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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

RICKY DUDLEY, Individually and On)
Behalf of All Others Similarly Situated,)
Plaintiff,)
vs.)
CHRISTIAN W. E. HAUB, et al.,)
Defendants.)

No. 2:11-cv-05196-WJM-MF
CLASS ACTION
[REDACTED] ORDER
PRELIMINARILY APPROVING
SETTLEMENT AND PROVIDING
FOR NOTICE

WHEREAS, an action is pending before this Court styled *Dudley v. Haub*, No. 2:11-cv-05196-WJM-MF (the "Action");

WHEREAS, the parties having made application, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the settlement of this Action, in accordance with a Settlement Agreement dated May 8, 2014, which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Action and for dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Settlement Agreement and the Exhibits annexed thereto; and

WHEREAS, unless otherwise defined, all defined terms herein have the same meanings as set forth in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court does hereby preliminarily approve the Settlement Agreement and the Settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

2. A hearing (the "Settlement Hearing") shall be held before this Court Thursday, December 18, 2014, on _____, 2014 [a date at least 90 days from the Notice Date], at 10:00 a.m ____m., at the Martin Luther King Building & United States Courthouse, 50 Walnut Street, Courtroom MLK 4B, Newark, New Jersey, to determine whether the proposed Settlement of the Action on the terms and conditions provided for in the

Settlement Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court; whether a Judgment as provided in ¶1.11 of the Settlement Agreement should be entered; whether the proposed Plan of Distribution should be approved; to determine any amount of fees and expenses that should be awarded to Lead Counsel and to Lead Plaintiffs for their service to the Class; to hear any objections by Class Members to the Settlement Agreement or Plan of Distribution or any award of fees and expenses to Lead Counsel and to the Lead Plaintiffs; and to consider such other matters as the Court may deem appropriate.

3. Solely for purposes of settlement and pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court grants preliminary certification of a Class defined as all Persons who purchased the publicly-traded securities of The Great Atlantic & Pacific Tea Company, Inc. (“A&P” or the “Company”) between July 23, 2009 and December 10, 2010, inclusive. Excluded from the Class are:

(a) Persons or entities who submit valid and timely requests for exclusion from the Class; and

(b) Defendants, the Company, the officers and directors of the Company at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns and any entity in which Settling Defendants have or had a controlling interest.

4. Pursuant to Rule 23(c) of the Federal Rules of Civil Procedure, the Court appoints the firm Gilardi & Co. LLC (“Claims Administrator”) to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) Within five (5) calendar days after execution of this Order, Settling Defendants will request that A&P cause its transfer agent during the Class Period to provide to the Claims Administrator in a computer-readable format, the last known names and addresses of all A&P shareholders of record during the Class Period. The expense of obtaining and providing such names and addresses shall be paid out of the Settlement Fund, and A&P or its insurer shall be reimbursed from the Settlement Fund for any reasonable expenses paid in obtaining and providing such information;

(b) Not later than August 28, 2014 [a date approximately 14 calendar days after entry of this Order] (the “Notice Date”), Lead Counsel and/or the Claims Administrator shall commence mailing of the Notice and the Proof of Claim and Release form, substantially in the forms annexed as Exhibits A-1 and A-2 hereto, via First-Class Mail to all Class Members who can be identified with reasonable effort and to be posted on its website at www.aandpsecuritiessettlement.com;

(c) Not later than September 9, 2014 [a date approximately 10 calendar days after the Notice Date], the Claims Administrator shall cause the

Summary Notice to be published once in the national edition of *Investor's Business Daily* and once over a national newswire service; and

(d) Not later than November 25, 2014 [a date approximately 21 days prior to the Settlement Hearing], Lead Counsel shall serve on the Settling Defendants' counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing.

5. Nominees who purchased A&P publicly-traded securities for the benefit of another Person during the period from July 23, 2009 to December 10, 2010, inclusive, shall be requested to send the Notice and Proof of Claim and Release form to such beneficial owners of A&P publicly-traded securities within seven (7) calendar days after receipt thereof, or send a list of the names and addresses of such beneficial owners to the Claims Administrator within seven (7) calendar days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice and Proof of Claim and Release form to such beneficial owners.

6. All fees, costs, and expenses incurred in identifying and notifying members of the Class shall be paid from the Settlement Fund and in no event shall Settling Defendants bear any responsibility for such fees, costs, or expenses.

7. All members of the Class (except Persons who request exclusion pursuant to ¶10 below) shall be bound by all determinations and judgments in the litigation concerning the Settlement, including, but not limited to, the releases

provided for therein, whether favorable or unfavorable to the Class, regardless of whether such Persons seek or obtain by any means, including, without limitation, by submitting a Proof of Claim and Release form or any similar document, any distribution from the Settlement Fund or the Net Settlement Fund.

8. Class Members who wish to participate in the Settlement shall complete and submit the Proof of Claim and Release form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proofs of Claim and Release must be submitted no later than *December 2*, 2014 [a date approximately 90 calendar days from the Notice Date]. Any Class Member who does not submit a Proof of Claim and Release within the time provided shall be barred from sharing in the distribution of the proceeds of the Net Settlement Fund, unless otherwise ordered by the Court, but shall nevertheless be bound by any final judgment entered by the Court. Notwithstanding the foregoing, Lead Counsel shall have the discretion to accept late-submitted claims for processing by the Claims Administrator so long as distribution of the Net Settlement Fund is not materially delayed thereby.

9. Any member of the Class may enter an appearance in the Action, at his, her, or its own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Lead Counsel.

