

Mushrooms Direct Notice Administrator
c/o Rust Consulting, Inc. - 6057
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IMPORTANT LEGAL MATERIALS



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**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE MUSHROOM DIRECT
PURCHASER ANTITRUST LITIGATION

Master File No. 06-620
(Schiller, J.)

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED PARTIAL SETTLEMENT AND HEARING REGARDING SETTLEMENT**

PLEASE READ THIS NOTICE FULLY AND CAREFULLY. CERTAIN SETTLEMENTS HAVE BEEN PROPOSED IN THIS PENDING CLASS ACTION LITIGATION THAT MAY AFFECT YOUR RIGHTS. IF YOU ARE A MEMBER OF THE CLASS DESCRIBED BELOW, YOU MAY BE ENTITLED TO SHARE IN THIS SETTLEMENT FUND.

TO: 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 its owned or controlled affiliates, agents, or subsidiaries at any time between February 4, 2001 and August 8, 2005.

A federal court has authorized this notice. It is not a solicitation from a lawyer.

This Notice is being sent pursuant to Federal Rule of Civil Procedure 23 and an Order of the United States District Court for the Eastern District of Pennsylvania (the "Court") to inform you of

(a) a class action lawsuit that is now pending under the above caption (the "Lawsuit") against the Eastern Mushroom Marketing Cooperative (EMMC); Robert A. Ferranto trading as Bella Mushroom Farms¹; Brownstone Mushroom Farms; To-Jo Fresh Mushrooms, Inc.; Cardile Mushrooms, Inc.; Cardile Brothers Mushroom Packaging, Inc.; Country Fresh Mushroom Co.; Forest Mushroom Inc.; Franklin Farms, Inc.; Gino Gaspari & Sons, Inc.; Giorgi Mushroom Company; Giorgio Foods, Inc.; Kaolin Mushroom Farms, Inc.; South Mill Mushroom Sales, Inc.; Leone Pizzini and Son, Inc.; LRP-M Mushrooms LLC²; Modern Mushroom Farms; Sher-Rockee Mushroom Farm; C& C Carriage Mushroom Co.; Oakshire Mushroom Farm, Inc.; Phillips Mushroom Farms, Inc.; Harvest Fresh Farms, Inc.; Louis M. Marson, Jr. Inc.; Mario Cutone Mushroom Co., Inc.; M.D. Basciani & Sons, Inc.³; Monterey Mushrooms, Inc.; Masha & Toto, Inc., trading as M & T Mushrooms⁴; W & P Mushroom, Inc.; Mushroom Alliance, Inc.; Creekside Mushrooms Ltd.; Kitchen Pride Mushroom Farms, Inc.; J-M Farms, Inc.; United Mushroom Farms Cooperative, Inc.; and John Pia (collectively, the "Defendants")⁵

¹ Buona Foods, Inc., not a defendant in this litigation, is its affiliated distributor.

² Manfredini Enterprises, Inc., not a defendant in this litigation, is its affiliated distributor.

³ Basciani Foods, Inc., not a defendant in this litigation, is its affiliated distributor.

⁴ Robert Masha Sales, Inc., not a defendant in this litigation, is its affiliated distributor.

⁵ Defendants dispute that purchases made from the identified non-defendant affiliated distributors (Buona Foods, Inc., Manfredini Enterprises, Inc., Basciani Foods, Inc., Robert Masha Sales, Inc.) as well as other mushroom distributors who are also not defendants in this case may be included in this case. That issue will ultimately be resolved in this case.

(b) that the Court has certified the Lawsuit to proceed as a class action on behalf of direct purchasers in the non-Western United States of fresh agaricus mushrooms (the Class definition is set forth in response to Question 9); and of your rights and options as a potential Class member;

(c) proposed settlements by the Class with three of the defendants identified above, Giorgi Mushroom Company and Giorgio Foods, Inc. (collectively referred to as “Giorgi”) (for \$11.5 million), Kitchen Pride Mushroom Farms, Inc. (for \$125,000), and Creekside Mushrooms Ltd. (for \$250,000); and

(d) a hearing is scheduled to held on Monday, September 24, 2018 at 9:30 a.m., before The Honorable Berle M. Schiller, United States District Judge of the U.S. District Court of the Eastern District of Pennsylvania, in Courtroom 13B at United States Courthouse, 601 Market Street, Philadelphia, PA 19106 (the “Fairness Hearing”).

