

U.S. DISTRICT COURT FOR THE DISTRICT OF IDAHO

If You Bought Fresh Potatoes From a Retailer in Arizona, California, Florida, Iowa, Kansas, Massachusetts, Michigan, Minnesota, Nevada, New York, North Carolina, Tennessee, Vermont, or Wisconsin, a Class Action Lawsuit May Affect Your Rights.

Please Read This Notice Carefully.

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

- The purpose of this notice is to advise you of your rights with respect to the Settlement of a class action lawsuit involving the price and supply of fresh potatoes in the United States. “Fresh Potatoes” means potatoes grown in the United States and planted exclusively for and sold to the Fresh Potato market.
- Generally, the Settlement includes those who bought Fresh Potatoes from retailers in 14 states for their own use and not for resale between October 14, 2004 and April 10, 2015.
- A Settlement for \$5,500,000 in cash has been reached with all the Defendants named in the class action, who are competitors in the potato industry and the co-operatives to which they belong.
- The Settlement provides for injunctive relief ending some of Defendants’ business practices designed to restrict the supply of Fresh Potatoes. The Settlement also provides for payments those who bought Fresh Potatoes, for their own use and not for resale, from a retailer in Arizona, California, Florida, Iowa, Kansas, Massachusetts, Michigan, Minnesota, Nevada, New York, North Carolina, Tennessee, Vermont, or Wisconsin.
- If you are a class member, you have a right to participate in the Settlement. This notice explains your legal rights and options, and the deadlines to exercise them. Your legal rights will be affected whether you act or don’t, and you have choices to make now.
- For additional information, important documents, and case updates, please visit the Settlement website at www.PotatoesAntitrustSettlement.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM BY OCTOBER 16, 2015	This is the only way to receive payment.
EXCLUDE YOURSELF BY OCTOBER 16, 2015	You will not receive a payment from the Settlement, but you will keep any rights you currently have to separately sue Defendants for the conduct that is the subject of this lawsuit.
OBJECT TO THE SETTLEMENT BY OCTOBER 16, 2015	Write to the Court explaining why you have an objection to the Settlement.
GO TO THE HEARING ON DECEMBER 3, 2015	Ask to speak in Court about the Settlement.
DO NOTHING	You will not receive a cash recovery from the Settlement and you will give up any rights you currently have to separately sue Defendants for the conduct that is the subject of this lawsuit.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... PAGE 3

1. What is this notice about?
2. What is this lawsuit about?
3. What are “Fresh Potatoes”?
4. Why is this a class action and who is involved?
5. Why is there a Settlement?

WHO IS INCLUDED..... PAGE 4

6. Am I a class member?
7. Who is not included in the class(es)?
8. Who are the Defendants and alleged co-conspirators?
9. What are my rights as a class member?

THE SETTLEMENT BENEFITS..... PAGE 5

10. What does the Settlement provide?
11. How much money will I receive?
12. How can I get money from the Settlement?
13. When will I get benefits?
14. What am I giving up if I stay in the classes?
15. How do I exclude myself from the classes?
16. If I don't exclude myself, can I sue for the same thing later?
17. If I exclude myself, can I still get benefits?
18. What happens if I do nothing?

OBJECTING TO THE SETTLEMENT..... PAGE 7

19. How do I object to the Settlement?
20. What is the difference between excluding myself from the classes and objecting to the Settlement?
21. When and where will the Court decide whether to approve the Settlement?
22. Do I have to come to the Fairness Hearing?
23. May I speak at the hearing?

THE LAWYERS REPRESENTING THE CLASSES..... PAGE 8

24. Who represents the Classes?
25. How will the lawyers be paid?

GET MORE INFORMATION..... PAGE 8

26. Where can I get more information?

BASIC INFORMATION

1. What is this notice about?

This notice is to inform you about a Settlement with multiple Defendants that may affect your rights, before the Court decides whether to approve the Settlement.

The United States District Court for the District of Idaho presides over this case. The case is called *In re Fresh and Process Potatoes Antitrust Litigation*, MDL No. 2186. The people that sued are called Plaintiffs and the people and companies they sued are called Defendants.

The notice explains the lawsuit, the Settlement, and your legal rights. It also explains what benefits from the Settlement will be available, when they will be available, who is eligible for them, and how to obtain them.

