramento, California. The lawsuit claimed that Safeway discriminated against female employees at its retail stores operating under the Safeway name and located in the State of California.

- THE PURPOSE OF THIS NOTICE IS TO ADVISE YOU:  
OF THE STATUS OF THE LAWSUIT, INCLUDING A STATEMENT OF YOUR RIGHTS WITH RESPECT TO A PROPOSED SETTLEMENT OF THE CASE
- THAT YOU MAY MAIL A REQUEST FOR CLAIM FORM IN ORDER TO ASSURE THAT THERE IS A RECORD OF YOUR CORRECT CURRENT ADDRESS
- OF THE OPPORTUNITY TO FILE WITH THE COURT AN OBJECTION TO THE SETTLEMENT
- OF THE OPPORTUNITY TO EXCLUDE YOURSELF FROM THIS SETTLEMENT

1. The Affected Class. The following persons may be entitled to receive benefits including a monetary award, established in the proposed settlement:

all former and present female employees who are or have been employed by Safeway on or after January 9, 1989 in its retail stores located within the State of California and in Safeway's Northern California Division, but excluding bakery production employees who are members of the Bakers' Union, and excluding employees of the Meat and Pharmacy Departments of such stores.

2. Terms of Proposed Settlement. Subject to Court approval, the plaintiffs and Safeway have agreed to the entry of a Decree by the Court that establishes promotions goals for certain jobs, job posting procedures, a system to request additional hours and training, a settlement fund, and certain other injunctive relief agreed to in order to satisfy claims of the plaintiffs and class members. This relief will be in final settlement of all claims by the plaintiffs and class members against



Safeway for claims of employment discrimination because of sex that were raised or could have been raised in this case. The general summary of the proposed Decree in this notice does not include all of the terms and conditions of the proposed settlement. The only complete statement of the terms of the proposed settlement is found in the actual Decree provisionally approved by the Court. Copies of the proposed Decree are available for inspection or copying at Class Counsel's address as shown below.

3. Reason for Settlement. The attorneys for the plaintiffs, Class Counsel, have conducted thorough and extensive investigation during the course of this lawsuit. Class Counsel have also researched the applicable law. Because of the expense and length of continued proceedings necessary to prosecute this action through a trial and possible appeals, the uncertain outcome and substantial risks of complex actions such as this case, and because of the terms of the proposed settlement, Class Counsel, in consultation with the plaintiffs representing the class members, have concluded that the terms and conditions of the settlement are fair, reasonable, adequate and in the best interests of the class. Safeway denies any and all wrongdoing or liability but it wishes to avoid further costly, disruptive, and time-consuming litigation and desires to obtain complete and final settlement of plaintiffs' and affected class members' claims.

The fairness and reasonableness of the amount and terms of this settlement are subject to Court approval at the fairness hearing scheduled by the Court.

4. The Settlement Fund. The proposed Decree requires Safeway to establish a settlement fund in the amount of \$5,000,000.00, including

\$130,000.00 for payments to the individual plaintiffs and \$4,870,000.00 for payments to qualified claimants. Apart from the above sum, Class Counsel will be paid \$2,500,000.00 for their work in the case to date and have the right to receive additional compensation for responding to questions about the settlement.

Qualified claimants who timely and properly file claim forms and meet the eligibility requirements established by the Court will be entitled to receive shares of the settlement fund based on criteria contained in the Decree. The exact amount any single claimant may recover cannot be calculated until all claim forms have been received.

5. Claims Procedure. If you are a member of the class, you may file with the Court a request for a claim form to assure that there is a record of your current address. Safeway will be mailing claim forms to all class members who have or at the time of leaving Safeway had been continuously employed for at least six months in a Safeway retail store in California, who held the position of Food Clerk or Nonfood Clerk at any such store at any time between January 9, 1989, and December 31, 1993, and for whom Safeway has a valid, current address. Safeway's records, however, may not contain a correct address. It is your responsibility to assure that a correct address is on file.

6. Binding Effect. The proposed Decree, if finally approved by the Court, will be binding on all class members who do not affirmatively exclude themselves from the settlement, and will bar any such person from seeking relief from Safeway other than that provided for in the Decree for claims of employment discrimination because of sex. Class members may exclude themselves from the terms of the Decree by providing a written statement to the United States District Court Clerk's office, at the

address provided below, with service of copies upon counsel for the plaintiffs and defendant, on or before May 27, 1994. To be effective, that statement must be entitled "Exclusion from Settlement" and must contain the name, mailing address, and social security number of the class member electing exclusion. Class members who timely and effectively elect to exclude themselves from the settlement will not be eligible to receive any payments from the settlement fund and will not be bound by the Decree.