The purpose of the Fairness Hearing will be to consider whether to approve: (1) the proposed settlements between the Class and Giorgi, Kitchen Pride Mushroom Farms, Inc., and Creekside Mushrooms Ltd. as fair, reasonable, adequate, and in the best interests of the Class; (2) a proposed plan to reimburse Class counsel for “out-of-pocket” expenses incurred during the litigation and to reserve the remainder for the payment of future litigation expenses. After expenses are reimbursed, any remaining funds from these settlements would be paid to the members of the class. Plaintiffs will move the Court at a future date for disbursement of the remaining settlement funds to the class. The Court may continue or reschedule the hearing; if the Court does so, the Class Plaintiffs will advise the Class by posting a conspicuous notice at www.garwingerstein.com. Whether or not the three above-referenced settlements are approved, the litigation will continue against the non-settling defendants.

Class members who do not wish to object to the Proposed Settlements need not appear at the hearing. Any Class member that has not timely and validly requested exclusion may appear at the hearing in person or by duly authorized attorneys and show cause why the Proposed Settlements should not be approved as fair, reasonable and adequate. However, no Class member shall be heard in opposition to the Proposed Settlements, and no paper or brief submitted by any Class member shall be received or considered by the Court unless, on or before Saturday, August 25, 2018, the Class member electronically files a notice of intention to appear and a statement of the position to be asserted and the grounds therefor, together with any supporting papers or brief, referring to In re Mushroom Direct Purchaser Antitrust Litigation, Master file Number 06-620 with the Clerk of the Court, United States District Court for the Eastern District of Pennsylvania, Federal Courthouse, U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106. Copies of any such objection, and any supporting papers or brief shall also be sent by first-class mail, postage prepaid, postmarked no later than, Saturday, August 25, 2018, to Plaintiffs’ Lead Counsel, whose addresses are listed below, and Plaintiffs’ Lead Counsel shall serve Settling Defendants’ Counsel with copies of same.

Class members also are hereby advised of their right to object or appear at the Fairness Hearing or to elect to exclude themselves from the Class, as explained below.

YOUR LEGAL RIGHTS AND OPTIONS	
DO NOTHING	By doing nothing, you remain in the Class and may be entitled to share in recovery from the above-referenced settlements, any future judgment following trial, and/or settlement with the remaining Defendants. All of the Court’s orders will apply to you and legally bind you.
EXCLUDE YOURSELF FROM THE CLASS AND THE SETTLEMENTS	You may choose to exclude yourself (<i>i.e.</i> , “opt out”) from the Class. If you decide to exclude yourself, you will not be bound by any decision in this Lawsuit. This is the only option that allows you to bring your own separate lawsuit (if you choose to do so) against Defendants relating to the legal claims in this case.
STAY IN THE LAWSUIT BUT OBJECT TO THE SETTLEMENTS	If you do not want to exclude yourself from the Class, but object to all or any part of the proposed settlements, write to the Court about why you do not like the proposed settlements.
GET MORE INFORMATION	If you would like to obtain more information about the Lawsuit, you can send questions to the lawyers identified in this notice.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because you may have purchased Fresh Agaricus Mushrooms in the non-Western United States directly from an Eastern Mushroom Marketing Cooperative (EMMC) member or one of its co-conspirators or its owned or controlled affiliates, agents, or subsidiaries at some point between February 4, 2001 and August 8, 2005, and therefore you may be a member of the Class certified by the Court. The Class definition is set forth in response to Question 9.

2. What are Fresh Agaricus Mushrooms?

Fresh Agaricus Mushrooms are the common table variety, and include white (young) and brown (aged, also sometimes called “Portobello” or “crimini”) mushrooms. Fresh Agaricus mushrooms are mushrooms of the quality required to be resold as fresh unprocessed mushrooms whether or not they are ultimately processed before resale. Agaricus mushrooms of a quality that can only be sold for processing or that cannot otherwise be sold as fresh are not included in the definition of Fresh Agaricus Mushrooms.

3. Which states and territories are included in the non-Western United States?

The non-Western United States refers to the states east of the Rocky Mountains (Alabama, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Virginia, West Virginia, Wisconsin, and Vermont), and the District of Columbia.

