

IMPORTANT LEGAL NOTICE TO ALL MEMBERS OF THE CLASS  
FORWARD TO CORPORATE HEADQUARTERS/LEGAL COUNSEL

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

IN RE: DAIRY FARMERS OF AMERICA, INC. CHEESE  
ANTITRUST LITIGATION

THIS DOCUMENT RELATES TO:

DIRECT PURCHASER ACTION

Master File No. 09-cv-03690

MDL No. 2031

The Honorable Robert M. Dow

**NOTICE OF PARTIAL SETTLEMENT OF ACTION, AUGUST 19, 2014 HEARING THEREON, AND CLASS MEMBERS' RIGHTS**

TO: All Persons Who Between April 1, 2004 Through December 31, 2006: (1) Purchased A CME Class III Milk Futures Contract; (2) Purchased A CME Cheese Spot Call Contract For Either Blocks Or Barrels; (3) Purchased Cheese Directly From Dairy Farmers of America, Inc. ("DFA") Or Schreiber Foods, Inc. ("Schreiber") Or Made A First Purchase Of Cheese From A First Manufacturer Of Cheese (i.e., A Manufacturer That Transforms Milk Into Cheese) Pursuant To A Contract The Price Term Of Which Specified That The Price Was Based, In Whole Or In Part, On The CME Cheese Spot Call Price (Block Or Barrel Price, Average Price, Specific Price, Price Formula, Collar Price Or Any Variation That Explicitly Referenced The CME Cheese Spot Call Price); Or (4) Purchased Milk Directly From DFA Or Made A First Purchase Of Milk From A First Producer Of Milk (e.g., A Dairy Farmer) That Was Made Pursuant To A Contract The Price Term Of Which Specified That The Price Was Based, In Whole Or In Part, On (i) The CME Cheese Spot Call Price (Block Or Barrel Price, Average Price, Specific Price, Price Formula, Collar Price Or Any Variation That Explicitly Referenced The CME Cheese Spot Call Price); (ii) The CME Class III Milk Futures Price; (iii) The National Agricultural Statistics Service ("NASS") Cheese Price; Or (iv) A Government Milk Formula Price Which Included (i), (ii) Or (iii) As A Component Of Such Government Milk Formula Price. Excluded From The Class Are The Settling Defendants, The Non-Settling Defendants, And Any Parent, Subsidiary, Affiliate, Or Agent Of Any Settling Defendant Or Non-Settling Defendant.

*PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE ABOVE CAPTIONED CLASS ACTION LAWSUIT PENDING IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS. THIS NOTICE ADVISES YOU OF YOUR OPTIONS REGARDING THE CLASS ACTION SETTLEMENT, INCLUDING WHAT YOU MUST DO IF YOU WISH TO SHARE IN THE NET SETTLEMENT FUND.*

*If you are a brokerage firm or trustee through whom Chicago Mercantile Exchange ("CME") Class III milk futures contracts or CME Cheese Spot Call contracts were transacted between April 1, 2004 through December 31, 2006, for customers that are members of the above Class, you should provide the names and last known addresses for such customers to the Settlement Administrator at the address listed below within two weeks of receiving this Notice. The Settlement Administrator will cause copies of this Notice to be forwarded to each customer identified at the address so designated.*

This Notice of the proposed Settlement is being given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of Illinois (the "Court").

The purpose of this Notice is to inform you of your rights in connection with a proposed partial Settlement<sup>1</sup> of the above captioned class action ("Action") with defendants Dairy Farmers of America, Inc. ("DFA"), including former entities Keller's Creamery

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<sup>1</sup> Unless otherwise stated, capitalized terms used herein shall have the same meanings as set forth in the Settlement Agreement dated December 18, 2013.

LP, Keller's Creamery, L.L.C., and Keller's Creamery Management, LLC, Gary Hanman, Gerald Bos, Frank Otis, and Glenn Millar (collectively "Settling Defendants"). The action remains ongoing against another defendant who is **not** part of the Settlement. The Settlement does not relate to or purport to release any claims associated with the Indirect Purchaser Action (except any Direct Purchaser Claims).

