

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

MATTHEW EDWARDS, et al., individually  
and on behalf of all others similarly situated,

Plaintiffs,

v.

NATIONAL MILK PRODUCERS  
FEDERATION, aka COOPERATIVES  
WORKING TOGETHER; DAIRY FARMERS  
OF AMERICA, INC.; LAND O’LAKES, INC.;  
DAIRYLEA COOPERATIVE INC.; and  
AGRI-MARK, INC.,

Defendants.

Case No. 11-CV-04766-JSW

[consolidated with 11-CV-04791-JSW  
and 11-CV-05253-JSW]

DECLARATION OF ALAN VASQUEZ  
IN SUPPORT OF MOTION FOR  
APPROVAL OF CLASS NOTICE PLAN

1 I, Alan Vasquez, hereby declare and state as follows:

2 **INTRODUCTION**

3 1. I am a Vice President of Legal Notification Services at Gilardi & Co. LLC  
4 (“Gilardi”), a KCC Class Action Services (“KCC”) company. In my role, I oversee Gilardi’s in-  
5 house advertising division specializing in the design and implementation of legal notice plans to  
6 reach unknown class members in class action litigation.

7 2. Gilardi was established in 1984 and is one of the largest full service class action  
8 notice and claims administrators in the United States. The in-house advertising division has  
9 specialized in designing, developing and implementing legal notification plans for more than 25  
10 years. As such, we are familiar with, and guided by, Constitutional due process provisions, rules of  
11 states and local jurisdictions, and the relevant case law relating to legal notification. Media plans  
12 designed and implemented by our group have included both domestic and international newspapers  
13 and magazines, Internet-based banners, notices and websites, wire service, radio, television, point  
14 of purchase displays and direct mail. As Vice President of Legal Notification Services, I oversee  
15 the advertising group’s activities as they relate to these notice services.

16 3. I have been involved in the development and implementation of media plans for  
17 class action notification for more than ten years. Prior to my engagement with Gilardi, I spent five  
18 years with another nationally recognized claims administrator serving in a similar capacity.

19 4. For several years, courts have accepted my expert testimony regarding our firm’s  
20 quantitative and qualitative evaluation of judicially approved notice plans. I have also testified in  
21 person and was acknowledged as an expert in Larson v. Sprint Nextel Corp., No. 07-cv-5325 (D.  
22 N.J.). Media campaigns for which I have been directly responsible include, but are not limited to,  
23 Pappas v. Naked Juice, No 11-cv-08276-JAK (C.D. Cal.), Mattel, Inc., Toy Lead Paint Prods. Liab.  
24 Litig., No. 07-ML-01897 (S.D. Cal.), Pecover, et al. v. Electronic Arts Inc., No. 08-cv-02820 (N.D.  
25 Cal.), New Motor Vehicles Canadian Export Antitrust Litig., No. MDL 03-1532 (D. Me.), and  
26 SRAM Antitrust Litig., No. 07-MD-01819 (N.D. Cal.). A more comprehensive list of notable  
27 matters for which I have been personally responsible for the notice planning and implementation  
28

1 services is attached as Exhibit A. I have also spoken as faculty on various CLE panels related to  
2 class action notice and related trends.

3 5. I submit this declaration at the request of counsel in the above-referenced litigation  
4 in order to describe the proposed notice plan and notice services in this matter. I have personal  
5 knowledge of the matters set forth in this declaration and, if called as a witness, could and would  
6 testify competently thereto.

7 6. This declaration is based upon my personal knowledge, information provided by  
8 counsel, and my independent research regarding the litigation and the defined classes of plaintiffs,  
9 including information obtained by Gilardi's staff and reliable industry sources.

### 10 CASE BACKGROUND

11 7. This case is about an alleged nationwide conspiracy to limit the production of raw  
12 milk in violation of the antitrust laws of fifteen states and the District of Columbia. The alleged  
13 conspiracy resulted in higher prices for milk and fresh milk products.

14 8. Gilardi is informed the plaintiff classes are defined as follows:

15 All consumers who, from 2003 to the present, as residents of certain  
16 States<sup>1</sup> and the District of Columbia, indirectly purchased milk  
17 and/or other fresh milk products (including cream, half & half,  
yogurt, cottage cheese, cream cheese, and/or sour cream) for their  
own use and not for resale.