4. Who are the Defendants in this case?

The companies that have been sued are called the “Defendants.” In this case, the Defendants are: the Eastern Marketing Cooperative (EMMC); Robert A. Ferranto trading as Bella Mushroom Farms⁶; Brownstone Mushroom Farms; To-Jo Fresh Mushrooms, Inc.; Cardile Mushrooms, Inc.; Cardile Brothers Mushroom Packaging, Inc.; Country Fresh Mushroom Co.; Forest Mushroom Inc.; Franklin Farms, Inc.; Gino Gaspari & Sons, Inc.; Giorgi Mushroom Company; Giorgio Foods, Inc.; Kaolin Mushroom Farms, Inc.; South Mill Mushroom Sales, Inc.; Leone Pizzini and Son, Inc.; LRP-M Mushrooms LLC⁷; Modern Mushroom Farms; Sher-Rockee Mushroom Farm; C& C Carriage Mushroom Co.; Oakshire Mushroom Farm, Inc.; Phillips Mushroom Farms, Inc.; Harvest Fresh Farms, Inc.; Louis M. Marson, Jr. Inc.; Mario Cutone Mushroom Co., Inc.; M.D. Basciani & Sons, Inc.⁸; Monterey Mushrooms, Inc.; Masha & Toto, Inc., trading as M & T Mushrooms⁹; W & P Mushroom, Inc.; Mushroom Alliance, Inc.; Creekside Mushrooms Ltd.; Kitchen Pride Mushroom Farms, Inc.; J-M Farms, Inc.; United Mushroom Farms Cooperative, Inc.; and John Pia (collectively, the “Defendants”).¹⁰

5. What is this lawsuit about?

Plaintiffs allege that the Defendants conspired to fix the price of fresh agaricus mushrooms sold in the non-Western United States (*i.e.* east of the Rocky Mountains) between February 4, 2001 and August 8, 2005 in violation of the federal antitrust laws. Among other things, Plaintiffs contend that the Defendants agreed to pricing policies and written price lists that established the price at which Defendants and their affiliated distributors would sell to direct purchasers in each of the six regions that make up the non-Western United States. Plaintiffs further contend that Defendants engaged in a Supply Control Program designed to limit the supply of fresh agaricus mushrooms and increase their price. This Supply Control Program included the acquisition and/or lease of mushroom farms in order to transfer them subject to deed restrictions that prohibited the production of mushrooms on those properties.

A copy of Plaintiffs’ Revised Consolidated Class Action Amended Complaint filed on November 13, 2007 (the “Complaint”) is available at www.garwingerstein.com.

⁶ Buona Foods, Inc., not a defendant in this litigation, is its affiliated distributor.

⁷ Manfredini Enterprises, Inc., not a defendant in this litigation, is its affiliated distributor.

⁸ Basciani Foods, Inc., not a defendant in this litigation, is its affiliated distributor.

⁹ Robert Masha Sales, Inc., not a defendant in this litigation, is its affiliated distributor.

¹⁰ Defendants dispute that purchases made from the identified non-defendant affiliated distributors (Buona Foods, Inc., Manfredini Enterprises, Inc., Basciani Foods, Inc., Robert Masha Sales, Inc.,) as well as other mushroom distributors who are also not defendants in this case may be included in this case. That issue will ultimately be resolved in this case.

Plaintiffs allege that Defendants' conduct violated the antitrust laws. Plaintiffs further allege that they and the other members of the Class were injured by having to pay artificially-inflated prices for their purchases of fresh agaricus mushrooms.

Defendants deny Plaintiffs' allegations, and deny that any Class member is entitled to damages or other relief. Defendants also deny that any of their conduct violated any applicable law or regulation. Defendants further deny that the Class members have suffered any injury or damages. Defendants have raised the indirect purchaser defense as to persons or entities that purchased from any of their affiliated distribution companies.

Defendants have also claimed immunity from the Antitrust Laws under the Capper-Volstead Act. The Court has ruled that Defendants have no claimed immunity. Defendants have preserved this issue for appeal. No trial has been held.

THE COURT HAS NOT DECIDED WHETHER ANY DEFENDANT VIOLATED ANY LAWS. THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF PLAINTIFFS' CLAIMS AGAINST ANY DEFENDANT, OR THE DEFENSES ASSERTED BY ANY DEFENDANT.

The class action is known as *In re Mushroom Direct Purchaser Antitrust Litigation*, Master Docket No. 06-620 (E.D. Pa.). Judge Berle M. Schiller of the United States District Court for the Eastern District of Pennsylvania is overseeing this class action.