In order to resolve the claims against them, the Settling Defendants have transferred forty-six million dollars (\$46,000,000.00) into the Escrow Account. The foregoing payments, plus all interest earned thereon, constitute the Settlement Fund. The Settling Defendants have agreed to further consideration of certain remedial undertakings in order to resolve the claims against them. See II.A.2 below.

**Right To Submit A Proof Of Claim.** Members of the Class may be entitled to share in the Net Settlement Fund if they submit a valid and timely Proof of Claim no later than October 20, 2014. See III.A. below. The Proof of Claim is attached. However, if you are a Member of the Class but do not file a Proof of Claim, you will still be bound by the releases set forth in the Settlement Agreement if the Court enters an order approving the Settlement Agreement. See II.E. below.

**Settlement Hearing and Right to Object.** The Court has scheduled a public fairness hearing for August 19, 2014 at 10:00 a.m. ("Settlement Hearing"). The purpose of the Settlement Hearing is to determine, among other things, whether the proposed Settlement, the Plan of Allocation and the application by Lead Counsel for Class Counsel attorneys' fees and reimbursement of Class Counsel's expenses are fair, reasonable, and adequate. If you do not request exclusion from the Class, then you may object to any aspect of the Settlement, the Plan of Allocation, Class Counsel's request for attorneys' fees and expenses or any other matters. See III.B. below. All objections must be made in accordance with the instructions set forth below and must be filed with the Court and served on counsel for the Parties by July 28, 2014 or they will not be considered. See III.B below.

**Right to Exclude Yourself From The Settlement.** The Court will exclude you from the Settlement if you make a written request for exclusion that includes all information requested in the Request For Exclusion attached hereto and that is received by the Settlement Administrator (Rust Consulting, Inc.) at the address set forth in Section VIII below no later than July 10, 2014. If you exclude yourself from the Settlement, you will not be entitled to share in the Net Settlement Fund or otherwise participate in the Settlement. See III.C. below.

## I. BACKGROUND OF THE LITIGATION

### A. The Nature of This Lawsuit

In this Action, the Direct Purchaser Plaintiffs alleged (a) that DFA, Keller's Creamery LP, Keller's Creamery, L.L.C., Keller's Creamery Management, LLC, Gary Hanman, Gerald Bos, Frank Otis, and Glenn Millar and unnamed co-conspirators, between April 1, 2004 and December 31, 2006 inclusive ("Class Period"), combined, conspired, and agreed to fix or manipulate the prices of CME Class III milk futures contracts, CME Cheese Spot Call contracts, and other contracts the price terms of which were based on the CME Cheese Spot Call price or certain government minimum milk price formulas in violation of the Commodity Exchange Act ("CEA"), 7 U.S.C. §§ 1, *et seq.*, the Racketeering Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961, *et seq.*, the Sherman Act, 15 U.S.C. §§1 and 2 *et seq.*, and the Cartwright Act, California Bus. & Prof. Code §§ 16720, 16750, *et seq.*, and (b) that the aforementioned Defendants also obtained unjust enrichment and are obligated to make restitution under the common law. The Settling Defendants have denied and continue to deny the Direct Purchaser Plaintiffs' claims.

The Defendants have denied and continue to deny the Direct Purchaser Plaintiffs' claims.

### B. Procedural History of the Action

On March 13, 2009, certain Direct Purchaser Plaintiffs filed an initial class action complaint against Settling Defendants in the United States District Court for the Northern District of Illinois.

On February 5, 2010, the Court appointed Lovell Stewart Halebian Jacobson LLP and Wolf Haldenstein Adler Freeman & Herz LLP as co-Lead Counsel for the Direct Purchasers. See Docket No. 61. On March 4, 2010, the Court ordered certain document discovery. In response, the Settling Defendants produced hundreds of thousands of pages of documents, including all documents they previously produced to the Commodity Futures Trading Commission ("CFTC") in *In the Matter of Dairy Farmers of America, Inc., Gary Hanman and Gerald Bos*, and *In the Matter of Frank Otis and Glenn Millar*, CFTC Docket Nos. 09-02 and 09-03 (CFTC Dec. 15, 2008). See Docket No. 75.

