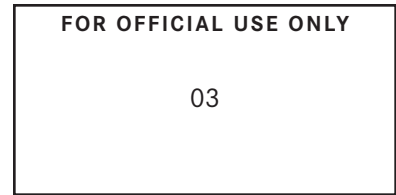


**IMPORTANT LEGAL MATERIALS**



**CLAIM FORM**

*In re Mushroom Direct Purchaser Antitrust Litigation*  
*United States District Court for the Eastern District of Pennsylvania*  
**Master Docket No. 06-cv-620 (BMS)**

**PROOF OF CLAIM AND RELEASE**

**INSTRUCTIONS – PLEASE READ CAREFULLY**

**I. INTRODUCTION**

- A.** By Order dated January 9, 2020, the Court in this case finally approved the following Settlements negotiated by Direct Purchaser Class counsel:
  - a. Certain Defendants<sup>1</sup> for \$28,000,000 (in three installments over the course of two calendar years);
  - b. M.D. Basciani & Sons, Inc. (“Basciani”) for \$4,000,000 (in three installments over the course of two calendar years);
  - c. Franklin Organic Mushroom Farms, Inc., formerly known as Franklin Farms, Inc. (“Franklin”) for \$975,000;
  - d. Mario Cutone Mushroom Co., Inc. (“Cutone”) for \$375,000;
  - e. J-M Farms, Inc. (“J-M”) for \$200,000;
  - f. Cardile Mushrooms, Inc. and Cardile Brothers Mushroom Packaging, Inc. (collectively “CMI”) for \$100,000;
  - g. Mushroom Alliance, Inc. (“the Mushroom Alliance”) for \$50,000.

The Court previously approved settlements with several other defendants.<sup>2</sup> The total value of all of the Direct Purchaser class settlements in this case is \$45,575,000 plus interest (the “Settlement Fund”).

- B.** You may have been mailed a Notice of Proposed Settlements of Class Action or viewed published notice in the October issue of *Progressive Grocer* (“Settlement Notice”). The Settlement Notice summarized the litigation and the terms of the Settlements. A copy of the Court’s Order preliminarily approving the Settlements and the Settlement Notice is available at [www.garwingerstein.com](http://www.garwingerstein.com). A copy of the Court’s Order finally approving these Settlements is now available at [www.garwingerstein.com](http://www.garwingerstein.com).
- C.** The purpose of this Proof of Claim and Release is to allow you to participate in the distribution of the Settlement Fund, net of any Court approved attorneys’ fees, expenses, incentive awards, and claims administration costs (the “Net Settlement

<sup>1</sup> “Certain Defendants” are Eastern Mushroom Marketing Cooperative, Inc. (“EMMC”); Robert A. Ferranto, Jr. t/a Bella Mushroom Farms; Brownstone Mushroom Farms, Inc.; To-Jo Fresh Mushrooms, Inc.; Country Fresh Mushroom Co.; Gino Gaspari & Sons, Inc.; Gaspari Mushroom Co., Inc.; Kaolin Mushroom Farms, Inc.; South Mill Mushroom Sales, Inc.; Modern Mushroom Farms, Inc.; Sher-Rockee Mushroom Farm, LLC; C&C Carriage Mushroom Co.; Phillips Mushroom Farms, Inc.; Louis M. Marson, Jr., Inc.; Monterey Mushrooms, Inc.; Forest Mushroom, Inc.; Harvest Fresh Farms, Inc.; Leone Pizzini and Son, Inc.; LRP-M Mushrooms LLC; United Farm Cooperative, Inc.; Masha & Toto, Inc., trading as M&T Mushrooms; Oakshire Mushroom Farm, Inc.; W&P Mushroom, Inc.; and John Pia.

<sup>2</sup> The Court previously granted final approval of settlements with Giorgi Mushroom Co. and Giorgio Foods, Inc. (together, “Giorgi”) for \$11,500,000, Kitchen Pride Mushroom Farms, Inc. (“Kitchen Pride”) for \$125,000, and Creekside Mushrooms Ltd. (“Creekside”) for \$250,000. Class Plaintiffs moved for final approval of the Giorgi, Creekside and Kitchen Pride settlements on September 7, 2018. On September 28, 2018, the Court finally approved the Kitchen Pride settlement. On December 17, 2018 the Court finally approved the Creekside and Giorgi settlements.