2. What is this lawsuit about?

The lawsuit claims that Defendants and their alleged co-conspirators illegally formed a cartel to reduce the supply of potatoes with the goal of raising prices in violation of the antitrust laws. As a result, retail Fresh Potato purchasers may have paid more than was necessary.

The alleged conspiracy was orchestrated by competitors in the potato growing, packing, processing, and marketing industry. These competitors included “grower defendants,” “shed and marketing defendants,” “dehydrator defendants,” and the potato cooperatives to which they belonged — the United Potato Growers of Idaho (“UPGI”), the United Potato Growers of America (“UPGA”), and United II Potato Growers of Idaho (“United II”). A complete list of the Defendants is provided at Question 8.

Plaintiffs allege that these Defendants reduced the potato supply by agreeing to limit the number of potato acres planted each year and to divert Fresh Potatoes into the processing market, and by manipulating the supply of potatoes placed in storage after harvest. Plaintiffs also allege that the Defendants agreed to minimum Fresh Potato prices. Defendants’ agreements were facilitated by weekly state and national conference calls among themselves and others.

The Defendants deny that they acted unlawfully or engaged in any wrongdoing.

To obtain more information about the claims in this lawsuit, you can view the complaint and other court documents in this case at www.PotatoesAntitrustSettlement.com.

3. What are “Fresh Potatoes”?

Fresh Potatoes are potatoes grown in the United States and planted exclusively for and sold to the Fresh Potato market. Fresh Potatoes do not include process potatoes, which are sold for further processing, including dehydrating, freezing, canning, chipping, dicing, slicing, chopping, and packaging.

4. Why is this a class action and who is involved?

In a class action, one or more people called “named plaintiffs” or “class representatives” sue on behalf of other people who have similar claims. The people with similar claims are “class members” who, together, make up the “class.” A class action resolves the issues for all class members, except for those who exclude themselves from the class.

In this case, the Court appointed named plaintiffs Jonathan Rizzo; Trang Nguyen; Kelly Tschantz; John Brashears; Jeffrey Keel; Crystal Tschantz; Gary Tschantz; BreAnne Krabbenhoft; Paul Langer; Kory Pentland; Abigail Rizzo; Julie Ewald; Brendan Farrell; Robert Finch; Benedetto DiLorenzo; Suzy Ivey McCrory; Jeff Potvin; Navtej Bhandari; and Joyce Rizzo as class representatives in this case. The named plaintiffs represent two classes — an Injunctive Relief Class and a Monetary Relief Class. The classes are described in further detail below.

5. Why is there a Settlement?

The Court has not found in favor of Plaintiffs or Defendants. The Plaintiffs and Defendants have agreed to this Settlement which, if it is approved, will bring the claims against the Defendants to an end. That way, the Plaintiffs and Defendants avoid the uncertainty of continuing the case and the cost of further litigation, and class members will get the benefits of the Settlement. The class representatives and their attorneys think the Settlement is in the best interests of the classes.

WHO IS INCLUDED?

6. Am I a class member?

In general, those who purchased Fresh Potatoes from a retail establishment in Arizona, California, Florida, Iowa, Kansas, Massachusetts, Michigan, Minnesota, Nevada, New York, North Carolina, Tennessee, Vermont, or Wisconsin may be a member of the Injunctive Relief and Monetary Classes if they meet the following definition:

All individuals and entities who purchased fresh potatoes from retailers in Arizona, California, Florida, Iowa, Kansas, Massachusetts, Michigan, Minnesota, Nevada, New York, North Carolina, Tennessee, Vermont, and Wisconsin for end use and not for resale, between October 14, 2004 and April 10, 2015.

7. Who is not included in the classes?

The classes do not include:

- Defendants;
- their alleged co-conspirators;
- all present or former parents, predecessors, subsidiaries or affiliates of Defendants;
- all governmental entities; and
- any judicial officer to whom this case is assigned.