The Direct Purchaser Plaintiffs filed a Consolidated Class Action Complaint on March 20, 2010 and subsequently filed a Corrected Consolidated Class Action Complaint on April 9, 2010. See Docket Nos. 79 and 86. The Settling Defendants moved to dismiss the Corrected Consolidated Class Action Complaint on May 19, June 3 and June 9, 2010. See Docket Nos. 98, 100-101, 106 and 110.

On February 4, 2011, the Court granted in part and denied in part Defendants' motions to dismiss the Corrected Consolidated Class Action Complaint. See Docket No. 142; *In re Dairy Farmers of America, Inc. Cheese Antitrust Litig.*, 767 F.Supp.2d 880 (N.D. Ill. 2011). In his ruling, Judge Hibbler: dismissed Direct Purchaser Plaintiffs' RICO claims in their entirety, dismissed the damages claims of all Direct Purchaser Plaintiffs other than Class III milk futures traders and cheese or milk buyers at prices indexed to the CME, and dismissed the monopolization claims of all Direct Purchaser Plaintiffs whose injuries stem from the inflated price of cheese. *Id.*

Commencing in or around May 2011, and concurrent with the conduct of the litigation, Lead Counsel engaged the Settling Defendants in an extensive settlement negotiation process. Such settlement negotiations included the provision of additional documents by the Settling Defendants for settlement purposes only, additional briefing of legal issues by the Parties, and a settlement mediation under the direction of The Honorable Daniel Weinstein (Ret.), including an all-day mediation session on June 29, 2011. Although the mediation session did not conclude in a settlement, the Parties continued their arm's-length negotiations, which included Lead Counsel's extensive review of the voluminous records produced by the Settling Defendants both during discovery and in the course of settlement negotiations, review of records and data produced by third parties, review of expert analysis and deposition transcripts, and other information.

The Direct Purchaser Plaintiffs filed motions for class certification and for a stay of briefing on December 12, 2011. See Docket No. 207. On December 20, 2011, the Court granted the Direct Purchaser Plaintiffs' motion to stay briefing on their motion for class certification and held in abeyance the Direct Purchaser Plaintiffs' motion for class certification. See Docket No. 211.

Plaintiffs filed a Second Amended Consolidated Class Action Complaint dated March 22, 2012, which added a new defendant and also alleged claims under California law, including an alleged violation of the Cartwright Act/California Bus. & Prof. Code §§16720, and 16750, *et seq.* See Docket No. 245. The Court dismissed the Direct Purchaser Plaintiffs' claims against the new defendant for monopolization and attempted monopolization under § 2 of the Sherman Act but permitted all of the remaining claims to proceed to discovery.

A settlement agreement with the Settling Defendants was fully executed by January 14, 2013, based on each party's informed view of the factual and legal risks each faced in the Action. This settlement agreement was revised and the final Settlement Agreement with the Settling Defendants was fully executed by December 18, 2013.

On August 23, 2013, Judge Dow entered an order in response to the Settling Defendants' motion to dismiss the related action filed by alleged Indirect Purchaser Plaintiffs, dismissing many of the Indirect Purchaser Plaintiffs' claims. Specifically, Judge Dow: dismissed all federal claims alleged by the Indirect Purchaser Plaintiffs, dismissed the Indirect Purchaser Plaintiffs' state law claims for all but four states, and reserved ruling on the state law claims in the remaining states pending a determination of his continued jurisdiction over the claims. On November 15, 2013, the Court entered an order modifying the prior appointment of Lovell Stewart and Wolf as co-lead counsel [Docket Nos. 61 and 63] and appointing Lovell Stewart as sole lead counsel for the direct purchasers. Docket No. 413.

