

NOTICE OF CLASS ACTION SETTLEMENT

If You Paid Supervalu ABS Fees on Wholesale Grocery Products in All Four Supervalu ABS Product Categories (grocery, dairy, frozen, and general merchandise/health and beauty care); and You Purchased Them from Supervalu’s Champaign Distribution Center between December 31, 2004 and September 13, 2008; and You Did Not Have an Arbitration Agreement with Supervalu; You May Be Affected by a Partial Settlement in This Class Action.

PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR 1-844-702-7322 O VISITAR NUESTRO SITIO WEB.

A federal court authorized this Notice. This is not a solicitation from a lawyer or a claims agent.

- You are receiving this notice because a partial settlement has been reached in a class action lawsuit in the United States District Court for the District of Minnesota which may affect you.
- The Plaintiffs in this lawsuit allege that the Defendants—two competing grocery wholesalers, Supervalu Inc. (“Supervalu”) and C&S Wholesale Grocers, Inc. (“C&S”) (collectively “Defendants”)—conspired with each other in violation of the antitrust laws in Illinois, Indiana, Iowa, Michigan, Minnesota, Ohio, or Wisconsin, and that customers incurred damages as a result.
- The Court has ordered that the lawsuit may proceed as a class action on behalf of five Classes of Supervalu customers located in the above-referenced states. One of the classes—the Champaign Distribution Center Non-Arbitration Class (“Champaign DC Non-Arbitration Class”)—asserts claims for damages from both Supervalu and C&S. The other four Classes assert claims for damages against C&S only.
- A Settlement has been reached with Supervalu for members of the Champaign DC Non-Arbitration Class. Supervalu has agreed to pay \$8,750,000 (“Settlement Fund”) to settle the claims against it by this Class. Before any money is paid, the Court will have a hearing to decide whether to approve the settlement with the Champaign DC Non-Arbitration Class. Approval of this settlement by the Court will resolve all relevant claims by the Champaign DC Non-Arbitration Class with finality. C&S has not settled and is defending this lawsuit.
- Supervalu denies these allegations and this settlement is not an admission or determination of any wrongdoing by Supervalu nor is it a determination of the likely outcome of this case against C&S. Neither the Court nor a jury has decided whether Supervalu or C&S did anything wrong. Your legal rights will be affected whether you act or don’t act. Specifically, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	Stay in this lawsuit. Recover payment in a claims process about which you will be notified at a later time.
COMMENT OR OBJECT	Write to the Court about why you do or do not like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

- The Court in charge of this case must decide whether to approve the settlement. Payment will be made if the Court approves the settlement, when the case resolves against all defendants, and, if there are any appeals, after appeals are resolved.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....PAGE 3

- 1. Why did I get this notice?
- 2. What is this lawsuit about?
- 3. What makes this lawsuit a class action?
- 4. Who are the parties involved in the lawsuit?
- 5. Why is there a Settlement?

WHO CAN PARTICIPATE IN THE SETTLEMENT?PAGE 4

- 6. How do I know if I am part of the Settlement Class?
- 7. Is anybody excluded from the Settlement Class?
- 8. I'm not sure if I'm a Settlement Class Member.

THE SETTLEMENT BENEFITS.....PAGE 5

- 9. What does the settlement provide?
- 10. Will I get a payment?
- 11. How can I get a payment?
- 12. When will I receive a payment?
- 13. If I am a member of the settlement class, what claims am I giving up?

YOUR RIGHTS AND OPTIONS.....PAGE 6

- 14. Do I need to submit a claim or pay someone else to file a claim for me?
- 15. What happens if I do nothing?
- 16. What if I previously excluded myself from the class?

COMMENTING ON OR OBJECTING TO THE SETTLEMENTPAGE 7

- 17. How can I tell the Court what I think about the settlement?
- 18. What is the difference between objecting and excluding?

THE LAWYERS REPRESENTING YOU.....PAGE 8

- 19. Do I have a lawyer in this case?
- 20. Should I hire my own lawyer?
- 21. How will class counsel be paid?

THE COURT'S FAIRNESS HEARINGPAGE 9

- 22. When and where will the Court decide whether to approve the settlement?
- 23. Do I have to come to the hearing?
- 24. May I ask to speak at the hearing?

GETTING MORE INFORMATION.....PAGE 9

- 25. How do I get more information and stay up to date on developments in the case?