18 9. Gilardi believes the combined class size is approximately 73 million adult residents  
19 of the States and the District of Columbia. Gilardi's initial research revealed that the majority of  
20 households nationwide consume fresh milk products. To wit:

- 21 • In 2008, 94.8% of American households purchased fluid milk<sup>2</sup>
- 22 • National survey data from Simmons Experian estimates 98.1% of households  
23 nationwide consume fresh milk products<sup>3</sup>

24 \_\_\_\_\_  
25 <sup>1</sup> The States are Arizona, California, Kansas, Massachusetts, Michigan, Missouri, Nebraska, Nevada, New  
Hampshire, Oregon, South Dakota, Tennessee, Vermont, West Virginia, and Wisconsin.

26 <sup>2</sup> U.S. Department of Agriculture, Households' Choices Among Fluid Milk Products: What Happens When  
27 Income and Prices Change (2013). The U.S.D.A.'s report was based on Nielsen Homescan data for purchases by  
24,110 households.

28 <sup>3</sup> Based on Simmons Experian's 2016 12-month study of U.S. adults. Respondents reported that their household  
"uses milk, cottage cheese, cream cheese, sour cream, drinkable non-smoothie yogurt, or spoonable yogurt."

- Further research online suggests the percentage could be as high as 99%<sup>4</sup>

10. To calculate the number of potential combined class members in the States and the District of Columbia, Gilardi applied the milk consumption percentage against population estimates for adults over the age of 18 (as of 2015) from the U.S. Census Bureau. Data from Simmons Experian estimates that 98.5% of households in the States and the District of Columbia consume fresh milk products.<sup>5</sup> The Census Bureau estimates the total 2015 population of the States and the District of Columbia, based on the 2010 census, to be 96,360,189 and the number of adults over the age of 18 to be 74,403,053. Applying the consumption percentage to the adult population number from the Census Bureau gives an estimated combined class size of approximately 73 million.

11. Given the high percentage of participating households, targeting the adult residents of the States and the District of Columbia is an appropriate focus for this notice campaign. U.S. Census data also estimates an average of approximately 2.49 individuals per household and when applied to the total population estimate, results in approximately 35 million households in the States.

12. Migration out of the States and the District of Columbia is also considered in the notice plan design. Exhibit B includes a table illustrating migration statistics generated from the Census Bureau for residents who moved from the affected states to other states. Gilardi's research indicates that in a given year the percentage of the population that migrated from one of the States or the District of Columbia to (presumably) one of the other 35 states was approximately 1-2%.<sup>6</sup> Gilardi's notice plan accounts for this migration by allocating some banner impressions on a nationwide basis, as well as releasing a national press release.

---

<sup>4</sup> [www.milkunleashed.com/whats-happening/milk-facts.html](http://www.milkunleashed.com/whats-happening/milk-facts.html) and [www.aipl.arsusda.gov/kc/dairy.html](http://www.aipl.arsusda.gov/kc/dairy.html)

<sup>5</sup> Based on Simmons Experian's 2016 12-month study of U.S. adults and limited to the States and Washington D.C. Respondents reported that their household "uses milk, cottage cheese, cream cheese, sour cream, drinkable non-smoothie yogurt, or spoonable yogurt."

<sup>6</sup> Based on an analysis of the U.S. Census Bureau's American Community Survey (ACS), which provides population estimates (age 1+). According to this data, in 2013, about 1.4 million people, or 1.5% of the population of the States and the District of Columbia, moved to a state or territory not included in that group. In 2007, that percentage was 1.7%.

1 **NOTICE PLAN OVERVIEW**

2 13. The objective of the proposed notice plan is to provide the best notice practicable,  
3 consistent with the requirements set forth in Rule 23 of the Federal Rules of Civil Procedure and all  
4 applicable state laws and court rules. The methods and tools used in developing this notice plan  
5 have been employed in many other court-approved notice plans.

6 14. Gilardi is informed that direct contact information is not available for the members  
7 of the plaintiff classes. Thus, Gilardi has focused its efforts on publication notice.

8 15. Gilardi has chosen efficient media vehicles that will reach a large percentage of  
9 class members and provide legal notice of their rights in the litigation. Specifically, the Notice Plan  
10 relies on the following elements:

- 11 a. Internet Publication, including Sponsored Links on the Google and  
12 Yahoo!/Bing networks and targeted banner advertising on the Xaxis  
13 network;
- 14 b. Facebook Text Link and Banner Advertising;
- 15 c. A Twitter Promoted Tweet Campaign;
- 16 d. Case-Dedicated Website; and
- 17 e. A Party-Neutral National Press Release.

18 16. As discussed earlier, Gilardi recommends focusing the majority of publication  
19 notice efforts on residents of the States and the District of Columbia. To account for the 1-2% of  
20 the population of the fifteen states and D.C. who move out of the subject territory in a given year,  
21 discussed in Paragraph 12, above, the online advertising campaign will allocate some impressions  
22 on a national basis and the press release will be released nationwide.

