

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. 07-21221-CIV-ALTONAGA/TURNOFF

RENEE BLASZKOWSKI, AMY
HOLLUB, PATRICIA DAVIS, *et al.*,
individually and on behalf of others
similarly situated,

Plaintiffs,

vs.

MARS, INCORPORATED, *et al.*,

Defendants.

Robert J. Alwine II, pursuant to 28 U.S.C. §1746, declares as follows:

1. I am an attorney with the law firm Kenny Nachwalter, P.A. I am over the age of 18 and make this declaration based upon my personal knowledge.
2. I am one of the attorneys of record in the above-styled action for Safeway Inc. ("Safeway") and The Stop & Shop Supermarket Company LLC ("Stop & Shop").
3. On the evening of November 15, 2007, at approximately 7:00 p.m., I received a telephone call from counsel for the plaintiffs, Ms. Catherine MacIvor. During that call Ms. MacIvor stated that while she believed she had a basis to sue Safeway and Stop & Shop in Florida, she nonetheless did not want to spend a lot of time fighting over personal jurisdiction. She then offered to dismiss Safeway and Stop & Shop from the above-styled lawsuit if Safeway and Stop & Shop would agree not to pursue their costs. Ms. MacIvor conditioned her offer on Safeway and Stop & Shop's acceptance before 12:00 p.m. the next day (Friday, November 16, 2007) because she intended to file a motion for leave to amend the complaint on November 16, 2007.

4. At approximately 10:45 a.m. on Friday, November 16, 2007, I telephoned Ms. MacIvor and told her that both Safeway and Stop & Shop accepted her offer. Ms. MacIvor then requested that I send her an e-mail confirming Safeway's and Stop & Shop's acceptance of her offer to voluntarily dismiss them and agreement not to pursue costs.

5. At 10:50 a.m., I sent an e-mail message to Ms. MacIvor accepting her offer to voluntarily dismiss Safeway and Stop & Shop and summarizing the agreement including Safeway and Stop & Shop's agreement not to pursue costs against Ms. MacIvor, her law firm, or the plaintiffs. See Exhibit A. (Attached hereto as Exhibit A is a true and correct copy of e-mail correspondence sent to C. MacIvor on 11/16/07 at 10:50 a.m.).

6. I then telephoned Ms. MacIvor again to confirm that she received the e-mail she requested and asked her when we could expect to see Safeway and Stop & Shop dismissed from this case. Ms. MacIvor stated that she was "printing" the voluntary dismissals and that she would file them later in the afternoon.

7. Each of my conversations with Ms. MacIvor on November 15 and 16, 2007 was very short and directly to the point.

8. Contrary to Ms. MacIvor's statement in her Reply In Support of Plaintiffs' Motion for Leave to Conduct Personal Jurisdiction Discovery and Cross Motion to Strike Portions of Response (D.E. 268), I never indicated to Ms. MacIvor that I "was providing another affidavit indicating that Safeway had several employees in Florida." D.E. 268, at 9. We had no such discussion whatsoever at the time of the dismissal agreement.

9. In fact, the affidavit to which MacIvor is referring was filed on **November 13, 2007** – two days *before* Ms. MacIvor offered to dismiss Safeway and Stop & Shop and three days before Safeway and Stop & Shop accepted Ms. MacIvor's offer. See D.E. 253

(Supplemental Declaration of Laura Donald filed on November 13, 2007); *see also* Exhibit B (Attached hereto as Exhibit B is a true and correct copy of e-mail correspondence sent to C. MacIvor on November 13, 2007 providing Ms. MacIvor with a courtesy copy of the affidavit filed on the same day).

10. Between the evening of November 16 and the evening of November 20, 2007, I was out of the office performing military service with the United States Navy Judge Advocate General's Corp. However, during off hours, I checked my electronic mail messages and electronically scanned correspondence. Ms. MacIvor sent no e-mail messages or correspondence of any kind concerning the voluntary dismissal of Safeway and Stop & Shop.

11. On November 20, 2007 at 8:10 a.m., I sent Ms. MacIvor an e-mail message inquiring about the status of the dismissals of Safeway and Stop & Shop. See Exhibit C (Attached hereto as Exhibit C is a true and correct copy of e-mail correspondence to C. MacIvor). Ms. MacIvor did not reply.

12. On November 21, 2007, I called Ms. MacIvor's office and left a message for Ms. MacIvor concerning the status of the dismissals of Safeway and Stop & Shop. Ms. MacIvor did not reply.

13. On November 27, 2007, after the Thanksgiving holiday, I drafted a letter to Ms. MacIvor again inquiring about the status of Safeway and Stop & Shop's voluntary dismissal, which I transmitted to Ms. MacIvor by e-mail and hand-delivery. See Exhibit D (Attached hereto as Exhibit D is a true and correct copy of correspondence to C. MacIvor). I received no reply until November 30, 2007 after I called Ms. MacIvor once more.