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

Supervalu's records show that you may have been a customer between December 31, 2004 through September 13, 2008 (the "Class Period"). You may be a Settlement Class Member, if you meet all of the following criteria:

- a. You paid fees under Supervalu's Activity Based Sell ("ABS") pricing system;
- b. You paid ABS fees on wholesale grocery products in all four Supervalu ABS product categories (grocery, dairy, frozen, and general merchandise/health and beauty care);
- c. You purchased directly from Supervalu's Champaign, Illinois distribution center ("DC") outlined in this Notice during the Class Period; and
- d. You did not have an arbitration agreement with Supervalu.

If you are a Settlement Class Member, you have legal rights and options that you may exercise before the Court decides whether to approve the settlement.

2. WHAT IS THIS LAWSUIT ABOUT?

The Plaintiffs claim that five Classes of customers were harmed by an alleged conspiracy between competitor grocery wholesalers Supervalu and C&S, in which C&S allegedly agreed not to compete with Supervalu for wholesale grocery customers in Illinois, Indiana, Iowa, Michigan, Minnesota, Ohio, and Wisconsin.

The Defendants have consistently denied the allegations that they engaged in any unlawful agreement with each other. Defendants admit that they entered into an Asset Exchange Agreement ("AEA") in 2003, in which Supervalu sold its New England business to C&S in exchange for the former business of the Fleming Companies in Wisconsin and Ohio. Defendants maintain further that the AEA and related agreements helped improve their efficiency of their respective distribution networks and, therefore, their ability to continue to provide wholesale goods and services at competitive prices. Neither the Court nor a jury has yet determined the merits of Plaintiffs' claims or Defendants' defenses.

3. WHAT MAKES THIS LAWSUIT A CLASS ACTION?

In a class action, one or more people or businesses, called Class Representatives, sue on behalf of themselves and all others who have similar claims. Everyone who has claims similar to the Class Representatives are Class Members, except for those who are excluded or who exclude themselves from the class (see Question 7).

The Court has allowed, or certified, five Classes in this class action lawsuit. Judge Ann D. Montgomery of the United States District Court for the District of Minnesota is overseeing this class action. The lawsuit is known as *In re Wholesale Grocery Products Antitrust Litigation*, Civil No. 09-md-02090-ADM-TNL.

More information can be found in the Court's Memorandum Opinion and Order, dated September 9, 2016, available at www.WholesaleGroceryProductsClassAction.com or on the Court's website at <http://www.mnd.uscourts.gov/MDL-Wholesale/>.

4. WHO ARE THE PARTIES INVOLVED IN THE LAWSUIT?

For the settlement class, D&G, Inc. d/b/a Gary's Foods is the Class Representative of the Champaign DC Non-Arbitration Class. The Court has certified five Classes in total (see Question 6) and appointed Co-Lead Class Counsel and Liaison Counsel for the Classes. **THIS SETTLEMENT ONLY AFFECTS THE CHAMPAIGN DC NON-ARBITRATION CLASS.**

5. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff D&G or Supervalu. Plaintiff and Class Counsel thoroughly investigated the facts and law regarding the claims at issue in this litigation, as well as Supervalu's potential defenses. While Plaintiff and the Class would have sought substantial damages had the case against Supervalu gone to trial, Supervalu maintains that Plaintiff's claims lack merit and that the claims would have been rejected either prior to trial, at trial or on appeal. None of those issues were decided by the Court or a jury. Instead, recognizing the risks inherent in any trial, and after engaging in lengthy, detailed negotiations with the help of a nationally-recognized mediator, Plaintiff D&G and Supervalu – but not C&S – agreed to settle the case on behalf of the Champaign DC Non-Arbitration Class, which is the only Class that has claims in this litigation against Supervalu. With this resolution, Plaintiff and Supervalu both will avoid the cost and risk of adverse outcomes before or after trial or on appeal, and the affected class members will be compensated. For these reasons, Plaintiff and Class Counsel believe the settlement is a good result for all Settlement Class Members.

WHO CAN PARTICIPATE IN THE SETTLEMENT?

6. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT CLASS?

The Court has certified five Classes, but only the Champaign DC Non-Arbitration Class has negotiated a settlement with Supervalu. You are as a Settlement Class Member if you meet the description below.

- **The Champaign DC Non-Arbitration Class:** All customers in Illinois, Indiana, Iowa, Michigan, Minnesota, Ohio, or Wisconsin, and are located in the relevant geographic market, that paid ABS fees on wholesale grocery products in all four Supervalu ABS product categories (grocery, dairy, frozen, and general merchandise/health and beauty care) purchased directly from Supervalu's Champaign, Illinois DC from December 31, 2004 through September 13, 2008, and that did not have an arbitration agreement with Supervalu during that time. This class brings claims against Supervalu and C&S, and the settlement only affects claims against Supervalu.

