

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

*Kamel, et. al. v. Albertson Companies, Inc.*  
Case No. 2025-007258-CA-01

**If You Received a TEXT MESSAGE from ALBERTSONS COMPANIES, INC OR ITS AFFILIATED BRANDS LIKE SAFEWAY, INC OR STAR MARKETS COMPANY, INC After Requesting Not to Receive Text Messages, You May Be Entitled to a Payment from a Class Action Settlement**

*A Court authorized this Long-Form Notice (“Notice”). You are not being sued. This is not a solicitation from a lawyer.*

- A Settlement<sup>1</sup> has been reached in a class action lawsuit about whether Albertsons Companies, Inc., Star Markets Company, Inc., Safeway, Inc., and any of their affiliated brands and/or subsidiaries<sup>2</sup> (collectively, “ACI” or “Defendant”) sent marketing text messages to telephone numbers after being asked to stop in violation of the Telephone Consumer Protection Act (“TCPA”). Defendant denies the allegations and any wrongdoing. The Court has not decided who is right.
- The Settlement offers payments to Settlement Class Members who file valid Claims.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM</b>	If you are a member of the Settlement Class, you must submit a completed Claim Form to receive a payment. If the Court approves the Settlement and it becomes Final and effective, and you remain in the Settlement Class, you will receive your Claim Settlement Payment by check.
<b>EXCLUDE YOURSELF</b>	You may request to be excluded from the Settlement and, if you do, you will receive no benefits from the Settlement.
<b>OBJECT</b>	Write to the Court if you do not like the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in court about the fairness of the Settlement.
<b>DO NOTHING</b>	You will not receive a payment if you fail to timely submit a completed Claim Form, and you will give up your right to bring your own lawsuit against Defendant about the Claims in this case.

<sup>1</sup> Capitalized terms herein have the same meanings as those defined in the Settlement Agreement, a copy of which may be found online at the Settlement Website.

<sup>2</sup> Albertsons Companies, Inc.’s affiliated brands include ACME<sup>®</sup>, Albertsons<sup>®</sup>, Andronico’s<sup>®</sup>, Balducci’s<sup>®</sup>, Carrs<sup>®</sup>, Haggen<sup>®</sup>, Jewel-Osco<sup>®</sup>, Kings Food Markets<sup>®</sup>, Market Street<sup>®</sup>, Pavilions<sup>®</sup>, Randalls<sup>®</sup>, Safeway<sup>®</sup>, Shaw’s<sup>®</sup>, Star Market<sup>®</sup>, Tom Thumb<sup>®</sup>, and Vons<sup>®</sup>.

**QUESTIONS? CALL (833) 890-4771 OR VISIT**  
**[www.ACItextsettlement.com](http://www.ACItextsettlement.com)**

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying Claim Forms. Please be patient.

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## BASIC INFORMATION

### 1. Why is there a Notice?

A Court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Kamel, et. al. v. Albertsons Companies, Inc.* (the “Action”) Case No.: 2025-007258-CA-01 in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, and about all of your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Hon. **Spencer Eig** a Judge of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida is overseeing this case. The persons who sued, Plaintiffs Anthony Kamel, Linnea Menin, Jasmine Otte and Jennifer Schofield are called the “Plaintiffs.” Albertsons Companies, Inc. is named as the “Defendant”<sup>3</sup> in the Action.

### 2. What is this Action about?

The Action alleges that ACI sent more than one marketing text message to Plaintiffs’ residential wireless telephone number within a 12-month period after Plaintiffs asked ACI to stop doing so in violation of the TCPA, and seeks actual and statutory damages under the TCPA on behalf of the named Plaintiffs and a class of all individuals in the United States.

ACI denies each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the litigation and that the claims in the litigation would be appropriate for class treatment if the litigation were to proceed through trial.

The Plaintiffs’ Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, **[www.ACItextsettlement.com](http://www.ACItextsettlement.com)**. The Settlement resolves the Action. The Court has not decided who is right.

### 3. What is the TCPA?

The TCPA is a federal law that restricts the use of marketing-related text message calls without prior express consent.

### 4. Why is this a class action?

In a class action, one or more persons called the “Class Representatives” (in this case, Plaintiffs) sue on behalf of themselves and other people with similar claims.

All of the people who have claims similar to the Plaintiffs are Settlement Class Members, except for those who exclude themselves from the class.