8. Who are the Defendants?

The Defendants are:

- United Potato Growers of America, Inc.;
- United Potato Growers of Idaho, Inc.;
- Wada Farms, Inc.;
- Wada Farms Potatoes, Inc.;
- Wada Farms Marketing Group, LLC;
- Wada-Van Orden Potatoes, Inc.;
- Albert Wada;
- Blaine Larsen Farms, Inc.;
- Blaine Larsen;
- Potandon Produce L.L.C.;
- Cornelison Farms, Inc.;
- Keith Cornelison;
- Michael Cranney d/b/a Cranney Farms;
- Snake River Plains Potatoes, Inc.;
- Driscoll Potatoes, Inc.;
- Lance Funk d/b/a Lance Funk Farms;
- Rigby Produce, Inc.;
- Pleasant Valley Potato, Inc.;
- Kim Wahlen;
- Raybould Brothers Farms LLC;
- Idahoan Foods, LLC;
- United II Potato Growers of Idaho, Inc.;
- R.D. Offutt Co.;
- Ronald D. Offutt, Jr.; and
- each of their corporate parents, subsidiaries, and affiliated companies.

9. What are my rights as a class member?

A class member has the right to: (1) do nothing, in which case you will not receive a payment and will waive any rights to pursue a later lawsuit of your own against the Defendants; (2) submit a claim form to receive a payment from the Settlement Fund; (3) exclude yourself from the Settlement; (4) object to the Settlement; or (5) attend the Court's Fairness Hearing to speak in support of or against the Court's final approval of the Settlement.

THE SETTLEMENT BENEFITS

10. What does the Settlement provide?

The agreed upon injunctive relief ends Defendants' use of agreements amongst themselves to restrict the supply of Fresh Potatoes. Thus, Defendants are prohibited from participating in agreements setting the number of potato-plantable acres or otherwise setting the amount of potatoes that any potato producer will grow. In addition, the Co-Op Defendants and their successor entities will register to do business as a "cooperative" in the 14 states and will work with qualified antitrust compliance counsel to ensure their compliance with applicable law. They also will adopt membership rules requiring an agreement to abide by these rules. The rules expire after seven years.

In addition, Defendants will pay \$5,500,000 into a Settlement Fund. The Settlement Fund will be used to pay (1) the Court-approved notice and costs of administration; (2) attorneys' fees, authorized service awards, if any, and litigation expenses; and (3) any Court-approved administrative expenses involved in distributing funds to class members. The balance of the Settlement Fund after these payments will be distributed to class members who file valid claims.

As a Settlement class member, you will give up or "release" your claims against the Defendants and the other Releasees. The releases are described in more detail in the Settlement Agreement and in Question 14, below. You can view or download a copy of the Settlement Agreement at www.PotatoesAntitrustSettlement.com.

11. How much money will I receive?

Class members who submit valid claims will be eligible to receive a dollar amount per claim. At this time, it is unknown how much each eligible class member will receive, but the amount will be determined based upon an equal distribution per claim from the Net Settlement Fund. Only one claim per household will be accepted.

12. How can I get money from the Settlement?

You must complete and submit a Claim Form. You can obtain a Claim Form online at www.PotatoesAntitrustSettlement.com or request one by contacting the Claims Administrator at 1-866-888-1509. Do not send receipts with your Claim Form but retain them for any audit of claims by the Claims Administrator. Claim Forms must be submitted by no later than October 16, 2015. Completed Claim Forms may be submitted online at www.PotatoesAntitrustSettlement.com or by mail at the following address:

Potatoes Antitrust Case Claims Administrator
c/o KCC Class Action Services
P.O. Box 30190
College Station TX 77842-3190

13. When will I get benefits?

The injunctive relief discussed in Question 10 commenced on April 10, 2015 with the parties' execution of the Settlement Agreement, although it is contingent upon final Settlement approval. The cessation of the anticompetitive planting agreements, supported by increased antitrust compliance review, will benefit all class members in the form of more competitive Fresh Potato prices at the store.

In addition, the Claims Administrator will make the payments the Settlement allows (1) if the Court approves the Settlement, enters final judgment dismissing the case against Defendants, and orders that the Settlement Funds be distributed; and (2) if any appeals of the Court's approval of the Settlement are resolved in Plaintiffs' favor.

The Court will hold a Fairness Hearing on December 3, 2015, to decide whether to approve the Settlement. If the Court approves the Settlement, there still may be appeals of that decision. If an appeal is filed, it is hard to estimate how long it might take for it to be resolved but it could take a lot of time. Settlement payments to class members will be distributed if the Settlement is approved and after appeals, if any, are resolved.