At this time, the Direct Purchaser Plaintiffs have not proven their assertions. The Direct Purchaser Plaintiffs believe they have meritorious claims against the Settling Defendants, and the Settling Defendants believe that they have meritorious defenses to the Direct Purchaser Plaintiffs' claims. Lead Counsel have concluded that a settlement with the Settling Defendants is in the best interests of the Direct Purchaser Plaintiffs and the Class. The Settlement provides substantial and immediate benefit to Class Members and avoids the risks that liability or damages might not be proven at trial. Accordingly, Lead Counsel have recommended that the Court approve the proposed Settlement and urge Class Members to file a Proof of Claim.

The Court expresses no opinion whether Direct Purchaser Plaintiffs' allegations are correct or whether any Defendant is liable to Direct Purchaser Plaintiffs for the conduct alleged in the Action.

C. The Class

The Class certified by the Court for settlement purposes is defined as:

All persons who between April 1, 2004 through December 31, 2006: (1) purchased a CME Class III milk futures contract; (2) purchased a CME Cheese Spot Call contract for either blocks or barrels; (3) purchased cheese directly from Dairy Farmers of America, Inc. ("DFA") or Schreiber Foods, Inc. ("Schreiber") or made a first purchase of cheese from a first manufacturer of cheese (*i.e.*, a manufacturer that transforms milk into cheese) pursuant to a contract the price term of which specified that the price was based, in whole or in part, on the CME Cheese Spot Call price (block or barrel price, average price, specific price, price formula, collar price or any variation that explicitly referenced the CME Cheese Spot Call price); or (4) purchased milk directly from DFA or made a first purchase of milk from a first producer of milk (*e.g.*, a dairy farmer) that was made pursuant to a contract the price term of which specified that the price was based, in whole or in part, on (i) the CME Cheese Spot Call price (block or barrel price, average price, specific price, price formula, collar price or any variation that explicitly referenced the CME Cheese Spot Call price); (ii) the CME Class III milk futures price; (iii) the National Agricultural Statistics Service ("NASS") cheese price; or (iv) a government milk formula price which included (i), (ii) or (iii) as a component of such government milk formula price. Excluded from the Class are the Settling Defendants, the Non-Settling Defendants, and any parent, subsidiary, affiliate, or agent of any Settling Defendant or Non-Settling Defendant.<sup>2</sup>

II. **SUMMARY OF THE PROPOSED SETTLEMENT**

On behalf of the Class, the Direct Purchaser Plaintiffs entered into the Settlement by December 18, 2013. The following description of the proposed Settlement is only a summary. This description and this entire Notice are qualified in their entirety by the Settlement Agreement and the exhibits thereto, which are on file with the Court at the address indicated in this Notice and are available at the official Settlement website at [www.DairyFarmersDirectPurchaserAction.com](http://www.DairyFarmersDirectPurchaserAction.com).

A. The Settlement Consideration

The Settling Defendants have agreed to provide the following consideration in order to resolve the claims against them:

1. Payment

Defendant Dairy Farmers of America, Inc. has paid, by wire transfer, into the Escrow Account the sum of forty-six million dollars (\$46,000,000.00).

2. Remedial Undertaking

DFA undertakes, and its successors and assigns shall be bound to undertake, the following remedial measures:

a. Implementation of Policies and Guidelines. DFA will implement or continue to maintain the following policies or guidelines: (a) Commodity Trading Policy; (b) periodic Commodity Trading Compliance Training as reflected in the presentation dated January 23, 2012; (c) Inventory Risk Management Policy; and (d) an "Oversight Committee" for the Inventory Risk Management Policy.

b. Implementation of Compliance and Ethics Program. DFA will implement and maintain a compliance and ethics program designed to detect and prevent violations of the Commodity Exchange Act ("CEA").

