

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for the New Jersey Division of Consumer Affairs

By: Robert N. Holup
Deputy Attorney General
(973) 648-7819

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC
SAFETY DIVISION OF CONSUMER AFFAIRS

In the Matter of

WAKEFERN FOOD CORP.,
SHOPRITE SUPERMARKETS, INC.,
and UNION LAKE SUPERMARKET,
LLC,

Respondents.

Administrative Action

CONSENT ORDER

WHEREAS this matter having been opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection (“Division”), as an investigation to ascertain whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -226 (“CFA”), and/or the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1936, as amended by the Health Information Technology for Economic and Clinical Health Act, Pub. L. No. 111-5, 123 Stat. 226, and the Department of Health and Human Services Regulations, 45 C.F.R. § 160 to 180 (collectively, “HIPAA”) have been or are being committed (the “Investigation”) by: Wakefern Food Corp., its officers, directors, managers, employees, representatives and/or agents (collectively, “Wakefern”); ShopRite Supermarkets, Inc., as well as by its owners, officers, directors, shareholders, managers, employees, representatives and/or agents (collectively, “SRS”); and Union Lake Supermarket, LLC, as well as by its owners, officers,

directors, members, managers, employees, representatives and/or agents (collectively, “Union Lake”) (Wakefern, SRS, and Union Lake collectively referred to as “Respondents”);

WHEREAS the Attorney General is charged with the responsibility of enforcing the CFA, and the Director of the Division is charged with administering the CFA on behalf of the Attorney General;

WHEREAS the Attorney General, as *parens patriae* for the State of New Jersey and in its sovereign capacity, may, pursuant to 42 U.S.C. § 1320d-5(d), enforce the provisions of HIPAA;

WHEREAS Wakefern is a Keasbey, New Jersey-based, retailer-owned cooperative comprised of member companies that independently own and operate retail supermarkets (“Cooperative Members”), with some Cooperative Members owning and operating pharmacies within their retail supermarkets;

WHEREAS Union Lake is a Cooperative Member of Wakefern;

WHEREAS SRS is a wholly owned subsidiary of Wakefern;

WHEREAS the Division has alleged that Respondents engaged in conduct in violation of the CFA and HIPAA in connection with the improper handling of ePHI at one pharmacy owned and operated by Union Lake and one pharmacy owned and operated by SRS, affecting approximately 9,739 New Jersey residents;

WHEREAS the Division alleges that Wakefern failed to execute Business Associate Agreements with SRS and the Cooperative Members, including Union Lake, that own and operate pharmacies;

WHEREAS Respondents deny all of the Division’s allegations; and

WHEREAS the Division and Respondents (collectively, the “Parties”) have reached an amicable agreement resolving the issues in controversy and concluding the Investigation without

the need for further action, and Respondents having cooperated with the Investigation and consented to the entry of the within order (“Consent Order”) without admitting any violation of law, and for good cause shown;

IT IS ORDERED AND AGREED as follows:

1. EFFECTIVE DATE

1.1 This Consent Order is effective on the date that it is filed with the Division, which filing date the Division Clerk stamps on the executed Consent Order (“Effective Date”).

2. DEFINITIONS

As used in this Consent Order, the following words or terms shall have the following meanings, which shall apply wherever the words or terms appear in this Consent Order:

2.1 “Attorney General” shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

2.2 “Breach Notification Rule” shall refer to 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and D.

2.3 “Business Associate” shall be defined in accordance with 45 C.F.R. § 160.103.

2.4 “Business Associate Agreement” or “BAA” shall mean the contract or other arrangement required by 45 C.F.R. § 164.502(e)(2) and meets the requirements of 45 C.F.R. § 164.504(e).

2.5 “Covered Entity” shall be defined in accordance with 45 C.F.R. § 160.103.

2.6 “Division” or “Division of Consumer Affairs” shall refer to the New Jersey Division of Consumer Affairs.

2.7 “Electronic Protected Health Information” or “ePHI” shall be defined in accordance with 45 C.F.R. § 160.103.

2.8 “New Jersey” or “State” shall refer to the State of New Jersey.

2.9 “Privacy Rule” shall refer to 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and E.

2.10 “Protected Health Information” or “PHI” shall be defined in accordance with 45 C.F.R. § 106.103.

2.11 “Security Rule” shall refer to 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and C.

3. STIPULATED FACTS

3.1 Wakefern is a New Jersey-based, retailer-owned cooperative comprised of member companies that independently own and operate hundreds of retail supermarkets under the ShopRite brand name and other brand names.