14. What am I giving up if I stay in the classes?

Unless you exclude yourself, you are staying in the Classes, and that means that, upon "Final Approval," you will release all "Released Claims" (as defined below) against the "Releasees" (as defined below).

"Released Claims" means any claims made or that could have been made arising from the facts alleged in this lawsuit, including any conduct relating to planting, growing, supplying,

producing, selling, marketing, or distributing Fresh Potatoes produced in the United States that may have occurred or did occur from January 1, 2003 through April 10, 2015. Released claims do not include claims based solely on purchases of Fresh Potatoes made in states other than Arizona, California, Florida, Iowa, Kansas, Massachusetts, Michigan, Minnesota, Nevada, New York, North Carolina, Tennessee, Vermont, and Wisconsin.

“Releasees” means:

- a) Each Defendant, and its parent(s), subsidiaries, and affiliated companies;
- b) All past and present members of UPGA, UPGI, and United II;
- c) The past and present officers, directors, employees, agents, insurers, attorneys (excluding the Jones Waldo Law Firm), and other representatives of UPGA, UPGI, and United II; and
- d) The predecessors, successors, heirs, executors, administrators, and assigns of each Defendant, UPGA, UPGI, and United II.

“Final Approval” will occur when an Order entered by the Court approving the Settlement becomes final and not subject to appeal.

If you remain a member of the Classes, all of the Court’s orders will apply to you and legally bind you. The Settlement Agreement describes the Releases, so please read it carefully. The Settlement Agreement, including the Releases, is available at www.PotatoesAntitrustSettlement.com.

15. How do I exclude myself from the classes?

If you fall within the class definition but don’t want a Settlement payment or you want to keep the right to sue the Defendants and the other Releasees (at your own expense) about the legal issues in this case, then you must “opt out” of the Settlement. This is called excluding yourself from, or opting out of, a Settlement class.

To exclude yourself from the classes, you must send a letter or written request by mail to the Claims Administrator at the address below. It must include:

- Your name, address, and telephone number;
- A statement that you want to be excluded from the classes (*e.g.*, “I/we hereby request that I/we be excluded from the proposed Settlement classes in the *In re Fresh and Process Potatoes Antitrust Litigation.*”); and
- Your signature.

Your written request for exclusion must be postmarked no later than October 16, 2015, to:

Potatoes Antitrust Case Claims Administrator
c/o KCC Class Action Services
ATTN: Indirect Purchaser Exclusion/Objection
75 Rowland Way, Ste 250
Novato, CA 94945

You cannot exclude yourself (opt out) by telephone. If you ask to be excluded from the Settlement, you will not get any payment from the Settlement and you cannot object to the Settlement.

16. If I don’t exclude myself, can I sue for the same thing later?

No. If you are a class member, unless you exclude yourself from the Settlement, you will remain in the classes and give up the right to separately sue the Defendants for the claims released by the Settlement Agreement (*see* Question 14).

17. If I exclude myself, can I still get benefits?

No. If you exclude yourself, you may not make a claim and you will not be eligible to receive money from the Settlement. However, if you opt out and buy Fresh Potatoes in the seven years after Final Approval, you will still benefit from the injunctive relief requiring the Defendants to change their business practices.

18. What happens if I do nothing?

If you are a class member and do nothing, you will get no money from the Settlement and any claims you might have against the Defendants and the other Releasees based on the allegations in this case will be released unless you separately write to exclude yourself (*see* Question 15). The injunctive relief contained in the Consent Order will take effect upon the Settlement’s final approval.

OBJECTING TO THE SETTLEMENT

19. How do I object to the Settlement?

If you are a class member, you can object to any part of the Settlement, Class Counsel’s requests for fees and expenses, and/or the award payments to the named plaintiffs. You can’t ask the Court to order a larger Settlement; the Court can only approve or deny the Settlement. The Court will consider your views.

To object, you must send a letter to the Claims Administrator and to the Court Clerk with your objections to the proposed Settlement. Your letter must include:

- Your name, address, and telephone number;
- A statement saying that you object to the Settlement in *In re Fresh and Process Potatoes Antitrust Litigation*, D. Idaho Case No. 4:10-MD-2186-BLW;
- A statement that you purchased Fresh Potatoes from a retailer in one of the 14 states between October 14, 2004 and April 10, 2015;
- A detailed statement of your objections, including the grounds for your objections, together with any supporting documents;
- The name, address, and telephone number of any lawyer assisting you;
- A “Notice of Intent to Appear” if you or your attorney intend to appear at the Fairness Hearing (*see* Question No. 23); and
- Your signature.