14. On November 30, 2007, I again telephoned Ms. MacIvor's office. For the first time since November 16, 2007, I was able to speak with Ms. MacIvor. However, she only stated

that she would send a letter in response to my November 27th letter and that she would discuss it, if necessary, on Monday December 3, 2007. Later that afternoon, on November 30, 2007, I received the two letters from Ms. MacIvor responding to my November 27th letter. It was in these letters, that I learned for the first time, that Ms. MacIvor had purportedly “reconsider[ed]” the agreement to voluntarily dismiss Safeway and Stop & Shop.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: December 11, 2007



Robert J. Alwine II

EXHIBIT A

From: Robert Alwine
To: cmacivor@mlegal.com
Date: 11/16/2007 10:50:15 AM
Subject: Blaszc v. Mars et al Voluntary Dismissal of Safeway and Stop & Shop

Ms. MacIvor,

This will confirm our conversation in which you have agreed to voluntarily dismiss our clients, Safeway Inc. and The Stop & Shop Supermarket Company LLC. Safeway and Stop & Shop, in exchange, have agreed not to seek to recover their costs incurred from you, your firm, or your clients. Should, however, either Safeway or Stop & Shop be brought back into this litigation, this understanding will not prevent them from seeking costs at that time. I look forward to receiving the voluntary dismissal, which I understand will be filed today. Best regards, Rob Alwine

Robert J. Alwine
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CC: Jimenez, Marcos

EXHIBIT B

From: Robert Alwine
To: cmacivor@mlegal.com
Date: 11/13/2007 9:54:35 AM
Subject: Blaszc Supplemental Declaration from Safeway

Ms. MacIvor,

Attached hereto as a courtesy is a supplemental declaration on behalf of Safeway Inc. that we will be filing today. It addresses the number of Safeway employees in Florida. We do not believe that this alters the jurisdictional analysis in any way. Nonetheless, we will file the supplemental declaration to correct the one sentence in the prior declaration addressing the number of employees. Best regards, Rob Alwine

Robert J. Alwine
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CC: Jimenez, Marcos

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SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. 07-21221-CIV-ALTONAGA/TURNOFF

RENEE BLASZKOWSKI, AMY
HOLLUB, PATRICIA DAVIS, *et al.*,
individually and on behalf of others
similarly situated,

Plaintiffs,

vs.

MARS, INCORPORATED, *et al.*,

Defendants.

Laura A. Donald, pursuant to 28 U.S.C. §1746, declares as follows:

1. I am an Assistant Vice President and Assistant Secretary of Safeway Inc. ("Safeway"). I am over the age of 18 and make this declaration based upon my personal knowledge from information obtained in the course of my duties as Assistant Vice President and Assistant Secretary of Safeway.

2. On September 20, 2007, I submitted a declaration in support of Safeway's motion to dismiss the Corrected Amended Class Action Complaint for lack of personal jurisdiction over Safeway in the State of Florida (the "Declaration").

3. In paragraph 11 of the Declaration, I stated, based on my personal knowledge from information obtained in the course of my duties, that Safeway did not have any employees in the State of Florida. I have since learned that Safeway has three Quality Control Field Specialists ("Field Specialists") and one Financial Planning Analyst Manager, Information Technology ("FPA (IT)") in the State of Florida.

4. The Field Specialists inspect flowers and produce which are imported into the

United States from other countries through third party vendors before continuing on to their ultimate destination outside the State of Florida through third party vendors. The flowers and produce inspected by the Field Specialists are not sold by Safeway in the State of Florida. They are shipped from Florida to locations where Safeway has stores and makes sales to the public. Thus, Safeway has no sales or distribution activity in the State of Florida from the flowers and produce examined by the Field Specialists.

5. The FPA (IT) performs information technology work for Safeway operations in other states but maintains a residence in Florida.

6. The three Field Specialists and one FPA (IT) are not involved in any way with the manufacture, distribution, marketing, advertising, or sale of pet food, or with any other commercial pet food activity whatsoever.

7. Safeway has approximately 171,000 employees in the United States. The four employees described above therefore represent less than .002% of Safeway's total employees.

8. The remainder of the facts recited in the Declaration are true and correct to the best of my knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 2, 2007



Laura A. Donald

EXHIBIT C

From: Robert Alwine
To: CMacIvor@mlegal.com
Date: 11/20/2007 8:10:00 AM
Subject: Blaszc Voluntary Dismissals

Ms. MacIvor,

I have been out of the office for the past few days and am still out. However, reviewing my e-mails remotely, I noticed that Safeway and Stop & Stop do not appear to have been dismissed yet. Could you please let me know by e-mail what the status of that is? Best regards, Rob Alwine

EXHIBIT D

From: Robert Alwine
To: cmacivor@mlegal.com
Date: 11/27/2007 2:22:13 PM
Subject: Blaszkowski Dismissal Correspondence

Ms. MacIvor,

Please see attached. I have not heard from you in some time about the dismissals of Safeway and Stop & Shop. Best regards, Rob Alwine

Robert J. Alwine
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November 27, 2007

VIA HAND DELIVERY AND E-MAIL

Catherine J. MacIvor, Esq.
Maltzman Foreman, P.A.
2300 One Biscayne Tower
2 South Biscayne Boulevard
Miami, FL 33131-1803

Re: *Blazkowski, et al. v. Mars Incorporated, et al.*

Dear Catherine:

On November 15, 2007, you offered to voluntarily dismiss Safeway and Stop & Shop if they would agree not to pursue you or your clients for costs. On November 16, 2007, Safeway and Stop & Shop accepted your offer.

When we last spoke on November 16, you informed me that you were preparing the voluntary dismissals pursuant to our agreement. However, to date the dismissals have not been filed. I have heard nothing from you despite my repeated attempts to contact you last week. Accordingly, for your convenience, I have prepared two notices of voluntary dismissal patterned after the dismissal of Nestle S.A. that you filed on November 16.

Please notify me as soon as possible when you expect to dismiss Safeway and Stop & Shop from this action.

Very truly yours,

Robert J. Alwine, II

RJA:pah/316254.2
Enclosures

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