3.2 Wakefern maintains a principal business address at 5000 Riverside Drive, Keasbey, New Jersey 08832.

3.3 SRS is a wholly owned subsidiary of Wakefern that owns and operates 35 retail supermarkets under the ShopRite brand name, some of which contain in-store pharmacies.

3.4 SRS maintains a principal business address at 176 N. Main Street, Florida, New York 10921.

3.5 Union Lake is a Cooperative Member of Wakefern that owns and operates one retail supermarket with an in-store pharmacy under the ShopRite brand name.

3.6 Union Lake maintains a principal business address at 1000 North Pearl Street, Upper Deerfield, New Jersey 08302.

3.7 As part of its business functions, Wakefern offers and provides services to SRS and Cooperative Members in the area of pharmacy support, among other things. SRS and Cooperative Members also benefit from Wakefern's purchasing power.

3.8 In October 2003, Wakefern contracted directly with Ateb, Inc. ("Ateb") for procurement of the Ateb SignatureLine electronic signature capture solution ("Ateb Device") for use at certain SRS and Cooperative Members' retail supermarkets that own and operate in-store pharmacies ("retail supermarket pharmacies"). Upon receipt, Wakefern employees installed the Ateb Devices for some of those retail supermarket pharmacies.

3.9 Among other things, the Ateb Device allowed retail supermarket pharmacies to store customer signatures electronically and confirm customer acknowledgement of the notice of privacy practices (NPP). The Ateb Device also stored other customer information, which may have included a combination of customer names, phone numbers, dates of birth, driver's license numbers, prescription numbers, medication names, dates and times of pick-up or delivery, and customer zip codes.

3.10 The data collected by the Ateb Devices was stored locally on each individual device and periodically backed up to Wakefern's central servers for long-term storage.

3.11 In June 2012, SRS and Cooperative Members began transitioning from the Ateb Device to the McKesson EnterpriseRX system, which also included electronic signature capture functionality. By the beginning of 2014, all SRS and Cooperative Members' retail supermarket pharmacies had discontinued use of the Ateb Devices for their signature capture functionality. Some of the retail supermarket pharmacies continued to use the Ateb Devices for a period of time to track pseudoephedrine (PSE) sales.

3.12 Wakefern provided a voluntary “Electronic Hardware Disposal” option for SRS and Cooperative Members’ retail supermarket pharmacies to dispose of technology hardware that contained ePHI by contacting Wakefern to arrange for proper and secure disposal of such hardware. Around August 2017, SRS requested that Wakefern collect an Ateb Device from an SRS retail supermarket pharmacy located in Kingston, New York (“Kingston Pharmacy”) for disposal. Thereafter, SRS determined that the Ateb Device, which contained customer information for 43 New Jersey residents, previously had been disposed of in a dumpster in February 2016 prior to destruction of any ePHI contained therein.

3.13 In an October 10, 2017 letter to the New Jersey Division of State Police, SRS reported the Kingston Pharmacy data breach and stated that it learned of the incident on August 19, 2017.

3.14 Thereafter, Union Lake determined that the Ateb Device stored at its retail supermarket pharmacy in Millville, New Jersey (“Millville Pharmacy”) had been disposed of in a dumpster on or about June 2016 prior to destruction of any ePHI contained therein.

3.15 In a February 26, 2018 letter to the New Jersey Division of State Police, Union Lake reported the Millville Pharmacy data breach and indicated that it learned of the incident on January 11, 2018.

3.16 At the time of the events discussed in Section 3, Wakefern and SRS or Union Lake did not have executed BAAs.

3.17 Respondents stipulate to the enumerated facts stated in Section 3 for purposes of this Consent Order only.

4. ALLEGED VIOLATIONS OF LAW

4.1 The Division has alleged the following:

- a. At all relevant times set forth in Section 3 above (the “Relevant Time Period”), incorporated herein by reference, SRS and Union Lake were, and continue to be Covered Entities as that term is defined in this Consent Order and pursuant to HIPAA.
- b. During the Relevant Time Period, Wakefern was, and continues to be a Business Associate as to SRS and its Cooperative Members, including Union Lake, as that term is defined in this Consent Order and pursuant to HIPAA.
- c. As Covered Entities, SRS and Union Lake were, and continue to be, required to comply with HIPAA standards governing the privacy and security of PHI and/or ePHI, including, but not limited to the Security Rule and the Privacy Rule.
- d. As a Business Associate, Wakefern was, and continues to be, required to comply with certain HIPAA standards governing the privacy and security of PHI and/or ePHI, including, but not limited to the Security Rule and elements of the Privacy Rule.
- e. Respondents violated the CFA, HIPAA’s Security Rule, and HIPAA’s Privacy Rule when: (i) the Kingston Pharmacy improperly disposed of its Ateb Device in February 2016 and (ii) the Millville Pharmacy improperly disposed of its Ateb Device in June 2016.
- f. Specifically, SRS and Union Lake failed to comply with the Security Rule

and Privacy Rule by:

- failing to review and modify security measures as needed to continue the provision of reasonable and appropriate protection of ePHI in accordance with the implementation specifications of the Security Rule, in violation of 45 C.F.R. §§ 164.306(a) and (e).
- failing to effectively implement policies and procedures addressing the final disposition of ePHI, and hardware or electronic media on which it is stored, at their retail supermarket pharmacies, in violation of 45 C.F.R. § 164.310(d)(2)(i).
- failing to document a satisfactory BAA with their Business Associate, Wakefern, through a written contract or other arrangement that met the applicable requirements of the Privacy Rule and Security Rule, in violation of 45 C.F.R. § 164.504(e)(2) and § 164.308(b)(3).

g. Additionally, Wakefern failed to comply with the Security Rule and Privacy Rule by:

- failing to implement security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level to comply with the Security Rule, in violation of 45 C.F.R. § 164.308(a)(1)(ii)(B).
- failing to document a satisfactory BAA with SRS and Cooperative Members with retail supermarket pharmacies through a written contract or other arrangement that met the applicable requirements of the Privacy Rule and Security Rule, in violation of 45 C.F.R. § 164.504(e)(2) and § 164.308(b)(3).

h. At all relevant times, Respondents have offered for Sale and Sold Merchandise within the meaning of the CFA.

i. Respondents engaged in multiple violations of the CFA by: (i) failing to properly collect and/or properly dispose of the Ateb Devices from the retail

supermarket pharmacies; and (ii) failing to properly provide those operating these pharmacies with appropriate training, policies, procedures, or other administrative safeguards regarding how to properly handle the ePHI contained in the Ateb Devices.

- j. Respondents' failure to ensure the proper handling of the Ateb Devices, which contained approximately 9,739 New Jersey customers' ePHI, constitutes separate and additional unconscionable commercial practices, in violation of CFA, N.J.S.A. 56:8-2.
- k. Respondents' conduct described in Section 4.1 constitute separate and additional unconscionable commercial practices in violation of the CFA, N.J.S.A. 56:8-2.

4.2 Respondents deny the Division's alleged violations of law in Section 4.

5. AGREED-UPON BUSINESS PRACTICES

5.1 Respondents shall not engage in conduct in violation of the CFA and HIPAA, including the Privacy Rule, Breach Notification Rule and/or Security Rule, in connection with the collection, use, disclosure, storage, or disposal of PHI or ePHI.

5.2 Wakefern shall provide a fully executed copy of this Consent Order to all other Cooperative Members that are not signatories herein within fifteen (15) days of the Effective Date.

5.3 Wakefern shall execute a Business Associate Agreement with SRS and with each of its Cooperative Members that operate retail supermarket pharmacies within thirty (30) days of the Effective Date, if not already executed as of the Effective Date.

5.4 Wakefern shall appoint one employee as its chief privacy officer within one

hundred and twenty (120) days of the Effective Date, if not already appointed as of the Effective Date.

5.5 Wakefern agrees to continue providing, to the extent practically possible, SRS's and its Cooperative Members' retail supermarket pharmacies with an option to properly dispose of technology hardware (i.e., its "Electronic Hardware Disposal" option) and to provide a reminder notice at least on an annual basis to SRS's and its Cooperative Members' retail supermarket pharmacies of the availability of the Electronic Hardware Disposal option.

5.6 Wakefern shall provide, to the extent practically possible, SRS and its current Cooperative Members that operate retail supermarket pharmacies, a template breach notification manual. Further, during the two (2) years following the Effective Date, Wakefern agrees to provide such template breach notification manual, updated as needed, to any new Cooperative Members that operate retail supermarket pharmacies during that two-year period.

5.7 Upon request for assistance from SRS or a Cooperative Member that operates a retail supermarket pharmacy, Wakefern shall reasonably assist with the breach notification requirements when SRS or a Cooperative Member determines that its retail supermarket pharmacy has experienced a breach of customer PHI or ePHI that requires notification pursuant to N.J.S.A. 56:8-163.