### 5. Why is there a Settlement?

The Court has not found in favor of either Plaintiffs or Defendant. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Claimants will receive the benefits described in this Notice. Defendant denies all legal claims in this case. Plaintiffs and their lawyers think the proposed Settlement is best for everyone who is affected.

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<sup>3</sup> The Class Action Complaint filed in the Action states that the Defendant includes Albertsons Companies, Inc.’s banners, including “Albertsons, Safeway, Vons, Jewel-Osco, Shaw’s, Acme, Tom Thumb, Randalls, United Supermarkets, Pavilions, Star Market, Haggen, Carrs, King Foods Markets, and Balducci’s Food Lovers Market.”

## WHO IS PART OF THE SETTLEMENT?

### 6. Who is included in the Settlement?

The Settlement includes all persons who received more than one marketing text message on their telephone from Defendant within a 12-month period after having first asked Defendant to stop sending them text messages. Specifically, the Settlement Class is defined as:

**All persons within the United States who, from June 1, 2023 to the date of preliminary approval of this settlement, (1) received two or more unsolicited text messages and/or telemarketing call from Albertsons Companies, Inc., Star Markets Company, Inc., Safeway, Inc. and their affiliates and subsidiaries (collectively “Defendant”), and anyone acting on Defendant’s behalf, (2) other than a message confirming an opt-out request, (3) within any 12-month period, (4) for the purpose of selling Defendant’s products or services, (5) after making a request to Defendant not to receive further text messages, including by texting the word “Stop” or similar opt-out instructions in response to Defendant’s text messages.**

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); and (5) any Settlement Class Member who has timely opted out of this proceeding.

### 7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at **[www.ACItextsettlement.com](http://www.ACItextsettlement.com)** or call the toll-free number, (833) 890-4771. You also may send questions to the Administrator at Kamel et al. vs. Albertsons Companies Inc, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391.

## THE SETTLEMENT BENEFITS

### 8. What does the Settlement provide?

To fully settle and release claims of the Settlement Class Members, Defendant has agreed to pay \$5,950,000 (the “Gross Settlement Fund”). The Gross Settlement Fund will also be used to pay for Notice and Administration Costs of the Settlement, Attorneys’ Fees and Expenses incurred by counsel for the Settlement Class, and a Service Award for Plaintiffs. Each Settlement Class Member who submits a timely, valid, correct and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent a Claim Settlement Check by the Administrator equal to their *pro rata* share of any funds available (estimated to be at least \$100) from the Settlement Fund after all Attorneys’ Fees and Expenses, all Notice and Administration Costs, and any Service Award have been paid. Settlement Class Claimants will be sent their Claim Settlement Payments to the address they submitted on their Claim Form within sixty (60) days following the Effective Date.

**QUESTIONS? CALL (833) 890-4771 OR VISIT  
[www.ACItextsettlement.com](http://www.ACItextsettlement.com)**

## 9. How do I file a Claim?

If you qualify for a Claim Settlement Payment, you must complete and submit a valid Claim Form. You may download a Claim Form at the Settlement Website, **www.ACItextsettlement.com**, or request a Claim Form by calling the Administrator at the toll-free number below. To be valid, a Claim Form must be completed fully and accurately and submitted timely. One Claim is allowed per Settlement Class Member.

You must submit a Claim Form by U.S. mail or through the Settlement Website, and it must be **postmarked by September 10, 2025**.

Please read the Claim Form carefully and provide all the information required. Only one Claim Form may be submitted per Settlement Class Member.

## 10. When will I receive my Claim Settlement Check?

Claim Settlement Payments in the form of a check to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* “Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Defendant on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

## 11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a timely letter by mail to:

Kamel et al. vs. Albertsons Companies Inc.  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

Your Request for Exclusion from the Settlement must: (a) identify the case name; (b) identify the name, address, and telephone number of the Settlement Class Member; (c) identify the telephone number at which the person received a prerecorded voice message from Defendant; (d) be personally signed by the Settlement Class Member requesting exclusion; and (e) contain a statement that indicates a desire to be excluded from the Settlement Class in the Action, such as: “I hereby request that I be excluded from the proposed Settlement Class.”

Your Request for Exclusion must be postmarked no later than **September 10, 2025**. You cannot ask to be excluded on the phone, by email, or at the Settlement Website.

You may opt out of the Settlement Class only for yourself.