Fund”). If the electronic sales data produced during this case included purchases that you made during the class period, the Claims Administrator, working with an analyst retained by Class Counsel, has calculated your net purchases that qualify you to receive a distribution from the Settlement Fund and filled in the amount of those purchases on this Claim Form.

If you believe this estimate to be incomplete or incorrect, this Proof of Claim form allows you to submit evidence of your actual purchases. In addition, because electronic transactional sales data showing your purchases may not have been produced by Defendants in this case, this claim form may not include an estimate of your purchases. If it does not contain such an estimate, this Proof of Claim form also permits you to provide your own evidence of your purchases.

You may qualify for a distribution by having purchases in either the primary Class or the Giorgi Settlement Class.

The primary Class certified by the Court is defined as “all persons and entities in the non-Western United States who purchased fresh agaricus mushrooms directly from an Eastern Mushroom Marketing Cooperative (EMMC) member or one of its co-conspirators or controlled affiliates, agents, or subsidiaries at any time between February 4, 2001 and August 8, 2005 (the “Class Period”). For group buying organizations and their members, direct purchasers are either (1) members who have a significant ownership interest in or functional control over their organizations; or (2) if no member has such interest or control, the organizations themselves. The Class excludes the EMMC, its members and their parents, subsidiaries, and affiliates.”

In approving the Class’ settlement with Giorgi Mushroom Co. and Giorgio Foods, Inc. (collectively “Giorgi”), the Court also certified the following Giorgi Settlement Class: “all persons or entities who purchased Agaricus mushrooms directly from an EMMC member or one of its co-conspirators or its owned or controlled affiliates, agents or subsidiaries at any times during the period January 1, 2001 through December 31, 2008. The term “Agaricus mushrooms” shall mean all varieties and strains of the species Agaricus bisporus, including, among others, both brown and white varieties. The Direct Purchaser Class excludes the EMMC, its members and their parents, subsidiaries and affiliates. The Class also excludes Giant Eagle and Publix Super Markets, Inc. and their parents, subsidiaries and affiliates.”

The Giorgi Settlement Class definition differs from the primary Class definition adopted for all other purposes in that it begins on January 1, 2001 (as opposed to February 4, 2001) and ends on December 31, 2008 (as opposed to August 8, 2005). Your claim falls within the primary Class period if you purchased fresh agaricus mushrooms from Defendants between February 4, 2001 and August 8, 2005. Your claim falls within the Giorgi Settlement Class period if (1) you purchased fresh agaricus mushrooms during the time periods January 1, 2001 through February 3, 2001 and/or August 9, 2005 through December 31, 2008; **and (2) you had no purchases during the time period February 4, 2001 to August 8, 2005** (the time period of the primary Class definition).

**If you have purchases in both the primary Class and the Giorgi Settlement Class, you are a member of the primary Class and not the Giorgi Settlement Class. You are only a Giorgi Settlement Class member if you only have purchases that fall within the Giorgi Settlement Class but not the primary Class.**

Because of the manner in which Defendants produced their transactional sales data in this case, you may receive multiple valid claim forms indicating records of your purchases from different Defendants. **You should return all such claim forms qualifying you for a distribution as long as the purchases identified on the claim form fall within the Class of which you are a member.** So if, for instance, you receive two claim forms for purchases you made from two different Defendants in the primary Class, you should return both claim forms to the claims administrator.

By the terms of their respective settlement agreements with the Class, as indicated above, Certain Defendants and M.D. Basciani & Sons Inc. will pay their settlement amounts in three installments over two calendar years. The Court has ordered that primary Class and Giorgi Settlement Class members will receive their shares of the settlement fund in two installments. The first distribution will be made as soon as possible following the submission of claim forms by Class members, and the second will be made in about two years.