5.8 Wakefern shall:

- a. Within thirty (30) days of the Effective Date, provide a statement, in writing, to the Division that SRS and all of its Cooperative Members that operate retail supermarket pharmacies have designated a HIPAA privacy officer and HIPAA security officer. This writing shall also include the name(s) of the HIPAA privacy officers and HIPAA security officers for SRS and for each Cooperative Member that operates a retail supermarket pharmacy and the pharmacy location(s) for which each such individual is responsible;

- b. Within ninety (90) days of the Effective Date, make available to SRS and each Cooperative Member that operates a retail supermarket pharmacy an online training for the pharmacies' HIPAA privacy officers and HIPAA security officers on HIPAA, the Security Rule, and the Privacy Rule; and
- c. Within one hundred and fifty (150) days of the Effective Date, ask SRS and each Cooperative Member that operates a retail supermarket pharmacy to self-report whether the pharmacy's HIPAA privacy officer and HIPAA security officer have completed the training referenced in subsection (b) above. If SRS or a Cooperative Member self-reports that the training has not been completed or fails to report to Wakefern, Wakefern shall, in a writing, encourage SRS or the Cooperative Member to utilize the training.

5.9 Within thirty (30) days after the Effective Date, SRS and Union Lake each shall provide a written assurance to the Division that it has a HIPAA privacy officer and HIPAA security officer. This assurance shall include the name(s) of the officer(s) and the retail supermarket pharmacy location(s) within each officer's responsibility. Within one hundred and eighty (180) days after the Effective Date, SRS and Union Lake each shall provide a written assurance to the Division that its respective HIPAA privacy officer and HIPAA security officer completed the online training referenced in Section 5.8(b) above.

5.10 The Parties agree that Wakefern's compliance with the provisions of this Consent Order is not, and shall not be construed as, an assumption by Wakefern of SRS's or any Cooperative Member's legal or other responsibility related to HIPAA compliance or any breach, including but not limited to, adopting and complying with HIPAA policies, HIPAA training, breach discovery, or notifications.

6. SETTLEMENT PAYMENT

6.1 The Parties have agreed to a settlement of the Investigation in the amount of Two Hundred Thirty-Five Thousand and 00/100 Dollars (\$235,000) ("Settlement Payment"), which

consists of Two Hundred Nine Thousand Eight Hundred Fifty-Six and 50/100 Dollars (\$209,856.50) allocated to the Division's civil penalty claims, and Twenty-Five Thousand One Hundred Forty-Three and 50/100 Dollars (\$25,143.50) allocated to the Division's claims for reimbursement of attorneys' fees and investigative costs. The allocation of the Settlement Payment is not a finding or admission by the Respondents of liability for civil penalties or attorneys' fees and investigative costs.

6.2 Respondents shall remit the Settlement Payment within fifteen (15) days after the Effective Date.

6.3 Respondents shall make the Settlement Payment by wire transfer, credit card, or by certified check, cashier's check or money order made payable to the "New Jersey Division of Consumer Affairs" and forwarded to:

Case Initiation and Tracking Unit
New Jersey Department of Law and Public Safety
Division of Consumer Affairs
124 Halsey Street – 7th Floor
P.O. Box 45025
Newark, New Jersey 07101
Attention: Van Mallett, Lead Investigator

6.4 Upon making the Settlement Payment, Respondents shall immediately be fully divested of any interest in, or ownership of, the money paid. All interest in the Settlement Payment, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Division pursuant to the terms herein.

7. GENERAL PROVISIONS

7.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Order.

7.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.

7.3 The Parties have negotiated, jointly drafted, and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

7.4 This Consent Order contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Parties.

7.5 Except as otherwise explicitly provided in this Consent Order, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

7.6 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

7.7 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power, or authority under this Consent Order avoid compliance with this Consent Order.

7.8 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of nor any provision contained in this Consent Order shall constitute or be construed as: (a) an approval, sanction, or authorization by the Attorney General, the Division, or any other governmental unit of the State of any act or practice of Respondents; or (b) an admission by Respondents that they violated the CFA, or HIPAA, including the Privacy Rule, Breach Notification Rule, and/or the Security Rule, or any other federal or State law, administrative rule or regulation, or an express or implied admission of any other matter of fact

or law, or of any liability or wrongdoing.