7. Objections to the Consent Decree. If you believe that the proposed Decree should not be finally approved for any reason, you may present your objection at a hearing on June 27, 1994, at 9:00 a.m. at the United States District Court, United States Courthouse, 650 Capitol Mall, Sacramento, California. Any class member who wants to object to the proposed Decree must file an objection and appear at the hearing. The objections must be filed in writing with the United States District Court Clerk's Office, with service of copies upon counsel for the plaintiffs and the defendant, on or before May 27, 1994. Any attorney who represents an individual objecting to the Decree must file a notice of appearance with the Court and serve counsel for all parties on or before the same date.

8. Clerk's Address. The Clerk's address is:

Office of the Clerk  
United States District Court  
650 Capitol Mall  
Sacramento, CA 95814

All requests for claim forms, elections for exclusion from the settlement, or other correspondence must state the name and number of the case: Barnhart v. Safeway Stores, Inc., No. CIV-S-92-803 WBS JFM.

9. Further Information. If you change your address after receiving this Notice, it is your obligation to inform Class Counsel in writing. Failure to report a change of address may result in a qualified

claimant being barred from receiving the benefits of the settlement. If you have any questions about the Decree, you may contact Class Counsel at the following address or call the toll free number listed below:

Jack W. Lee  
Saperstein, Mayeda & Goldstein  
1300 Clay Street, 11th Floor  
Oakland, California 94612  
1-800-621-2112

He or someone from his office who is familiar with this case will talk to you free of charge. Do not call the Court.

YOU MAY OBTAIN A COPY OF THE DECREE AT YOUR EXPENSE. TO OBTAIN A COPY, YOU MUST CONTACT THE OFFICE OF CLASS COUNSEL AT THE ADDRESS SET FORTH ABOVE.

10. Address of Defense Counsel. For purposes of serving copies of any objections or elections for exclusion from settlement, the address for service on counsel for Safeway is:

Trish M. Higgins  
Orrick, Herrington & Sutcliffe  
400 Capitol Mall, Suite 3000  
Sacramento, CA 95814

If the settlement is not approved by the Court, no money will be paid and the case may proceed to trial. However, there is no assurance that any later decision would be in favor of class members, or if it were, that it would be as favorable to the class members as this settlement.

Dated this \_\_\_ day of \_\_\_\_\_, 1994.

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Clerk of Court,  
United States District Court  
Eastern District of California

EXHIBIT 9

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

JUNE BARNHART, SUSAN GEROW, )  
MARJORIE RANKIN, HEIDI )  
KAUZLARICH and CARLA BROOKE )  
on behalf of themselves )  
and all other persons )  
similarly situated, )

Plaintiffs, )

v. )

SAFEWAY STORES, INC., )

Defendant. )

No. CIV-S-92-803 WBS JFM

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DEBRA SENDLE, on behalf of )  
herself and all other )  
persons similarly situated, )

Plaintiff, )

v. )

SAFEWAY STORES, INC., )

Defendant. )

No. CIV-S-93-0175 WBS JFM

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
AND CONSENT DECREE

TO: WOMEN WHO ARE OR HAVE BEEN EMPLOYED BY SAFEWAY INC. ON OR  
AFTER JANUARY 9, 1989, IN A SAFEWAY RETAIL STORE LOCATED  
WITHIN THE STATE OF CALIFORNIA (BUT EXCLUDING BAKERY  
PRODUCTION EMPLOYEES WHO ARE MEMBERS OF THE BAKERS' UNION  
AND EXCLUDING EMPLOYEES OF THE MEAT AND PHARMACY  
DEPARTMENTS) .

Safeway Inc. ("Safeway") has agreed to settle a consolidated employment discrimination class action lawsuit now pending in the United States District Court in Sacramento, California. The lawsuit claimed that Safeway discriminated against female employees at its retail stores operating under the Safeway name and located in the State of California.

1. The Affected Class. If the settlement is finally approved by the Court, the following persons may be entitled to receive benefits:

all former and present female employees who are or have been employed by Safeway on or after January 9, 1989 in its retail stores located within the State of California and in Safeway's Northern California Division, but excluding bakery production employees who are members of the Bakers' Union, and excluding employees of the Meat and Pharmacy Departments of such stores.

2. Terms of Proposed Settlement. Subject to Court approval, the plaintiffs and Safeway have agreed to the entry of a Decree by the Court that establishes promotions goals for certain jobs, job posting procedures, a system to request additional hours and training, a settlement fund, and certain other injunctive relief agreed to in order to satisfy claims of the plaintiffs and class members. This relief will be in final settlement of all claims by the plaintiffs and class members against Safeway for claims of employment discrimination because of sex that were raised or could have been raised in this case. The general summary of the proposed Decree in this notice does not include all of the terms and conditions of the proposed settlement. The only complete statement of the terms of the proposed settlement is found in the actual Decree provisionally

approved by the Court. Copies of the proposed Decree are available for inspection or copying at your expense at Class Counsel's address as shown below.