## II. GENERAL INSTRUCTIONS

- A. To receive any money from the Net Settlement Fund, Class Members must complete the Proof of Claim and Release (Sections V to IX below) and sign it under penalty of perjury.** Claims of Claimants who fail to file a timely, complete, and properly-addressed Proof of Claim and Release may be rejected, and the Claimant may be precluded from any recovery. Your completed and signed Proof of Claim and Release **must be postmarked on or before May 23, 2020**, and sent to the Claims Administrator at:

Mushrooms Direct Notice Administrator, c/o Rust Consulting, Inc. - 6647  
P.O. Box 44  
Minneapolis, MN 55440-0044

- B.** All inquiries regarding the allocation of settlement proceeds should be made **in writing** to the Claims Administrator at the address above.



- C. All Claimants who did not previously seek exclusion from the Class are bound by the terms of the judgment entered in this action regardless of whether they submit a Proof of Claim and Release.

### III. CLAIM FORM INSTRUCTIONS

- A. **CLASS MEMBERS' QUALIFYING PURCHASES:** Based on the sales data produced by Defendants during this case, the claims administrator, working with an analyst retained by the attorneys for the Direct Purchaser Class, has calculated the net amount of your purchases that fall within either the primary Class definition or the Giorgi Settlement Class definition. This Proof of Claim form permits you either to correct that calculation if you do not believe it to be correct or to provide your own evidence of purchases in the event that this Claim form does not provide a calculation of your purchases.
- B. **VERIFICATION:** Each Claimant should verify the accuracy of the purchase information listed in Section VII. If you agree that the information in Section VII is accurate, you should check the box in Section VII, sign the Proof of Claim form, and mail it to the Claims Administrator at the address listed in Section II(A), **postmarked no later than May 23, 2020**. If you conclude that the information in Section VII is accurate, you will not be required to provide any evidence of your purchases with this claim form. By accepting the Claims Administrator's estimate of your purchases in Section VII, you will be waiving your right to challenge the Claim Administrator's determination of your purchases.
- C. **INACCURATE, INCOMPLETE, OR MISSING INFORMATION:** If you conclude that the calculation of your purchases based on Defendants' sales data is inaccurate or incomplete or this Claim Form does not provide a calculation of your qualified purchases, you may file your claim based on your own business records. In that case, you must provide supporting documentation with this claim form evidencing the total amount of your purchases in the class to which you belong. Acceptable documentation of your purchases include, for instance, invoices and/or transactional sales data or other documentation capable of reliably substantiating the purchase information identified below in Section VIII. Any purchase records provided are subject to review and evaluation by the Claims Administrator.
- D. **PROOF OF ELIGIBILITY:** In order to be part of the Direct Purchaser Class, you must have direct purchases during the periods described in the primary Class or Giorgi Settlement Class definitions provided in Section I.C. above.

### IV. ASSIGNMENTS

If you have assigned any claims at any time or are proceeding based on asserted assignments of claims from one or more Class Members relating to any purchases of fresh agaricus mushrooms from Defendants during the primary Class period or the Giorgi Settlement Class period, please include documentation in support of such assignments with your completed Proof of Claim and Release.



Your Proof of Claim Form & Release Must Be Post-marked No Later Than May 23, 2020

In re Mushroom Direct Purchaser Antitrust Litigation
United States District Court for the Eastern District of Pennsylvania
Master Docket No. 06-cv-620 (BMS)

CLAIM FORM

V. CLAIMANT IDENTIFICATION

Table with 2 columns: Name and Address of Class Member (as appears on invoices), Please make all required updates below:

Contact Person: Telephone: ( ) -

Email Address: Fax Number: ( ) -

VI. CLAIMANT ELIGIBILITY

It has been determined that:

You are considered an eligible Class Member without providing further documentation.

VII. AMOUNT OF QUALIFYING PURCHASES

The qualifying purchases identified here are for the class. If you are a member of the primary Class you do not also qualify for the Giorgi Settlement Class.

Your total net amount of qualifying purchases are:

\$XX.XX

This figure was calculated based on Defendants' sales data. The figure may include purchases by all related entities, such as parents, subsidiaries, and affiliates to the extent that purchases by related entities were combined in the electronic sales data produced by Defendants or the Claims Administrator was able to do so through analysis of Defendants' sales data.