6. What is a class action?

A class action is a type of lawsuit in which one or more entities, called "Class Representatives," sue on behalf of other entities with similar claims to obtain monetary or other relief for the benefit of the entire group. In a class action lawsuit, one court resolves the issues for everyone in the Class, except for those Class Members who exclude themselves (*i.e.*, "opt out") from the Class.

In this case, the court-appointed Class Representatives are Wm Rosenstein & Sons Co.; Associated Grocers, Inc.; M. Robert Enterprises, Inc.; M.L. Robert, II, L.L.C.; and Market Fare, LLC.

7. Why is this lawsuit a class action?

In an Order entered on November 22, 2016, the Court determined that the Lawsuit can proceed as a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. A redacted copy of the Court's Class Certification Order may be found at www.garwingerstein.com.

Specifically, the Court has found that:

- the number of Class members is too large to practically join them in a single case;
- there are questions of law or fact common to the Class;
- the claims of the Class Representatives (listed in response to Question 6) are typical of the claims of the rest of the Class;
- the Class Representatives will fairly and adequately protect the Class's interests;
- common legal questions and facts predominate over any questions affecting only individual members of the Class; and
- a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

8. Has the Court identified Class common claims, issues, or defenses?

Yes. In its Order certifying the Class, the Court found that there were common classwide claims and issues, including:

- whether there has been a violation of the antitrust laws (including, whether Defendants agreed to fix prices and restrict output);
- whether Class members suffered an injury from the claimed antitrust violations (*i.e.* whether Class members were overcharged as a result of Defendants' price fixing and supply restrictions); and
- aggregate damages suffered by the Class as a result of Defendants' conduct.

WHO IS IN THE CLASS

9. Am I part of the Class?

The Court has certified the following Class:

All persons or 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 its owned 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.

The non-Western United States refers to the following states which were in the six regions of the country which plaintiffs claim were subject to the EMMC's pricing policies: Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia, Florida, Tennessee, Alabama, Mississippi, Arkansas, Louisiana, Wisconsin, Minnesota, Iowa, Kansas, Nebraska, Colorado, Oklahoma, Texas, Ohio, Missouri, Michigan, Indiana, Kentucky, West Virginia, Illinois, and the District of Columbia.

Only purchases in the non-Western United States of fresh agaricus mushrooms *directly* from one or more of the Defendants, **their co-conspirators, and/or owned or controlled affiliated distributors** are covered by this lawsuit. If you are located outside the non-Western United States, you are *not* a member of the Class. If you **only** bought fresh agaricus mushrooms from a source other than any of the Defendants, **their co-conspirators, and/or owned or controlled affiliated distributors**, you are *not* a member of the Class. If you are the EMMC, one of its members, or a parent, subsidiary, or affiliate of an EMMC member, you are *not* a member of the Class.¹¹ If you do not meet the Class definition or are not a member of the Giorgi Settlement Class, this Notice does not apply to you.

As is discussed above in response to Question 4, Defendants dispute that purchases made from certain identified non-defendant affiliated distributors (Buona Foods, Inc., Manfredini Enterprises, Inc., Basciani Foods, Inc., and Robert Masha Sales, Inc.) as well as other mushroom distributors that are also not defendants in this case, may be included in this case. Defendants contend that these affiliated distributors do not qualify as "owned or controlled" by the named defendant under the law and, thus, purchasers from those entities may not qualify as class members. That issue will ultimately be resolved in this case.

If you are not sure whether you are part of the Class, you may call or write to the lawyers in this case at the telephone numbers or addresses listed in Question 13 below.

The Proposed Partial Settlements and Status Of the Settlement Funds

As referenced above, the Class has entered proposed settlements with Defendants Giorgi Mushroom Company and Giorgio Foods, Inc. (Collectively "Giorgi"), Kitchen Pride Mushroom Farms, Inc. ("Kitchen Pride"), and Creekside Mushrooms Ltd. ("Creekside").