7. IS ANYBODY EXCLUDED FROM THE SETTLEMENT CLASS?

Yes, the following persons and entities are excluded from the Settlement Class (and all five Classes):

- The Court and its officers, employees, and relatives;
- Defendants and their parents, subsidiaries, affiliates, shareholders, employees, and co-conspirators;
- Government entities;
- Any customer of either Defendant who, prior to C&S and Supervalu's September 6, 2003 AEA, entered into a contract with either Defendant that established the prices (including upcharges) the customer would pay for wholesale grocery products and related services throughout the entire Class Period of December 31, 2004 through September 13, 2008, and who did not amend or renegotiate the prices set in such contract during the Class Period;
- Tops Friendly Markets, LLC and The Great Atlantic & Pacific Tea Company, Inc. (also known as A&P); or
- Coborn's, Inc. and Minter Weisman Co.

8. I'M NOT SURE IF I'M A SETTLEMENT CLASS MEMBER.

If you are not sure whether you are a member of the Settlement Class, contact the Settlement Administrator toll-free at 1-844-702-7322 or visit www.WholesaleGroceryProductsClassAction.com.

THE SETTLEMENT BENEFITS

9. WHAT DOES THE SETTLEMENT PROVIDE?

Supervalu will pay the Settlement Class \$8,750,000 (the “Settlement Fund”). The Settlement Fund, less any costs associated with notifying the Settlement Class, claims administration, and Court-awarded attorneys’ fees, expenses, and incentive awards to the Class Representative for representing the Settlement Class (the “Net Settlement Fund”), will be divided *pro rata* (based on each class member’s total purchases from the Champaign DC during the Class Period) among all Settlement Class Members who have a valid and qualifying claim.

In addition to the cash component, Supervalu has agreed to authenticate certain business records produced in the event that there is a trial against C&S.

10. WILL I GET A PAYMENT?

If you are a Settlement Class Member and did not previously opt out of the Settlement Class, you will be eligible to file a proof of claim form to receive your share of money from the Settlements when the litigation against both Supervalu and C&S is concluded. The amount of your payment will be determined by the Plan of Distribution.

The Net Settlement Fund will be distributed to all Settlement Class Members who submit claims on a pro rata basis. You will be notified about how to apply for a share of the recovery in the future. You do not need to take action to stay in the class, as the exclusion deadline has passed, and Class Counsel already has records of your purchases from Supervalu during the Class Period. If your mailing address changes, please notify the Settlement Administrator or Class Counsel.

11. HOW CAN I GET A PAYMENT?

THERE IS NO CLAIMS PROCESS AT THIS TIME. At a date in the future (likely when the litigation is resolved against both defendants), Class Counsel will ask the Court to approve a claims process. Instructions on how to obtain payment from the settlement fund will be provided to you at that time, and will also be available at the litigation website, www.WholesaleGroceryProductsClassAction.com.

12. WHEN WILL I RECEIVE A PAYMENT?

Any payments to qualifying class members will be made in the future. First, as noted above, there is no claims process at this time. Second, the Court needs to decide whether to approve the settlement, and will hold a hearing on November 15, 2017, on that question. If the Court approves the settlement, it is possible that an affected class member may object and appeal. Resolving any appeals could take significant time, perhaps more than a year. In addition, the litigation continues on behalf of all five Classes against C&S. All Settlement Class Members will be informed of the progress of the settlement and the litigation at the litigation website, www.WholesaleGroceryProductsClassAction.com. Please be patient and visit the website regularly for updates.

13. IF I AM A MEMBER OF THE SETTLEMENT CLASS, WHAT CLAIMS AM I GIVING UP?

You were previously given the opportunity to exclude yourself from the lawsuit, and the time to do so now has expired. Unless you excluded yourself, you are staying in the Settlement Class, and that means you can’t sue, continue to sue, or be part of any other lawsuit against Supervalu or the Released Persons about the legal issues in this case or any claims related to the conduct and transactions alleged in the litigation. It also means that all of the Court’s orders will apply to you and legally bind you. As described in the Settlement Agreement, upon the occurrence of the Date of Final Approval, and in consideration of the consideration set forth in this Agreement, the

Releasing Parties, and each of their successors, assigns, heirs, and personal representatives, shall be deemed to, and by operation of the Order and Final Judgment shall have, hereby fully, finally, and forever released, relinquished, and discharged the Released Persons of all of the Released Claims.

A full description of the claims you are giving up against Supervalu and related parties is set forth in the Settlement Agreements in Section II(B), which may be obtained on the litigation website, www.WholesaleGroceryProductsClassAction.com, or by contacting the Settlement Administrator at 1-844-702-7322.