Because of the expense and length of continued proceedings necessary to prosecute this action through a trial and possible appeals, the uncertain outcome and substantial risks of complex actions such as this case, and because of the terms of the proposed settlement, Class Counsel, in consultation with the plaintiffs representing the class members, have concluded that the terms and conditions of the settlement are fair, reasonable, adequate and in the best interests of the class. Safeway denies any and all wrongdoing or liability but it wishes to avoid further costly, disruptive, and time-consuming litigation and desires to obtain complete and final settlement of plaintiffs' and affected class members' claims.

3. The Settlement Fund. The proposed Decree requires Safeway to establish a settlement fund in the amount of \$5,000,000.00, including \$130,000.00 for payments to the individual plaintiffs and \$4,870,000.00 for payments to qualified claimants. Apart from the above sum, Class Counsel will be paid \$2,500,000.00 for their work in the case to date and have the right to receive additional compensation at their regular hourly rates for responding to questions about the settlement.

Qualified claimants who timely and properly file claim forms and meet the eligibility requirements established by the Court will be entitled to receive shares of the settlement fund based on criteria contained in the Decree. The exact amount any

single claimant may recover cannot be calculated until all claim forms have been received.

4. Claims Procedure. If you are a member of the class, you may file with the Court a request for a claim form to assure that there is a record of your current address. Safeway will be mailing claim forms to all class members who have or at the time of leaving Safeway had been continuously employed for at least six months in a Safeway retail store in California, who held the position of Food Clerk or Nonfood Clerk at any such store at any time between January 9, 1989, and December 31, 1993, and for whom Safeway has a valid, current address. Safeway's records, however, may not contain a correct address. It is your responsibility to assure that a correct address is on file.

5. Binding Effect. The proposed Decree, if finally approved by the Court, will be binding on all class members who do not affirmatively exclude themselves from the settlement, and will bar any such person from seeking relief from Safeway other than that provided for in the Decree for claims of employment discrimination because of sex. Class members may exclude themselves from the terms of the Decree by providing a written statement to the United States District Court Clerk's office, at the address provided below, with service of copies upon counsel for the plaintiffs and defendant, on or before May 27, 1994. To be effective, that statement must be entitled "Exclusion from Settlement" and must contain the name, mailing address, and social security number of the class member electing exclusion. Class members who timely and effectively elect to exclude



themselves from the settlement will not be eligible to receive any payments from the settlement fund and will not be bound by the Decree.

6. Objections to the Consent Decree. The fairness and reasonableness of the amount and terms of this settlement are subject to Court approval at the fairness hearing scheduled by the Court for June 27, 1994. If you believe that the proposed Decree should not be finally approved for any reason, you may present your objection at that hearing at the United States District Court, United States Courthouse, 650 Capitol Mall, Sacramento, California. Any class member who wants to object to the proposed Decree must file an objection and appear at the hearing. The objections must be filed in writing with the United States District Court Clerk's Office, with service of copies upon counsel for the plaintiffs and the defendant, on or before May 27, 1994. Any attorney who represents an individual objecting to the Decree must file a notice of appearance with the Court and serve counsel for all parties on or before the same date.

7. Clerk's Address. The Clerk's address is:

Office of the Clerk  
United States District Court  
650 Capitol Mall  
Sacramento, CA 95814

All requests for claim forms, elections for exclusion from the settlement, or other correspondence must state the name and number of the case: Barnhart v. Safeway Stores, Inc., No. CIV-S-92-803 WBS JFM.

8. Further Information. If you did not receive a copy of this Notice in the mail, or if you change your address

after receiving this Notice, it is your obligation to inform Class Counsel in writing of your current address. Failure to report a change of address may result in a qualified claimant being barred from receiving the benefits of the settlement. If you have any questions about the Decree, you may contact Class Counsel at the following address or call the toll free number listed below:

Jack W. Lee  
Saperstein, Mayeda & Goldstein  
P.O. Box 8060  
San Rafael, CA 94912-8060  
1-800-621-2464

He or someone from his office who is familiar with this case will talk to you free of charge. Do not call the Court.

YOU MAY OBTAIN A COPY OF THE DECREE AT YOUR EXPENSE. TO OBTAIN A COPY, YOU MUST CONTACT THE OFFICE OF THE CLASS COUNSEL AT THE ADDRESS SET FORTH ABOVE.

9. Address of Defense Counsel. For purposes of serving copies of any objections or elections for exclusion from settlement, the address for service on counsel for Safeway is:

Trish M. Higgins  
Orrick, Herrington & Sutcliffe  
400 Capitol Mall, Suite 3000  
Sacramento, CA 95814

If the settlement is not approved by the Court, no money will be paid and the case may proceed to trial. However, there is no assurance that any later decision would be in favor

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of class members, or if it were, that it would be as favorable to  
the class members as this settlement.

Dated this \_\_\_ day of April, 1994.

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Clerk of Court,  
United States District Court  
Eastern District of California