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<sup>2</sup> The remaining non-settling defendant is being allowed, provisionally, to submit a proof of claim by which it would seek to participate in the distribution of the proceeds from the Settlement. Direct Purchaser Plaintiffs oppose the participation by the non-settling defendant in the distribution of the proceeds of the Settlement. The Court may determine to allow or disallow the non-settling defendant's proof of claim and participation, in whole or in part, in the distribution of the proceeds of the Settlement. You should follow the Settlement website for any further information or Court rulings that may relate to the non-settling defendant's participating in receiving the proceeds of the Settlement.

c. **No Manipulation.** DFA will not transact in Class III milk futures contracts or Cheese Spot Call contracts, both listed on the Chicago Mercantile Exchange ("CME"), with the specific intent to manipulate the prices of such contracts. For a period of two (2) years from the Effective Date of the Settlement, DFA will (a) only transact in such futures contracts for legitimate business purposes; and (b) buy or sell CME Cheese Spot Call contracts only after the proposed transaction is reviewed and approved by at least two (2) officers of DFA.

3. **Contribution Waiver**

The Settling Defendants agree not to seek contribution or indemnification from any other Person, including Non-Settling Defendants, for the attorneys' fees, costs or the Payment incurred herein. Notwithstanding the foregoing, if any Person sues a Settling Defendant for contribution or indemnification arising from the Released Claims, the preceding limitation does not apply as to that Person.

4. **Reversion Waiver**

The Settling Defendants agree that they shall not be entitled to any reversion of any funds in the event that the Settlement Agreement becomes final as set forth in Section 13 of the Settlement Agreement. If for any reason the Settlement Agreement is not approved by the Court, is terminated under the terms of the Settlement Agreement, or the Effective Date does not occur for any reason, then the Settling Defendants shall be entitled to the reversion of the entire Payment less all funds expended or incurred for Class Notice pursuant to Section 5(b) of the Settlement Agreement or ordered by the Court pursuant to Section 14(a) of the Settlement Agreement.

B. **The Parties' Potential Rights To Terminate The Settlement**

1. **DFA's Potential Right to Terminate**

Sections 17(a)-(c) of the Settlement Agreement describe DFA's right to terminate if certain conditions anticipated by the Parties are not satisfied. These conditions are set forth in Section 17(a) of the Settlement Agreement. With respect to each such condition, DFA has the right (as qualified in the Settlement Agreement), but not the obligation, to exercise, in its sole discretion, a termination notice if the condition is not satisfied.

2. **Direct Purchaser Plaintiffs' Potential Right To Terminate**

Sections 17(d)-(e) of the Settlement Agreement describes the Direct Purchaser Plaintiffs' right to terminate if certain conditions anticipated by the Parties are not satisfied. These conditions are set forth in Sections 17(d)-(e) of the Settlement Agreement. With respect to each such condition, the Direct Purchaser Plaintiffs have the right (as qualified in the Settlement Agreement), but not the obligation, to exercise, in their sole discretion, a termination notice if the condition is not satisfied.

C. **Protection Against Contribution**

Section 10(a) of the Settlement Agreement provides that "Lead Counsel shall request that the following language be included in the Final Judgment: There shall be no right of contribution between the Non-Settling Defendants and the Settling Defendants based on their potential, alleged or actual status as joint tortfeasors or co-conspirators with respect to the Released Claims (any claim for such being a "Contribution Claim"). Notwithstanding the foregoing, should any court determine any Non-Settling Defendant is/was legally entitled to contribution from any Settling Defendant with respect to a Contribution Claim, then any money judgment subsequently obtained by the Direct Purchaser Plaintiffs against such Non-Settling Defendant shall be reduced to an amount such that, upon paying the entire amount, the Non Settling Defendant would have no Contribution Claim against any Settling Defendant."

D. **Plan Of Allocation**

A copy of the Plan of Allocation is attached hereto. The Plan of Allocation is also available for review on the official Settlement website at [www.DairyFarmersDirectPurchaserAction.com](http://www.DairyFarmersDirectPurchaserAction.com).

Generally, the Plan of Allocation provides that (a) 92.5% of the Net Settlement Fund shall be distributed to eligible Class

members based on Plaintiffs' experts' artificiality estimates for qualifying transactions during the time period May 4, 2004 and June 25, 2004 and the time period September 1, 2004 and October 1, 2004 and (b) 7.5% of the Net Settlement Fund shall be distributed to eligible Class members based on total dollar volumes of qualifying transactions during the time period April 1, 2004 through May 3, 2004, the time period June 26, 2004 through August 31, 2004 and the time period October 2, 2004 through December 31, 2006. Please review the Plan of Allocation for further details.