If you wish for the Court to consider your objections, you must submit them postmarked no later than October 16, 2015 to the following addresses:

Potatoes Antitrust Case Claims Administrator
c/o KCC Class Action Services
ATTN: Indirect Purchaser Exclusion/Objection
75 Rowland Way, Ste 250
Novato, CA 94945

United States District Court for District of Idaho
James A. McClure Federal Building and United States Courthouse
Office of the Clerk of the Court
550 W. Fort Street, Suite 400
Boise, ID 83724

20. What is the difference between excluding myself from the classes and objecting to the Settlement?

If you exclude yourself from the classes you are telling the Court that you don’t want to participate in the Settlement. Therefore, you will not be eligible to receive any benefits from the Settlement and you will not be able to object to the Settlement. Objecting to the Settlement simply means telling the Court that you don’t like something about the Settlement. Objecting does not disqualify you from making a claim nor does it make you ineligible to receive a payment from the Settlement Fund.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 3:30 p.m. on December 3, 2015, in Courtroom 3 of the United States District Court for the District of Idaho, 550 W. Fort Street, Boise, Idaho 83724.

At this hearing, the Court will consider the Settlement and determine whether it is fair, reasonable, and adequate. The Court also will consider the plan of allocation and whether to award payments to the

named plaintiffs for their work in this case and attorneys' fees and expenses to Class Counsel. If there are written objections, the Court will consider them at the hearing. After the hearing, the Court will decide whether to grant final approval of the Settlement. We do not know how long these decisions will take.

It is possible the Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. Please be sure to check the Settlement website, www.PotatoesAntitrustSettlement.com for news of any such changes.

22. Do I have to come to the Fairness Hearing?

No, you do not need to attend this hearing. Class Counsel will attend the Fairness Hearing and answer any questions the Court may have. You are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you sent your objection on time, it will be considered. You may also retain a lawyer at your own expense to appear on your behalf.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include that request in your objection as described in Question 19 above, stating your "Notice of Intent to Appear."

If you have excluded yourself from the classes, you cannot speak at the Fairness Hearing.

THE LAWYERS REPRESENTING THE CLASSES

24. Who represents the Classes?

The Court appointed the following law firms as Class Counsel to represent the Classes:

MILBERG LLP
One Penn Plaza, 49th Floor
New York, NY 10119

GLANCY PRONGAY & MURRAY LLP
1808 Sixth Street
Berkeley, CA 94710

If you want to be represented by your own lawyer, you may hire one at your own expense.

25. How will the lawyers be paid?

You do not need to separately pay Class Counsel. Class Counsel will ask the Court for an award not to exceed 30% of the Settlement Fund for attorneys' fees, as well as reasonable litigation and claims administration expenses. Any payment to the attorneys will be subject to Court approval and the Court may award less than the requested amount. If the Court grants Class Counsel's requests, all fees and expenses would be paid from the Settlement Fund. Class Counsel also will ask the Court to approve a service award for each of the class representatives for the time and effort they have spent prosecuting this litigation. These service awards also will be paid from the Settlement Fund. Class Counsel will submit their motion(s) for fees and costs by August 28, 2015. The motion(s) will be posted on the Settlement website at www.PotatoesAntitrustSettlement.com.

GET MORE INFORMATION

26. Where can I get more information?

This notice summarizes the Settlement. You can get more information and answers to frequently asked questions ("FAQs") about the Settlement at www.PotatoesAntitrustSettlement.com, or by calling 1-866-888-1509 or writing to the Claims Administrator at info@PotatoesIndirectPurchaseAction.com or Potatoes Antitrust Case Claims Administrator, c/o KCC Class Action Services, P.O. Box 30190, College Station TX 77842-3190.

You also can see copies of official documents filed in this case, including the Settlement Agreement, at www.PotatoesAntitrustSettlement.com.

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

You also may seek the advice and counsel of your own attorney at your own expense, if you desire.