23 **PUBLICATION NOTICE PROGRAM**

24 17. **Internet Publication.** Gilardi will implement a comprehensive Internet notice  
25 campaign that will offer advantages to the classes, including flexibility to adjust messaging,  
26 tracking capabilities that allow optimization of the plan during the campaign, and cost efficiency.

27 18. Specifically, to ensure an effective online campaign, Gilardi will utilize:  
28

- 1 a. Sponsored Links (search) advertising on the Google and Yahoo!/Bing
- 2 networks;
- 3 b. Banner and Text Link advertising served through the Google Display
- 4 Network;
- 5 c. Targeted banner advertising through the Xaxis network;
- 6 i. Gilardi will cause an estimated 59 million unique impressions<sup>7</sup> to be
- 7 served to reach a minimum of 75% of the adult residents in the States
- 8 and the District of Columbia, as well as states where former residents
- 9 have relocated.
- 10 ii. Samples of banners to be used are attached as Exhibit C.
- 11 d. Facebook Text Link and Banner Advertising; and
- 12 i. Gilardi will utilize geo-targeting to the affected states and interest
- 13 targeting likely to reach dairy purchasers.
- 14 e. Twitter Promoted Tweet Campaign;
- 15 i. Gilardi will utilize geo-targeting to the affected states, interest
- 16 targeting likely to reach dairy purchasers, and handles related to the
- 17 dairy industry and dairy product influencers.

18 19. **Case-Dedicated Website.** A case-dedicated website will be established, which will  
19 be a source of reliable and accurate information for class members and the general public. The paid  
20 media campaign will direct individuals to the case website. The administrator that Plaintiffs will  
21 later propose for the electronic distribution of funds - Sipree, Inc. - will host the settlement notice  
22 website. Class counsel believes this will ensure the most efficient and cost effective processing of  
23 claims; because claims will be submitted via the website, hosting by Sipree will enable it to  
24 directly pull the information submitted by class members.

25 20. The case website will provide a longer form of notice, which will include answers to  
26 many of the frequently asked questions by class members. A proposed long form notice is attached

---

27 <sup>7</sup> 177 million gross impressions, frequency capped at three times (3x) by IP address, resulting in 59 million  
28 impressions to unique IP addresses.

1 as Exhibit D. This notice is similar in substance to notice approved by other courts in this district,  
2 including in indirect purchaser classes. Attached as Exhibits E and F are examples of notices  
3 disseminated to the indirect purchaser classes in *Pecover, et al. v. Electronic Arts Inc.*, No. 08-cv-  
4 02820 (N.D. Cal.) and *In re Static Random Access Memory (SRAM) Litig.*, No. 07-cv-01819 (N.D.  
5 Cal.). The case website will provide the long form notice in both English and Spanish.

6 21. Analytics code will be placed on each page of the website by Sipree. Analytics  
7 installed on the website and data provided to Gilardi from the server logs will be used to analyze  
8 the notice plan's performance and allow for optimization of the efforts during the campaign.  
9 Analytics can provide information such as total visits, unique visits, time spent on website, time  
10 spent on specific pages, which ads are directing the most traffic and which URLs are generating  
11 high traffic.

12 22. **Press Release.** Gilardi will release a party-neutral Press Release about the  
13 Settlement through PR Newswire. A press release is still one of the most cost effective ways to  
14 supplement notice efforts and provide an opportunity for media outlets to pick up the story and post  
15 it both to print publications as well as websites. Once live, each press release is available to media  
16 outlets for up to 30 days. PR Newswire is one of largest wire release distributors with the ability to  
17 reach more than 200,000 media points and 10,000 Websites. The reporting options for PR  
18 Newswire offer substantial data, including where the release appeared, online links to it, and how a  
19 release's coverage ranks against others. Gilardi will review the reports, determine sites that have  
20 picked up the release, and visit those sites to evaluate the content and whether it can be helpful for  
21 optimizing the performance of the campaign.

## 22 SUMMARY

23 23. It is Gilardi's opinion that the notice plan attached as Exhibit G will reach at least  
24 75% of the adult residents of the States and the District of Columbia, and therefore the members of  
25 the plaintiff classes who reside in those states as well. Banner impressions served to residents of  
26 the States and the District of Columbia will be frequency capped at 3 times per IP address, ensuring  
27 a number of unique impressions are served in excess of 75% or more of the adult population of the  
28

1 States and the District of Columbia. The estimated populations of each affected state and the  
2 results of our household population research are included in Exhibit H.