Subject to the terms and conditions of the settlement agreement with Giorgi, dated April 27, 2011 which is on file with the Court as Exhibit 1 to Class Plaintiffs' January 29, 2018 Motion for Preliminary Approval, a copy of which is also available at www.garwingerstein.com, Giorgi has paid \$11.5 million in cash into an escrow account for the benefit of the Class. The settlement with Giorgi includes a "most favored nation" provision whereby (subject to specified exceptions) future settlements with certain other defendants that have not yet settled might lead to a reduction in the settlement amount paid by Giorgi. The proposed settlement with Giorgi is a compromise of disputed claims and does not mean that it or any other defendant in this action has been found liable for the claims made by the Class Plaintiffs. Giorgi does not admit any wrongdoing or liability on its part.

Subject to the terms and conditions of the settlement agreement with Kitchen Pride, dated June 26, 2015 which is on file with the Court as Exhibit 2 to Class Plaintiffs' January 29, 2018 Motion for Preliminary Approval, a copy of which is also available at www.garwingerstein.com, Kitchen Pride has agreed to pay \$125,000 in cash for the benefit of the Class upon final Court approval of the settlement. Kitchen Pride has also agreed to cooperate with the Class in its continuing litigation against the non-settling defendants, to the extent that such cooperation does not conflict with attorney-client or work product privilege. Kitchen Pride does not admit any wrongdoing or liability on its part.

Subject to the terms and conditions of the settlement agreement with Creekside, dated April 19, 2017 which is on file with the Court as Exhibit 3 to Class Plaintiffs' January 29, 2018 Motion for Preliminary Approval, a copy of which is also available at www.garwingerstein.com, Creekside has paid \$250,000 in cash into an escrow account for the benefit of the Class.

¹¹ The Giorgi settlement is on behalf of a class that is defined as follows:

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").

Creekside has also agreed to cooperate with the Class in its continuing litigation against the non-settling defendants, to the extent that such cooperation does not conflict with attorney-client or work product privilege or disclose any information learned exclusively through efforts or communications subject to the joint defense or common interest privilege. Creekside does not admit any wrongdoing or liability on its part.

If the Settlements are approved by the Court, Giorgi, Kitchen Pride and Creekside, and their respective present and former parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, employees, agents and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing) (the "Released Parties") shall be released and forever discharged from liability for all claims that were or could have been brought by Class Plaintiffs and members of the Class in this case (the "Released Claims"). Notwithstanding the Class Definition certified by the Court and referenced above, Giorgi shall be released and forever discharged from liability for all claims that were or could have been brought against Giorgi as defined in the settlement agreement with Giorgi, dated April 27, 2011. Each member of the Class who does not opt-out covenants and agrees that it shall not seek to establish liability against any Released Party based, in whole or in part, upon any of the Released Claims. Any disputes arising under or relating to the Settlement Agreements, including, but not limited to, the releases in the Settlement Agreements, will be resolved in the U.S. District Court for the Eastern District of Pennsylvania.

The foregoing text is only a summary of the settlements with Giorgi, Kitchen Pride and Creekside. Full copies of the Settlement Agreements, including the releases,

are attached as Exhibits 1, 2 and 3 to Class Plaintiffs' January 29, 2018 Motion for Preliminary Approval on public file with the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106. Class Counsel have made copies readily available at www.garwingerstein.com.

Certain individual direct purchasers who have brought their own lawsuits against defendants may have simultaneously but separately settled their own claims against Giorgi, Kitchen Pride and Creekside. These individual plaintiffs will not share in the proposed settlement with the Class.

The Court preliminarily approved the proposed settlements with Kitchen Pride and Creekside by Order dated February 14, 2018. The Court preliminarily approved the proposed settlement with Giorgi by Order dated March 14, 2018. The Court found the proposed settlements, upon preliminary review, to be within the range of reasonableness.

Accordingly, the Court has set a Fairness Hearing on Monday, September 24, 2018 at 9:30 a.m. in order to determine whether the proposed settlements with Giorgi, Kitchen Pride and Creekside should finally be approved.

The Plan of Allocation for the Settlement Funds

In the event the proposed settlements are approved by the Court and become final, the Settlement Fund will be distributed in accord with a Plan of Allocation approved by the Court. The Plan of Allocation will be based upon proofs of claim to be filed by class members at a later time. You may be required as a condition of participating in the recovery to present evidence of your purchases of fresh agaricus mushrooms during the period February 4, 2001 to August 8, 2005.