7.9 This Consent Order is not intended, and shall not be deemed, to constitute evidence or precedent of any kind in any action or proceeding except in: (a) an action or proceeding by one of the Parties to enforce, rescind, or otherwise implement any or all of the terms herein; or (b) an action or proceeding involving a Released Claim (as defined in Section 8) to support a defense of res judicata, collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense.

7.10 The Parties represent and warrant that their signatories to this Consent Order have authority to act for and bind the respective Party.

7.11 Unless otherwise prohibited by law, any signatures by the Parties required for filing of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Consent Order. Electronic signatures shall constitute acceptable, binding signatures for purposes of this Consent Order.

8. RELEASE

8.1 In consideration of the undertakings, mutual promises, and obligations provided for in this Consent Order and conditioned on Respondents' making the Settlement Payment as described in Section 6, the Division hereby agrees to release Respondents from any and all civil claims or causes of action, or consumer-related administrative claims or actions, to the extent permitted by law, which the Division could have brought prior to the Effective Date against Respondents for violations of any consumer protection law administered or enforced by the Division, state common law, CFA, or HIPAA, including the Privacy Rule, Breach Notification Rule, and/or Security Rule, arising out of the Investigation, as well as the matters specifically addressed in this Consent Order ("Released Claims").

8.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) any claims involving Cooperative Members, with the exception of Union Lake; (b) private rights of action; (c) actions to enforce this Consent Order; and (d) any claims against Respondents by any other agency or subdivision of the State except any civil claims or causes of action, or consumer-related administrative claims or actions, arising out of the Investigation as well as the matters specifically addressed in this Consent Order that the Division could have brought but has released in Section 8.1 above.

9. PENALTIES FOR FAILURE TO COMPLY

9.1 The Attorney General (or designated representative) shall have the authority to enforce the provisions of this Consent Order or to seek sanctions for violations hereof or both.

9.2 Prior to filing any action to enforce the provisions of this Consent Order, the Attorney General (or designated representative) shall meet and confer with Wakefern, SRS and/or Union Lake in an attempt to resolve any dispute with respect to compliance with this Consent Order. The Attorney General (or designated representative) shall notify Wakefern, SRS and/or Union Lake in writing of the alleged violation of this Consent Order, and Wakefern, SRS and/or Union Lake shall have fifteen (15) days to respond to the notification. The Attorney General (or designated representative) shall not file any action until the fifteen (15) days expires.

10. COMPLIANCE WITH ALL LAWS

10.1 Except as provided in this Consent Order, no provision herein shall be construed as:

- a. Relieving Respondents of their obligations to comply with all State and federal laws, regulations, or rules, as now constituted or as may hereafter be amended; granting permission to engage in any acts or practices prohibited by any such laws, regulations, or rules; or requiring Respondents to take an action that is prohibited by such laws, regulations, or rules; or

- b. Limiting or expanding any right the Division may otherwise have to obtain information, documents, or testimony from Respondents pursuant to any State or federal law, regulation, or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Respondents may otherwise have pursuant to any State or federal law, regulation, or rule, to oppose any process employed by the Division to obtain such information, documents, or testimony.

11. NOTICES

11.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondents pursuant to this Consent Order shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Division:

Robert N. Holup, Deputy Attorney General
Office of the Attorney General
Department of Law and Public
Safety 124 Halsey Street, 5th Floor
P.O. Box 45028
Newark, New Jersey 07101

For Wakefern:

Allison Berger, Esq.
Senior Vice President, General Counsel
Wakefern Food Corp.
5000 Riverside Drive
Keasbey, New Jersey 08832

For SRS:


Steven Savas
President
ShopRite Supermarkets, Inc.
176 N. Main Street
Florida, New York 10921

For Union Lake:

James Bottino
President
Union Lake Supermarket, LLC
1000 N. Pearl Street
Bridgeton, New Jersey 08302

IT IS ON THE 2nd DAY OF November, 2020 SO ORDERED.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: 

PAUL R. RODRÍGUEZ, ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER ON THE DATES ADJACENT TO THEIR RESPECTIVE SIGNATURES.

FOR THE DIVISION:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: */s/ Robert Holup*
Robert N. Holup
Deputy Attorney General

124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

Dated: October 13, 2020

FOR WAKEFERN FOOD CORP.:

COZEN O'CONNOR

By: _____
Maria Colsey Heard, Esq.
Member

1200 19th Street, NW
Washington, DC 20036

Dated: _____, 2020

WAKFERN FOOD CORP.

