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Chester County (Pa.), in a case entitled *Newman Development Group of Pottstown, LLC v. Genuardi's Family Markets, Inc. and Safeway Inc.* On December 19, 2006, the trial court entered a judgment in favor of Newman in the amount of \$0.3 million. On April 25, 2008, the appellate court remanded the case to the trial court for recalculation of damages. On February 25, 2010, the trial court entered a judgment in favor of Newman in the amount of \$18.5 million. Safeway appealed, and on March 18, 2011, the appellate court held that Safeway had waived its right to appeal. The Pennsylvania Supreme Court vacated this order on November 1, 2012. On July 29, 2013, an appellate court panel reversed three key elements of the trial court's damages calculation in Safeway's favor. On August 19, 2014, a rehearing by the appellate court en banc rejected the panel's July 29, 2013 ruling, effectively reinstating the \$18.5 million judgment. The Pennsylvania Supreme Court declined to hear Safeway's appeal on June 24, 2015. In early July 2015, the Company paid the judgment, and the matter is concluded.

Rodman: On June 17, 2011, a customer of Safeway's home delivery business (safeway.com) filed a class action complaint in the United States District Court for the Northern District of California entitled *Rodman v. Safeway Inc.*, alleging that Safeway had inaccurately represented on its home delivery website that the prices paid there were the same as the prices in the brick-and-mortar retail store. Rodman asserted claims for breach of contract and unfair business practices under California law. The court certified a class for the breach of contract claim, but denied class treatment for the California business practices claims. On December 10, 2014, the court ruled that the terms and conditions on Safeway's website should be construed as creating a contractual promise that prices on the website would be the same as in the stores and that Safeway had breached the contract by charging more on the website. On August 31, 2015, the court denied Safeway's affirmative defenses and arguments for limiting liability, and determined that the website registrants since 2006 were entitled to approximately \$31 million in damages (which amount is expected to be reduced to \$23.1 million to correct an error in the court's calculation), plus prejudgment interest. The court has set a trial date of October 5, 2015 to determine whether pre-2006 registrants are entitled to any recovery. The Company has established an estimated liability for these claims, but continues to contest both liability and damages for the remaining claims in the trial court, and expects to contest the other issues on appeal.

Other Commitments

In the ordinary course of business, the Company enters into various supply contracts to purchase products for resale and purchase and service contracts for fixed asset and information technology commitments. These contracts typically include volume commitments or fixed expiration dates, termination provisions and other standard contractual considerations.

NOTE 10—OTHER COMPREHENSIVE INCOME OR LOSS

Total comprehensive earnings are defined as all changes in members' equity during a period, other than those from investments by or distributions to members. Generally, for the Company, total comprehensive income or loss equals net income plus or minus adjustments for pension and other post-retirement liabilities and interest rate swaps. Total comprehensive earnings represent the activity for a period net of tax.