3 24. Many courts have held that notice plans estimated to reach a minimum of 70% of  
4 the class are sufficient and thus comply with Rule 23. When implemented, the Notice Plan will  
5 exceed this standard of reach using methodology consistent with other national class action notice  
6 programs. Gilardi believes that the plan results in a campaign that will reach a large percentage of  
7 the class members and comport in all respects with Rule 23 of the Federal Rules of Civil  
8 Procedure.

9 I declare under penalty of perjury that the foregoing is true and correct.

10 Executed on this 12th day of August 2016, at San Rafael, California.

11 

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  

---

ALAN VASQUEZ



# EXHIBIT – A



**EXHIBIT - 1**

**Notice Plans Designed and Implemented by Alan Vasquez**

---

**Automotive**

Automobile Antitrust Cases I and II , No. JCCP 4298 and 4303 (San Francisco Sup. Ct., CA)  
New Motor Vehicles Canadian Export Antitrust Litigation , No. MDL 03-1532 (Dist. Court of Maine) & New Motor Vehicles Canadian Export  
Antitrust Litigation, No. 2:03-MD-1532-DBH (Dist. Court of Maine)  
In Re: Automotive Parts Antitrust Litigation, Master File No. 12-md-02311 (E.D. MI, Southern Division)

**Entertainment**

Herbert et al. v. Endemol USA, Inc. et al. , Case No. 2:07-cv-03537-JHN-VBKx (C.D. Cal.)  
Couch v. Telescope Inc., et al, Case No. 2:07-cv-03916-JHN-VBKx (C.D. Cal.)  
McDonald v. RealNetworks, Inc. , No. 816666 (Orange County Sup. Ct., CA)  
Pecover et al. v. Electronic Arts Inc. , No. 08-cv-02820 CW (N.D. Cal.)  
In re NCAA Student-Athlete Name & Likeness Licensing Litigation, Case No. 4:09-cv-1967 CW (NC) (N.D. Cal.)  
Jane Doe v. Twitter, Inc., Case No. GCG-10-503630 (Sup. Ct., County Of San Francisco)  
Collin Higgins Productions Ltd. V. Universal Studios LLC, Case No. BC499180 (Sup. Ct., County of Los Angeles, Central Civil West)

**Environment**

Koepf et al. v. Hanjin Shipping, Co. et al., No. CGC-07-469379 (San Francisco County Sup. Ct., CA)  
Loretz et al. v. Regal Stone Limited et al., No. 07-5800-SC (N.D. Cal.)  
Tarantino et al. v. Regal Stone et al., No. CGC-07-469379 (San Francisco County Sup. Ct., CA)

**Government**

McKesson Governmental Entities Average Wholesale Price Litigation, No. 1:08-cv-10843-PBS (D. Mass.)

**Technology**

SRAM Antitrust Litigation, No. 4:07-MD-01819-CW (N.D. Cal)

**Telecommunications**

White v. Cellco Partnership , No. RG04-137699 (Alameda County Sup. Ct., CA)  
In re Universal Service Fund Telephone Billing Practices Litig., MDL No. 1468 (D. Kan.)  
Estuardo Ardon v. City of Los Angeles, Case No. BC363959 (Sup. Ct., County of Los Angeles)

**Consumer Products**

Natalie Pappas v. Naked Juice Co. of Glendora, Inc. Case No. LA CV 11-08276-JAK (C.D. Cal)  
Barbara Marciano v. Schell & Kampeter, Inc. et al No. 12-cv-02708-SJF-AKT (E.D. NY)  
Mattel, Inc., Toy Lead Paint Products Liability Litigation, No. 2:07-ML-01897-DSF-AJW (S.D. Cal.)  
Gallucci v. Boiron, Inc. et al., No. 11-cv-2039-JAH (NLSx)  
Nigh v. Humphreys Pharmacal, Incorporated et al., Case No. 3:12-cv-02714-MMA-DHB  
In re: Bayer Corp. Combination Aspirin Products Marketing and Sales Practices Litigation, No. 09-MD-2023  
In Re: Aurora Dairy Corp. Organic Milk Marketing and Sales Practices Litigation, Civil Litigation No. 4:08-md-01907-ERW  
Eliason v. Gentek Building Products, Inc., and Associated Materials, Inc. , No. 1:10-cv-02093 (N.D. Ohio)  
Hart v. Louisiana-Pacific Corporation , No. 2:08-cv-00047 (E.D.N.C.)  
Christopher Lewert v. Boiron Inc., Case No. 2:11-cv-1080-SVW (SHx) (U.S. District Court, Central District of CA)