Qualifying purchases are those purchases that fall within either the primary Class definition or the Giorgi Settlement Class definition.

Check here if you agree with the above information.

VIII. AMOUNT OF QUALIFYING PURCHASES BASED ON YOUR INTERNAL RECORDS

If you conclude that the above purchases of fresh agaricus mushrooms determined from Defendants' sales data is incomplete or incorrect, or if this Claim Form does not provide your qualified purchases, you may file a claim based on your own business records.

Check here if you choose to file your claim based on your own business records.

Check here if your qualifying purchases fall within the primary Class.

Check here if your qualifying purchases fall within the Giorgi Settlement Class.

State the total net amount of qualifying purchases by dollar value:

\$

If you decide to dispute the amount listed in Section VII or to assert a claim based on your own business records, you must



**provide the Claims Administrator** with valid documentation in support of your purchases. Acceptable documentation includes copies of (a) purchase invoices or (b) internal accounting records or ledgers certified by your purchasing (accounts payable) department or an independent accountant. Such documentation must indicate the (a) date of purchase; (b) qualifying products purchased; (c) supplier; (d) purchaser (including proof that the purchaser is you, your related company, or your valid assignor, and that the purchaser was invoiced by Defendants for the purchase and appears as the “bill to” or “sold to” entity in the transactional data); and (e) quantity purchased (in dollars). All documentation is subject to review and evaluation by the Claims Administrator.

If you provide separate documentation of your purchases, please also provide a summary of the purchases supported by that documentation in the following form:

**SCHEDULE OF QUALIFYING DIRECT AGARICUS MUSHROOM PURCHASES**

Date of Purchase <sup>1</sup>	Product(s) <sup>2</sup>	Supplier <sup>3</sup>	Purchase Amount (in \$)
_____	_____	_____	_____
_____	_____	_____	_____

- 1 Please provide in the form: MM/DD/YYYY.**
- 2 Please identify the fresh agaricus mushroom products purchased falling within the class definition.**
- 3 Please identify Defendant from which you purchased.**

If your claim is based on an assignment, you must provide this information about your assigned purchases and the information described next about the assignment on which your claim is based.

**Assignments**

Please check here if you are filing this claim based on an assignment.

If you are submitting a claim pursuant to an assignment of claims relating to any purchases of fresh agaricus mushrooms from Defendants that fall within either the primary Class definition or the Giorgi Settlement Class definition, please identify the assignment here by date, the name of the party providing the assignment, whether the assignment is a full assignment of all the assignor’s claims, or, if it is a partial assignment, the scope of the claims assigned. Please also attach copies of any such assignments.