YOUR RIGHTS AND OPTIONS

14. DO I NEED TO SUBMIT A CLAIM OR PAY SOMEONE ELSE TO FILE A CLAIM FOR ME?

No. While there has been a settlement, there is no claims process or claim form at this time. Plaintiffs will continue to pursue their claims against C&S, and are not asking that any proceeds from the Settlement be distributed to qualifying class members at this time. There has not been a settlement with or other resolution of Plaintiffs' claims against C&S, the remaining defendant. When and if there is a recovery for all Classes, or the case otherwise resolves, at that time Class Counsel likely will propose a plan to distribute proceeds to qualifying class members, and all Class Members will be notified how this affects their rights and given instructions on how and when to file a claim.

In the meantime, you will likely receive offers from companies, not affiliated with the Court or Class Counsel, that specialize in aggregating claims of Class Members who will offer to complete and file your claim in return for your agreement to pay them a percentage of the amount you receive. **YOU DO NOT NEED TO PAY ANYONE TO FILE YOUR CLAIM.** Before you sign a contract with one of these companies, you should wait until you receive notice that the Court has approved a claim recovery process. At that time you can examine the official claim-filing process, and then you can decide whether it is worth the cost to pay someone to file your claim.

You can always seek help from the Settlement Administrator or Class Counsel at no charge.

15. WHAT HAPPENS IF I DO NOTHING?

You previously received the opportunity to exclude yourself from, or opt out of, this lawsuit. If you did not, you do not have to do anything now if you want to keep the possibility of getting money from this lawsuit. You are a member of the Settlement Class if you meet the description in Question 6 above. If the Settlement is approved, when the litigation against C&S is resolved, you will be notified about how to apply for a share of the recovery. You do not need to take action to stay in the class, and Class Counsel already has records of your purchases from Supervalu during the Class Period. However, if you still have records of your dealings with Supervalu or C&S from December 31, 2004 through September 13, 2008, please do not discard them. If your mailing address changes, please notify the Settlement Administrator or Class Counsel.

16. WHAT IF I PREVIOUSLY EXCLUDED MYSELF FROM THE CLASS?

If you previously excluded yourself, you are not a member of the Settlement Class and may not benefit from, comment on, or object to any aspect of the Settlement.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. HOW CAN I TELL THE COURT WHAT I THINK ABOUT THE SETTLEMENT?

If you're a Settlement Class Member, you can tell the Court what you think of the settlement. You can comment on or object to any part of the settlement. You can give reasons why you think the Court should approve the settlement or not. The Court will consider your views.

If you want to make a comment or objection, you must do so in writing. Your comment or objection must: (i) identify this case, *In re Wholesale Grocery Products Antitrust Litigation*, Civil No. 09-md-02090-ADM-TNL, (ii) state whether you intend to appear at the Final Fairness Hearing (although you may do so at your own expense, you need not appear in person at the hearing; the Court will consider your written views on the settlement); (iii) provide proof that you are a member of the Settlement Class; and (iv) identify the specific grounds for your comment or objection including, if applicable, any reasons why you want to appear and be heard at the Fairness Hearing, as well as all documents or writings that you want the Court to consider.

You cannot make a comment or objection by telephone or email. You must do so in writing and by mail. To be considered by the Court, your comment or objection must be postmarked by November 1, 2017, filed with the Clerk of Court, and mailed to the following addresses:

Court: Clerk of Court, United States District Court for the District of Minnesota, 300 South Fourth Street Suite 202, Minneapolis, MN 55415;

Class Counsel for Plaintiffs and the Settlement Class: W. Joseph Bruckner, Lockridge Grindal Nauen P.L.L.P., 100 Washington Avenue South, Suite 2200, Minneapolis, MN 55401.

If you do not timely submit a written comment or objection as directed above, your views will not be considered by the Court or any court on appeal.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like something about the settlement. You can only object if you did not previously exclude yourself from the Class. Excluding yourself means you previously told the Court you did not want to be a part of the lawsuit, including being part of the Settlement Class. If you excluded yourself, you have no basis to object because the settlement does not affect you.

THE LAWYERS REPRESENTING YOU

19. DO I HAVE A LAWYER IN THIS CASE?

The Court appointed the firms and lawyers listed below as Co-Lead Class Counsel and Liaison Counsel in this case. You may contact them about the case.