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Examples of potential computations under the Plan of Allocation are available on the Settlement website at [www.DairyFarmersDirectPurchaserAction.com](http://www.DairyFarmersDirectPurchaserAction.com).

The Plan of Allocation may be changed by the Court without providing further notice.

**E. The Releases, Discharge And Covenant Not To Sue**

**IF YOU HAVE NOT BEEN EXCLUDED FROM THE CLASS, WHEN THE SETTLEMENT BECOMES FINAL YOU WILL BE RELEASING THE SETTLING DEFENDANTS FOR THE CLAIMS DESCRIBED BELOW, AND YOU WILL BE BOUND BY THE RELEASES IN THE SETTLEMENT AGREEMENT INCLUDING THE COVENANT NOT TO SUE—EVEN IF YOU DO NOT FILE A PROOF OF CLAIM.**

In exchange for the consideration provided by the Settling Defendant, Members of the Class will release their claims against the Settling Defendants arising in any way from the nucleus of operative facts alleged or at issue or underlying the Action, whether or not asserted in the Action as is more fully set forth below.

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(a) As an express and material condition of this Settlement Agreement, upon the Effective Date, the Direct Purchaser Plaintiffs and Class Members shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally and forever released and discharged the Released Parties from, and shall covenant not to sue the Released Parties for or with respect to the Released Claims, which shall be defined as all manner of claims, rights, demands, actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, extents, executions, and causes of action, whether class, individual, or otherwise in nature, damages, whenever incurred, and liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, whether known or unknown, suspected or unsuspected, whether concealed or hidden, whether asserted or which could have been asserted in the Action, or in law, admiralty or equity, that the Class Members or any of them, individually, or as a class (whether or not they make a claim upon or participate in the Settlement Fund), ever had, now have or hereafter can, shall or may have, against the Released Parties arising from or related to the Settling Defendants' conduct alleged in the Action with respect to Direct Purchaser Claims. Provided, however, that this release shall not include any claims asserted by the named plaintiffs or the proposed class in the Indirect Purchaser Action except for any Direct Purchaser Claims.

(b) Except for any claims to enforce this Settlement Agreement, each Direct Purchaser Plaintiff, Class Member and Released Party hereby expressly and completely waives and releases any and all rights or benefits with respect to Released Claims which he, she or it has or may have under Section 1542 of the California Civil Code, and any similar provision in any other jurisdiction. Section 1542 provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Each Direct Purchaser Plaintiff, Class Member and Released Party expressly waives all of these rights with respect to Released Claims notwithstanding that each may hereafter discover facts other than or different from those which he, she, or it knows, believes, or suspects with respect to the subject matter of this Agreement. Nevertheless, it is the intention of each Direct Purchaser Plaintiff, Class Member and Released Party, through this Settlement Agreement, and with the ability to seek independent advice of counsel, to fully, finally and forever settle and release all claims released pursuant to Sections 6(a) or 6(b), as applicable. In furtherance of such intention, the releases herein given by the Direct Purchaser Plaintiffs shall be and remain in effect as full and complete releases of the Action solely as to the Settling Defendants (but not as to the Non-Settling Defendants), notwithstanding the later discovery or existence of any such additional or different facts relative hereto or the later discovery of any such additional or different claims that would fall

within the scope of the release provided in Section 6(a) of this Settlement Agreement, as if such facts or claims had been known at the time of this release.

(c) Upon the occurrence of the Effective Date, the Released Parties shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally and forever released and discharged the Direct Purchaser Plaintiffs and Class Counsel from, and shall covenant not to sue the Direct Purchaser Plaintiffs and Class Counsel for or with respect to, all manner of claims, rights, demands, actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, extents, executions, and causes of action, damages, whenever incurred, and liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees whether known or unknown, suspected or unsuspected, whether concealed or hidden, or in law, admiralty or equity, that the Released Parties or any of them ever had, now have or hereafter can, shall or may have, against the Direct Purchaser Plaintiffs and Class Counsel to the extent of the Released Claims.