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IX. RELEASE AND SUBMISSION TO JURISDICTION OF THE COURT

RELEASE

- A. By signing below, you confirm that you unconditionally, fully and finally release and forever discharge Defendants Giorgi Mushroom Co. and Giorgio Foods, Inc.; Kitchen Pride Mushroom Farms, Inc.; Creekside Mushrooms Ltd.; Cardile Mushrooms, Inc. and Cardile Brothers Mushroom Packaging, Inc.; J-M Farms, Inc.; Mushroom Alliance, Inc.; Franklin Organic Mushroom Farms, Inc., formerly known as Franklin Farms, Inc.; Mario Cutone Mushroom Co., Inc.; M.D. Basciani & Sons, Inc.; Eastern Mushroom Marketing Cooperative, Inc. ("EMMC"); Robert A. Ferranto, Jr. t/a Bella Mushroom Farms; Brownstone Mushroom Farms, Inc.; To-Jo Fresh Mushrooms, Inc.; Country Fresh Mushroom Co.; Gino Gaspari & Sons, Inc.; Gaspari Mushroom Co., Inc.; Kaolin Mushroom Farms, Inc.; South Mill Mushroom Sales, Inc.; Modern Mushroom Farms, Inc.; Sher-Rockee Mushroom Farm, LLC; C&C Carriage Mushroom Co.; Phillips Mushroom Farms, Inc.; Louis M. Marson, Jr., Inc.; Monterey Mushrooms, Inc.; Forest Mushroom, Inc.; Harvest Fresh Farms, Inc.; Leone Pizzini and Son, Inc.; LRP-M Mushrooms LLC; United Farm Cooperative, Inc.; Masha & Toto, Inc., trading as M&T Mushrooms; Oakshire Mushroom Farm, Inc.; W&P Mushroom, Inc.; John Pia and their present and former parents, principals, partners, limited and general partners, affiliates, subsidiaries, divisions, stockholders, officers, directors, employees, representatives, agents, attorneys and any of its legal representatives (and the present and former partners, limited and general partners, parents, principals, affiliates, subsidiaries, divisions, stockholders, employees, officers, directors, representatives, attorneys, agents and legal representatives of each of the foregoing) and the predecessors, heirs, executors, administrators, successors and assigns of each such entity or individual (the "Released Party" or "Released Parties") shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity, that any Plaintiff or any other member or members of the Class who have not timely excluded themselves from the Class Action against the Released Party, ever had, now has, or hereafter can, shall or may have, directly, representatively, derivatively or in any other capacity, arising out of any conduct alleged or which could have been alleged in the Class Action relating to the purchase of mushrooms, prior to the date hereof, with the exception of any claims based on purchases of mushrooms that may have arisen, arose or may arise in the ordinary course of business (the "Released Claims").
B. In addition, you hereby expressly waive and release, upon the Settlement Agreement becoming final, any and all provisions, rights and benefits conferred by California Civil Code Section 1542, which reads:
Section 1542. General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code Section 1542.
C. Excluded from the release are any claims unrelated to the conduct alleged in any of the complaints consolidated in In re Mushroom Direct Purchaser Antitrust Litigation, 06-cv-0620, E.D. Pa., or that have arisen, arose, or may arise in the ordinary course of transacting business with the Released Parties.
D. By signing below, you also are verifying that you have not assigned or transferred any matter released pursuant to this release or any other part or portion thereof. You are further verifying under penalty of perjury that the information provided in this Proof of Claim and Release is accurate and complete.
E. By signing below, you are agreeing to submit to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania with respect to the claim you are making as a Class Member, and for purposes of enforcing the Release set forth in the accompanying Instruction and Release Form. You declare, under penalty of perjury under the laws of the United States of America, that the foregoing information provided by the undersigned is true and correct and that this Proof of Claim and Release was executed:

Month Day Year at City State

(Sign your name here)

(Type/Print your name here)

(Type/Print your company name here. Please include all related entities)

(Capacity of person signing, e.g., President, Partner)



ACCURATE PROCESSING OF CLAIMS MAY TAKE SUBSTANTIAL TIME.  
THANK YOU IN ADVANCE FOR YOUR PATIENCE.

## REMINDER CHECKLIST

1. **If you agree** with the determination of the total net amount of your fresh agaricus mushrooms purchases, please check the box in Section VII.
2. **If you do not agree** with the determination of the total net amount of your fresh agaricus mushrooms purchases and would like to dispute the amount of qualifying purchases in Section VII, of **if you would like to assert a claim based on your own business records**, you may file your claim based on your own business records, by completing Section VIII and providing the requisite supporting documentation to the Claims Administrator.
3. Please sign the Release and Submission to the Jurisdiction of the Court in Section IX.
4. Maintain any original documents and electronic files supporting your claim (where applicable).
5. Keep a copy of the completed Proof of Claim and Release for your records.
6. If you want proof that your claim was received, send your Proof of Claim and Release by Certified Mail (return receipt requested). **You will bear all risks of delay or non-delivery of your claim.**
7. Submit your original, signed Proof of Claim and Release to the Claims Administrator postmarked no later than May 23, 2020.
8. If your address changes in the future, or if this document was sent to an incorrect address, please send us **written** notification of your new address.
9. If you have any questions concerning your claim or the Proof of Claim and Release, please contact the

Claims Administrator at:  
In re Mushroom Direct Purchaser Antitrust Litigation  
Mushrooms Direct Notice Administrator, c/o Rust Consulting, Inc. - 6647  
P.O. Box 44  
Minneapolis, MN 55440-0044  
Website: [www.mushroomantitrustsettlement.com](http://www.mushroomantitrustsettlement.com)