10. Any Person falling within the definition of the Class may, upon request, be excluded or “opt out” from the Class. Any such Person must submit to the Claims Administrator a request for exclusion (“Request for Exclusion”), postmarked by November 25, 2014 [a date approximately 21 calendar days prior to the Settlement Hearing]. The Notice shall provide that any Class Member who wishes to exclude himself, herself or itself from the Class must request exclusion in writing within the time and in the manner set forth in the Notice, which shall provide that (a) such request for exclusion from the Class must be mailed or delivered such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing; and (b) that each request for exclusion must (i) state the name, address and telephone number of the Class Member requesting exclusion; (ii) state that such person “requests exclusion from the Class” or words to that effect; (iii) state the date(s), price(s), amount(s) and kind(s) of securities of A&P that such person purchased, sold, or otherwise acquired or disposed of during the Class Period; and (iv) be signed by the Class Member or a representative of the Class Member. A request for exclusion shall not be valid and effective unless it provides all the required information and is received within the time provided or is otherwise accepted by the Court. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall have no rights under the Settlement

Agreement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlement Agreement or any final judgment.

11. The Claims Administrator shall promptly forward copies of all Requests for Exclusion and written revocations of Request for Exclusion to Lead Counsel. Copies of all Requests for Exclusion received, together with copies of all written revocations of Requests for Exclusion, shall be delivered to the Settling Defendants' counsel by Lead Counsel within three (3) business days of receipt by Lead Counsel but in no event later than seven (7) business days before the Settlement Hearing.

12. Any member of the Class may appear and object if he, she, or it has any reason why the proposed Settlement of the Action should not be approved as fair, reasonable and adequate, or why a judgment should not be entered thereon, why the Plan of Distribution should not be approved, why attorneys' fees and expenses should not be awarded to counsel for Lead Plaintiffs or to Lead Plaintiffs for their service to the Class; provided, however, that no Class Member or any other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Judgment to be entered thereon approving the same, or the order approving the Plan of Distribution, or any attorneys' fees and expenses to be awarded to Lead Counsel or to Lead Plaintiffs, unless written objections and copies of any papers and briefs are received by Robbins Geller

Rudman & Dowd LLP, Ted Pintar, 655 West Broadway, Suite 1900, San Diego, CA 92101; Robbins Geller Rudman & Dowd LLP, Samuel H. Rudman, Robert M. Rothman, 58 South Service Road, Suite 200, Melville, NY 11747; O'Melveny & Myers LLP, Allen W. Burton, 7 Times Square, New York, NY 10036; Fox Rothschild LLP, Alan R. Friedman, 100 Park Avenue, Suite 1500, New York, NY 10017; Cravath Swaine & Moore LLP, Gary A. Bornstein, Worldwide Plaza, 825 Eighth Avenue, New York, NY 10019-7416; and Paul Weiss Rifkind Wharton & Garrison LLP, Richard A. Rosen, 1285 Avenue of the Americas, New York, NY 10019; on or before November 25, 2014 [a date approximately 21 calendar days prior to the Settlement Hearing]; and said objections, papers, and briefs are filed with the Clerk of the United States District Court for the District of New Jersey, on or before November 25, 2014 [a date approximately 21 calendar days prior to the Settlement Hearing]. Any member of the Class who does not make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Settlement Agreement, to the Plan of Distribution, and to the award of attorneys' fees and expenses to Lead Counsel or Lead Plaintiffs, unless otherwise ordered by the Court.

13. All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Settlement Agreement and/or further order(s) of the Court.

14. All papers in support of the Settlement, Plan of Distribution, and any application by Lead Counsel or Lead Plaintiffs for attorneys' fees and expenses shall be filed and served no later than November 11, 2014 [a date approximately 35 calendar days prior to the Settlement Hearing] and any reply papers shall be filed and served by December 3, 2014 [a date approximately 10 calendar days prior to the Settlement Hearing].

15. The Released Persons shall have no responsibility for the Plan of Distribution or any application for attorneys' fees or expenses submitted by Lead Counsel or Lead Plaintiffs, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

16. At or after the Settlement Hearing, the Court shall determine whether the Plan of Distribution proposed by Lead Counsel, and any application for attorneys' fees and expenses should be approved.

17. All reasonable expenses incurred in identifying and notifying Class Members as well as administering the Settlement Fund shall be paid as set forth in the Settlement Agreement. In the event the Court does not approve the Settlement,

or it otherwise fails to become effective, neither Lead Plaintiffs nor their counsel shall have any obligation to repay any amounts actually and properly incurred or disbursed pursuant to ¶¶3.6 or 3.7 of the Settlement Agreement.

18. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Settling Defendants or any other Released Persons of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind.

19. All proceedings in the Action are stayed until further order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, neither the Lead Plaintiffs nor any Class Member, either directly, representatively, or in any other capacity shall commence or prosecute against any of the Released Persons any action or proceeding in any court or tribunal asserting any of the Released Claims.

20. The Court reserves the right to alter the time or the date of the Settlement Hearing without further notice to the members of the Class, provided that the time or the date of the Settlement Hearing shall not be set at a time or date earlier than the time and date set forth in ¶2 above, and retains jurisdiction to consider all

further applications arising out of or connected with the proposed Settlement. The Court may

approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Class.

IT IS SO ORDERED.

DATED: Aug 13, 2014

A handwritten signature in black ink, appearing to read "Mark Falk", is written over a rectangular box. The signature is cursive and somewhat stylized.

MARK FALK, U.S.M.J.