(d) In no event shall this Settlement Agreement release or purport to release any claims against any Non-Settling Defendant, any claims asserted by the named plaintiffs or class in the Indirect Purchaser Action (except for any Direct Purchaser Claims) or any claims to enforce this Settlement Agreement. Further, the release, discharge and covenant not to sue set forth in this Settlement Agreement include only Direct Purchaser Claims.

**F. Changes Or Further Orders By The Court**

Any change by the Court in the Plan of Allocation, in the time and place of the Settlement Hearing, or in any other matter and all further orders or requirements by the Court will be posted on the Settlement website at [www.DairyFarmersDirectPurchaserAction.com](http://www.DairyFarmersDirectPurchaserAction.com) as soon as practicable. It is important that you refer to the Settlement website as no other notice of such changes may be published.

**III. YOUR OPTIONS**

**A. Submit A Proof Of Claim**

As a Member of the Class, you may be entitled to share in the Net Settlement Fund if you submit a valid and timely Proof of Claim, in the form attached hereto, demonstrating that you have an Allowed Claim (as defined in the Plan of Allocation). An important aspect of the Settlement is that the Settling Defendants are not entitled to any reversion of the Settlement Fund if the Effective Date occurs. See II.A.4 above.

**B. Object To The Settlement**

Any Member of the Class who does not request to be excluded from the Settlement may appear at the Settlement Hearing in person or by counsel and may be heard, to the extent allowed by the Court, either in support of or in opposition to the fairness, reasonableness, and adequacy of the Settlement Agreement or any related matter (including the request for attorneys' fees, the Plan of Allocation or any other matter).

However, no person shall be heard in opposition to the Settlement Agreement, and no papers or briefs submitted by or on behalf of any such person shall be accepted or considered by the Court, unless, by July 28, 2014, such person files the following with the Court and serves the same on or before such filing by hand or overnight mail on the Lead Counsel and counsel for Defendants: (i) if a Member of the Class intends to appear and be heard at the Settlement Hearing, a written notice of intention to appear; (ii) proof of membership in the Class; (iii) a detailed statement of the objections to any matters before the Court; (iv) a statement advising of any court proceeding in which said objector has made an objection to a proposed class action settlement within the past three years, including case name, docket number, and court; (v) if a Member of the Class intends to appear and be heard at the Settlement Hearing, the grounds or reasons why the Member of the Class desires to appear and be heard; and, (vi) all documents or writings the Member of the Class desires the Court to consider.

Court		Lead Counsel for Direct Purchaser Plaintiffs	
United States District Court for the Northern District of Illinois Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street Chicago, IL 60604		Christopher Lovell <b>Lovell Stewart Halebian Jacobson LLP</b> 61 Broadway, Suite 501 New York, New York 10006	
Counsel for Defendants			
William M. Hannay <b>Schiff Hardin LLP</b> 233 South Wacker Drive, Suite 6600 Chicago, Illinois 60606	Amanda J. Metts <b>McDermott Will &amp; Emery LLP</b> 227 W. Monroe Street Chicago, Illinois 60606	Ellen M. Wheeler <b>Foley &amp; Lardner</b> 321 North Clark Street, Suite 2800 Chicago, Illinois 60654	Glenn R. Reichardt <b>K&amp;L Gates LLP</b> 1601 K Street, NW Washington, D.C. 20006

### C. Request To Be Excluded From The Settlement

To exclude yourself from the Class, you must submit a written request that includes all information requested in the Request for Exclusion attached hereto. Requests for exclusion that do not include all of the requested information will be invalid.

Requests for exclusion from the Settlement must be sent by First-Class mail (preferably certified mail) to Lead Counsel, counsel for Defendants (see addresses in "B" above) and the Settlement Administrator (see address in Section VIII below). Requests for exclusion must be received no later than July 10, 2014.