## 12. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

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[www.ACItextsettlement.com](http://www.ACItextsettlement.com)**

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

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against Defendant or the Released Parties about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at **www.ACItextsettlement.com**. The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in **Question 15** at no charge to you, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

### 14. If I exclude myself, can I still get a Class Settlement Payment?

No. You will not get a Class Settlement Payment from the Gross Settlement Fund if you exclude yourself from the Settlement.

## THE LAWYERS REPRESENTING YOU

### 15. Do I have a lawyer in the case?

The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Settlement Class.

Michael Eisenband, Esq.  
Eisenband Law, P.A.  
515 E Las Olas Blvd. Suite 120  
Fort Lauderdale, Florida 33301

Manuel S. Hiraldo, Esq.  
Hiraldo P.A.  
401 E. Las Olas Boulevard, Suite 1400  
Ft. Lauderdale, Florida 33301

Anthony Paronich, Esq.  
Paronich Law, P.C.  
350 Lincoln Street, Suite 2400  
Hingham, MA 02043

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

### 16. How will the lawyers be paid?

Class Counsel intends to request up to 40% of the Settlement Fund for Attorneys’ Fees and Expenses up to or \$2,380,000 for fees. Counsel for the Plaintiffs may also apply for reimbursement of expenses up to \$17,500. The fees and expenses awarded by the Court will be paid out of the Gross Settlement Fund. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request a Service Award of up to \$5,000 for each Plaintiff for their service as Class Representative on behalf of the whole Settlement Class. Any Service Award will be paid out of the Gross Settlement Fund.

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## OBJECTING TO THE SETTLEMENT

### 17. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must timely submit a letter that includes the following:

- a. the name of the Action;
- b. the objector's full name, address, and telephone number;
- c. an explanation of the basis on which the objector claims to be a Settlement Class Member;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- g. a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years the objector's counsel;
- h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- l. the objector's signature (an attorney's signature is not sufficient).

If you wish to object, you must file your objection with the Court (using the Court's electronic filing system or in any manner in which the Court accepts filings) and mail your objection to each of the following three (3) addresses, and your objection must be **postmarked by September 10, 2025**.

Clerk of the Court	Class Counsel	Counsel for Defendant
Eleventh Judicial Circuit Miami-Dade County 73 W Flagler St. Miami, FL 33130	Manuel Hiraldo, Esq. Hiraldo, PA 401 East Las Olas Boulevard Suite 1400, Fort Lauderdale, FL 33301	Petrina Hall McDaniel, 1230 Peachtree Street NE, Suite 2200, Atlanta, GA 30309.

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Any Settlement Class Member who files and serves a written objection in accordance with this Section may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline (“Notice of Intention to Appear”); and (b) serves the Notice of Intention to Appear on Class Counsel and Counsel for Defendant by the Objection Deadline.

The Notice of Intention to Appear must include:

- (a) the case name and number;
- (b) the Settlement Class Member’s name, address, telephone number, and signature, and, if represented by counsel, their contact information;
- (c) the telephone number where he or she received a prerecorded voice message from Defendant; and
- (d) copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

#### **18. What is the difference between objecting and asking to be excluded?**

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

### **THE FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and any requests for Attorneys’ Fees and Expenses.

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

The Court has scheduled a Final Approval Hearing on **October 3, 2025, at 3:45 p.m. ET** in Room Virtual Courtroom. The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check **[www.ACItextsettlement.com](http://www.ACItextsettlement.com)** for updates. At this Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for Attorneys’ Fees and Expenses and for a Service Award to each Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

#### **20. Do I have to attend the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the Final Approval Hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time to the proper addresses and it complies with all the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the Final Approval Hearing, but it is not necessary.

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### 21. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, your timely filed objection must include a statement of whether you intend to appear at the Final Approval Hearing (*see* **Question 17** above).

You cannot speak at the Final Approval Hearing if you exclude yourself from the Settlement.

## IF YOU DO NOTHING

### 22. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, meaning you do not file a timely Claim, you will not get benefits from the Settlement. Further, unless you exclude yourself, you will be bound by the judgment entered by the Court.

## GETTING MORE INFORMATION

### 23. How do I get more information or update my address?

This Notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. To update your contact information or for a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at **[www.ACItextsettlement.com](http://www.ACItextsettlement.com)**. You may also write with questions to the Administrator at Kamel et al. vs. Albertsons Companies Inc, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391 or call the toll-free telephone number, **(833) 890-4771**.

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