By: _____
Allison Berger, Esq.
Senior Vice President, General Counsel

5000 Riverside Drive
Keasbey, New Jersey 08832

Dated: _____, 2020

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER ON THE DATES ADJACENT TO THEIR RESPECTIVE SIGNATURES.

FOR THE DIVISION:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: _____

Robert N. Holup
Deputy Attorney General

124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

Dated: _____, 2020

FOR WAKEFERN FOOD CORP.:

COZEN O'CONNOR

By: _____

Maria Colsey Heard, Esq.
Member

1200 19th Street, NW
Washington, DC 20036

Dated: _____, 2020

WAKFERN FOOD CORP.

By:  _____

Allison Berger, Esq.
Senior Vice President, General Counsel

5000 Riverside Drive
Keasbey, New Jersey 08832

Dated: Oct. 7, 2020

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER ON THE DATES ADJACENT TO THEIR RESPECTIVE SIGNATURES.

FOR THE DIVISION:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: _____

Robert N. Holup
Deputy Attorney General


124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

Dated: _____, 2020

FOR WAKEFERN FOOD CORP.:

COZEN O'CONNOR

By: _____

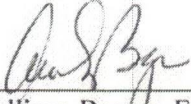

Maria Colsey Heard, Esq.
Member

1200 19th Street, NW
Washington, DC 20036

Dated: Oct. 12, 2020

WAKFERN FOOD CORP.

By: _____


Allison Berger, Esq.
Senior Vice President, General Counsel

5000 Riverside Drive
Keasbey, New Jersey 08832

Dated: Oct. 7, 2020

FOR SHOPRITE SUPERMARKETS, INC.:

MORGAN, LEWIS & BOCKIUS LLP

By: 
W. Reece Hirsch, Esq.
Partner

Dated: October 9, 2020

One Market, Spear Street Tower
San Francisco, California 94105

SHOPRITE SUPERMARKETS, INC.


By: _____
Steven Savas
President

Dated: _____, 2020

176 N. Main Street
Florida, New York 10921

FOR UNION LAKE SUPERMARKET, LLC:

MORGAN, LEWIS & BOCKIUS LLP

By: 
W. Reece Hirsch, Esq.
Partner

Dated: October 9, 2020

One Market, Spear Street Tower
San Francisco, California 94105

UNION LAKE SUPERMARKET, LLC

By: _____
James Bottino
President

Dated: _____, 2020

1000 N. Pearl Street
Bridgeton, New Jersey 08302

FOR SHOPRITE SUPERMARKETS, INC.:

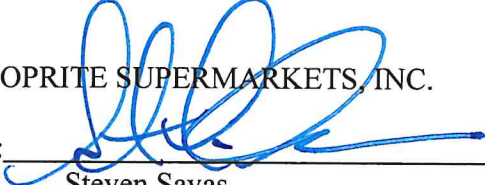
MORGAN, LEWIS & BOCKIUS LLP

By: _____
W. Reece Hirsch, Esq.
Partner

Dated: _____, 2020

One Market, Spear Street Tower
San Francisco, California 94105

SHOPRITE SUPERMARKETS, INC.

By:  _____
Steven Savas
President

Dated: 10/9/ _____, 2020

176 N. Main Street
Florida, New York 10921

FOR UNION LAKE SUPERMARKET, LLC:

MORGAN, LEWIS & BOCKIUS LLP

By: _____
W. Reece Hirsch, Esq.
Partner

Dated: _____, 2020

One Market, Spear Street Tower
San Francisco, California 94105

UNION LAKE SUPERMARKET, LLC

By: _____
James Bottino
President

Dated: _____, 2020

1000 N. Pearl Street
Bridgeton, New Jersey 08302

FOR SHOPRITE SUPERMARKETS, INC.:

MORGAN, LEWIS & BOCKIUS LLP

By: _____

W. Reece Hirsch, Esq.
Partner

One Market, Spear Street Tower
San Francisco, California 94105

Dated: _____, 2020

SHOPRITE SUPERMARKETS, INC.

By: _____

Steven Savas
President

176 N. Main Street
Florida, New York 10921

Dated: _____, 2020

FOR UNION LAKE SUPERMARKET, LLC:

MORGAN, LEWIS & BOCKIUS LLP

By: _____

W. Reece Hirsch, Esq.
Partner

One Market, Spear Street Tower
San Francisco, California 94105

Dated: _____, 2020

UNION LAKE SUPERMARKET, LLC

By:  _____

James Bottino
President

1000 N. Pearl Street
Bridgeton, New Jersey 08302

Dated: 10/9, 2020