Co-Lead Class Counsel and Liaison Counsel:	Co-Lead Class Counsel:
W. Joseph Bruckner Elizabeth R. Odette Kristen G. Marttila Kate M. Baxter-Kauf LOCKRIDGE GRINDAL NAUEN P.L.L.P. 100 Washington Avenue South, Suite 2200 Minneapolis, MN 55401 Tel: (612) 339-6900 Fax: (612) 339-0981 wjbruckner@locklaw.com erodette@locklaw.com kgmarttila@locklaw.com kmbaxter-kauf@locklaw.com	Richard B. Drubel Matthew J. Henken BOIES, SCHILLER & FLEXNER LLP 26 South Main Street Hanover, NH 03755 Tel: (603) 643-9090 Fax: (603) 643-9010 rdrubel@bsfllp.com mhenken@bsfllp.com Daniel A. Kotchen Daniel L. Low KOTCHEN & LOW LLP 1745 Kalorama Road NW, Suite 101 Washington, DC 20009 Tel: (202) 471-1995 Fax: (202) 280-1128 dkotchen@kotchen.com dlow@kotchen.com

20. SHOULD I HIRE MY OWN LAWYER?

You do not need to hire your own lawyer. Class Counsel is working on your behalf. But you may hire—and pay for—your own lawyer if you wish. For example, you can ask your own lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you.

21. HOW WILL CLASS COUNSEL BE PAID?

To date, Class Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs in connection with the litigation. Class Counsel are not applying to the Court for an award of attorneys' fees or reimbursement of case-related expenses from the settlement fund at this time. When they do so, their request will be posted on the litigation website, www.WholesaleGroceryProductsClassAction.com, and you may learn of such requests in that manner. Please consult the website regularly for updates.

Any attorneys' fees and reimbursement of costs will be awarded only as approved by the Court in amounts which the Court determines are fair and reasonable. You will not have to pay these fees and expenses directly. If the Court grants Class Counsel's request, the fees and expenses would be paid out of a common settlement fund obtained for the Classes, including the settlement fund described in this notice.

THE COURT'S FAIRNESS HEARING

22. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Fairness Hearing on November 15, 2017, at the United States District Court for the District of Minnesota, United States Courthouse, Courtroom 13W, 300 South Fourth Street, Minneapolis, Minnesota 55415. The hearing may be moved to a different date or time without additional notice, so if you plan to attend in person you should check www.WholesaleGroceryProductsClassAction.com for any updates before making travel plans. At the Final Fairness Hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are comments or objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

23. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will be prepared to answer any questions the Court may have at the hearing. However, you are welcome to attend the hearing at your own expense. If you send a comment or objection, you do not have to come to Court to explain it. As long as you mailed your written comment or objection on time as set out in this Notice, the Court will consider it. You also may have your own lawyer attend, at your expense, but it's not required.

24. MAY I ASK TO SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Final Fairness Hearing. If you want to appear at the Fairness Hearing and make a comment or objection, either in person or through an attorney hired at your own expense, you need to file a written notice of intention to appear with the Clerk of Court. It must be filed with the Court by November 1, 2017, and mailed to each of the addresses listed in Question 17, postmarked by November 1, 2017. The written notice of intention to appear must (i) include your name, address, telephone number, and signature; (ii) state that it is your intention to appear at the Final Fairness Hearing for *In re Wholesale Grocery Products Antitrust Litigation*, Civil No. 09-md-02090-ADM-TNL; (iii) provide proof that you are a member of the Settlement Class; and (iv) identify the specific grounds for your comment or objection including any reasons why you want to appear and be heard at the Fairness Hearing, as well as all documents or writings that you want the Court to consider.

GETTING MORE INFORMATION

25. HOW DO I GET MORE INFORMATION AND STAY UP TO DATE ON DEVELOPMENTS IN THE CASE?

This Notice summarizes the settlement. More details are available in the Settlement Agreement. Please visit the website, www.WholesaleGroceryProductsClassAction.com, where you will find several informative documents, including complete copies of the Settlement Agreement, the Court's Memorandum Opinion and Order certifying the class, Plaintiffs' Second Amended Consolidated Class Action Complaint, and Defendants' Answers to Plaintiffs' Complaint. You should check the website regularly for updates on the case. Also, copies of select judicial decisions, scheduling orders, counsel and other certain information about this case are available online at <http://www.mnd.uscourts.gov/MDL-Wholesale/>.

You may also speak to Class Counsel using the contact information in Question 19, or you may contact the Settlement Administrator at 1-844-702-7322, or in writing at: Wholesale Grocery Products Antitrust Litigation, c/o JND Legal Administration, PO Box 6878, Broomfield, CO 80021.

PLEASE DO NOT CONTACT THE COURT.

Dated: August 10, 2017