At this time, Class Counsel do not intend to ask the Court to distribute any part of the Settlement Fund of \$11,875,000 to any of the class members. They plan to ask the Court to reimburse them for the out-of-pocket expenses that they have incurred in prosecuting this case to date. On a future date, when this case is fully resolved by trial or future settlement, counsel will ask the Court to approve a distribution plan for the entire recovery plus interest and less administrative expense, taxes, attorney fees and expenses and incentive payments to the Class Representatives.

IF YOU DO NOTHING

10. What happens if I do nothing?

If you do nothing, you remain in the Class. You will be bound by any judgment reached in this case. You will have the right to share in the recovery from the settlements between the Class and Giorgi, Kitchen Pride Mushrooms, Inc., and Creekside Mushrooms Ltd. To the extent there is any further recovery through trial or settlement, you will keep the right to share in it. You will not be able to start a lawsuit, continue with another lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case. All of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE CLASS

11. What happens if I ask to be excluded from the Class?

If you exclude yourself from the Class (*i.e.*, “opt out” of the Class), you will not be legally bound by anything that happens in the lawsuit between Direct Purchaser Class Plaintiffs and Defendants, whether favorable or unfavorable. You will not share in the recovery from the settlements between the Class and Giorgi, Kitchen Pride Mushrooms, Inc., and Creekside Mushrooms Ltd. If any further recovery is obtained as a result of a trial or settlement on behalf of the Class, you will not share in it. You may be able to sue Defendants on your own about the legal issues in this case, but you will have to hire and pay for your own lawyer for that lawsuit, and you will have to prove your claims. If you exclude yourself so that you can start your own lawsuit against Defendants, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations, which means that your claims will expire if you do not take timely action.

12. How do I opt out of the class?

To exclude yourself from the Class (*i.e.*, “opt out” of the Class), you must send a letter via U.S. First Class mail saying that you want to be excluded from the Class in *In re Mushroom Direct Purchaser Antitrust Litigation*, No. 06-620 (E.D. Pa.). Be sure to include your name, address, telephone number, and your signature. **Your exclusion request must be mailed to Mushrooms Direct Notice Administrator, c/o Rust Consulting, Inc. – 6057, P.O. Box 44, Minneapolis, MN 55440-0044 and be postmarked on or before July 28, 2018.** You cannot exclude yourself by telephone or e-mail.

The Court will exclude from the Class any member who timely requests exclusion.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has decided that the Law Firm listed below is qualified to represent you and all Class Members as Lead Class Counsel. Lead Class Counsel is also working with additional Law Firms to prosecute this Lawsuit on behalf of the Class (together, “Class Counsel”). Class Counsel are experienced in handling similar cases against other companies.

Lead Class Counsel

Garwin Gerstein & Fisher LLP
88 Pine Street, 10th Floor
New York, NY 10005
Tel.: 212-398-0055
Fax: 212-764-6620

Contact: Bruce E. Gerstein, Esq.
Jonathan Gerstein, Esq.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Lead Class Counsel is working on your behalf. However, if you wish to do so, you may retain your own lawyer at your own expense. You may enter an appearance in this case through your own lawyer, if you choose to do so.

15. How will the lawyers be paid?

The Court will be asked to approve reasonable attorney’s fees, as well as reimbursement of expenses Class Counsel have advanced on behalf of the Class from the settlements with the Class and Giorgi, Kitchen Pride Mushrooms, Inc., and Creekside Mushrooms Ltd. and any further recovery obtained as a result of a trial or settlement on behalf of the Class. At this time, Class Counsel only intends to ask the Court to reimburse Class Counsel’s out-of-pocket expenses to date from the Settlement Fund. In the future, once the remainder of this case has been resolved by settlement or trial, Class Counsel will request reasonable attorney’s fees, and to be reimbursed for any additional out-of-pocket expenses incurred. If the Court grants Class Counsel’s requests, fees and expenses would either be deducted from any money obtained for the Class, or the Court may order the Defendants to pay attorney’s fees and costs in addition to any damage award to the Class. Members of the Class will not have to pay any attorney’s fees or expenses.

GETTING MORE INFORMATION

16. How do I get more information?

If you have questions about this case or want to get additional information, you may call or write to the Lead Class Counsel (contact information is listed in response to Question 13), or to the Notice Administrator, Rust Consulting, Inc. as set forth above. You may also get additional information by visiting www.garwingerstein.com.

PLEASE DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION.

DATE: March 22, 2018 BY THE COURT

Honorable Berle M. Schiller, Jr.
United States District Judge