If you exclude yourself from the Class, you will not be bound by the Settlement Agreement and can independently pursue claims you may have against the Settling Defendants at your own expense. However, if you exclude yourself, you will not be eligible to share in the Net Settlement Fund.

### IV. PROOF OF CLAIM

The Proof of Claim, which includes instructions on how and when to make a claim, is attached hereto. You should read the Settlement Agreement and Proof of Claim carefully before submitting your Proof of Claim or determining another course of action.

### V. ATTORNEYS' FEES, COSTS AND INCENTIVE AWARDS

A. To date, the attorneys representing the Direct Purchaser Plaintiffs and the Class in this Action have not received payment for their services or reimbursement for their expenses. Class Members are not personally responsible for payment of attorneys' fees or expenses. As compensation for their time and their risk in prosecuting the litigation on a wholly contingent fee basis for three-plus years, Lead Counsel will ask the Court for an award of attorneys' fees in the amount of one-third of the Settlement Fund, as a common fund, and for reimbursement of their costs and expenses in the amount of no more than \$600,000.00—all to be deducted from the Settlement Fund.

B. At the time the Net Settlement Fund is distributed to Class Members, the Direct Purchaser Plaintiffs will seek reimbursement of their own expenses and compensation for their time devoted to this litigation in the aggregate amount of no more than \$60,000.00 to be paid from the Settlement Fund. A separate notice of this application and an opportunity to object will later be provided to Class Members who submit approved Proofs of Claims.

### VI. SETTLEMENT HEARING AND THE RIGHT TO OBJECT

The Court has scheduled a Settlement Hearing for August 19, 2014 at 10:00 a.m. to be held at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois, Courtroom 1919. At the Settlement Hearing, the Court will determine if the proposed Settlement is fair, reasonable, and adequate. The Court will also consider Lead Counsel's request for attorneys' fees and reimbursement of litigation expenses. See V.A. above.

The time and date of the Settlement Hearing may be continued from time to time without further notice and you are advised to confirm the time and location if you wish to attend; as soon as practicable after any change in the scheduled date and time, such change will be posted on the Settlement website [www.DairyFarmersDirectPurchaserAction.com](http://www.DairyFarmersDirectPurchaserAction.com). If you are a Member of the Class who

has not requested to be excluded from the Settlement, you are entitled to appear, in person or through duly authorized attorneys, and to show cause why the Settlement or other applications should or should not be approved. See III.B. above.

**VII. CHANGE OF ADDRESS**

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please enter your current information online at [www.DairyFarmersDirectPurchaserAction.com](http://www.DairyFarmersDirectPurchaserAction.com), or send it to the Settlement Administrator at the address set forth in VIII. below.

**VIII. THE SETTLEMENT ADMINISTRATOR**

The Court has appointed Rust Consulting, Inc. as the Settlement Administrator. Among other things, the Settlement Administrator is responsible for providing notice of the Settlement to the Class and processing Proof of Claim forms. You may contact the Settlement Administrator through the Settlement website ([www.DairyFarmersDirectPurchaserAction.com](http://www.DairyFarmersDirectPurchaserAction.com)), by telephone toll free at 1 (866) 403-1828, or by writing to the Settlement Administrator at this address:

Dairy Farmers of America, Inc. Cheese Antitrust Litigation Settlement  
c/o Rust Consulting, Inc.  
P.O. Box 2428  
Faribault, MN 55021-9128

**IX. ADDITIONAL INFORMATION**

The Settlement Agreement and other important documents related to this Action are available online at [www.DairyFarmersDirectPurchaserAction.com](http://www.DairyFarmersDirectPurchaserAction.com) and are also available for review during normal business hours at the office of the Clerk of Court, United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, Illinois 60604. If you have questions about this Notice, the procedure for registering, or the Settlement Agreement, you may contact Lead Counsel at the address listed in III.B. above.

**DO NOT CONTACT THE JUDGE OR THE CLERK OF THE COURT**

Dated: March 17, 2014

**BY ORDER OF THE COURT**  
Clerk of the United States District Court  
Northern District of Illinois