**Debt Collection Practices**

Adams, et al., v. AllianceOne Receivables Management, Inc. (Case No. 08-CV-0248)  
Pepper v. Midland Credit Management, Inc. and Encore Capital Group, Inc., No. 37-2011-00088752 (San Diego Sup. Ct. Ca)

# **EXHIBIT – B**

Current Residence	Former Residence																Total
	Arizona Estimate	California Estimate	District of Columbia Estimate	Kansas Estimate	Massachusetts Estimate	Michigan Estimate	Missouri Estimate	Nebraska Estimate	Nevada Estimate	New Hampshire Estimate	Oregon Estimate	South Dakota Estimate	Tennessee Estimate	Vermont Estimate	West Virginia Estimate	Wisconsin Estimate	
Alabama	1,077	4,918	10	566	972	2,801	1,501	173	569	0	228	318	8,806	19	109	296	22,363
Alaska	733	2,874	0	984	95	563	876	0	469	16	1,264	54	570	6	257	216	8,977
Arkansas	661	4,925	330	1,650	0	429	5,273	137	348	361	786	94	4,285	0	150	331	19,760
Colorado	8,798	23,714	78	6,545	2,194	2,718	6,317	3,457	2,498	536	2,793	1,651	2,295	689	246	2,623	67,152
Connecticut	1,791	4,206	367	210	7,645	1,193	339	0	122	2,547	271	0	1,139	621	183	435	21,069
Delaware	0	810	292	0	94	171	477	131	0	0	0	0	163	0	53	0	2,191
Florida	7,553	26,690	1,762	4,171	19,621	19,860	10,754	2,228	3,508	4,987	1,816	533	13,232	1,434	4,250	7,321	129,720
Georgia	3,464	13,792	1,064	1,885	2,413	8,336	1,944	525	879	293	666	67	18,867	200	645	3,066	58,106
Hawaii	1,153	12,901	233	100	118	447	1,032	27	1,439	98	889	270	385	0	0	231	19,323
Idaho	2,915	9,232	82	133	59	378	372	384	2,563	0	5,645	3,043	625	0	0	334	25,765
Illinois	5,598	18,305	1,035	1,950	2,865	15,022	12,589	1,560	2,357	325	2,133	274	6,023	1,032	1,074	15,844	87,986
Indiana	3,093	7,959	1,316	1,264	532	9,807	2,274	241	1,374	240	1,862	189	2,626	261	160	2,490	35,688
Iowa	968	6,346	0	3,153	322	667	3,625	6,466	532	0	746	2,151	789	367	147	5,219	31,498
Kentucky	1,057	2,932	203	919	419	4,020	1,921	670	86	222	119	0	8,355	254	1,772	1,237	24,186
Louisiana	231	4,710	393	457	559	1,418	1,560	364	741	0	2,802	145	3,566	0	726	517	18,189
Maine	510	2,773	0	922	5,156	79	185	242	113	4,489	128	0	158	1,358	155	17	16,285
Maryland	1,515	8,255	20,845	1,378	2,388	935	762	111	280	108	589	359	1,215	416	4,653	1,379	45,188
Minnesota	3,389	5,557	187	861	707	1,678	1,355	1,092	1,141	0	1,687	2,757	631	198	596	17,649	39,485
Mississippi	1,129	3,074	0	218	308	2,083	839	304	429	40	178	60	11,928	0	126	285	21,001
Montana	914	4,228	12	305	188	397	345	212	771	386	2,795	370	31	318	50	875	12,197
New Jersey	979	6,640	923	227	3,858	2,363	1,068	328	951	848	861	22	1,187	871	461	115	21,702
New Mexico	5,551	5,697	71	878	913	517	1,399	256	1,144	78	1,155	737	622	0	198	509	19,725
New York	3,642	23,533	3,066	2,093	14,626	3,030	2,058	280	1,692	2,212	2,020	443	1,458	2,412	725	1,412	64,702
North Carolina	4,437	14,315	2,032	1,237	6,177	6,438	1,207	648	2,165	1,923	1,442	0	7,249	863	3,684	1,449	55,266
North Dakota	1,312	2,051	116	0	50	513	492	289	297	49	1,058	2,940	128	117	0	464	9,876
Ohio	2,793	9,126	295	1,247	3,147	16,503	1,370	383	1,030	745	925	0	5,100	393	9,890	2,390	55,337
Oklahoma	3,203	7,959	60	6,628	147	1,376	4,330	1,232	1,153	298	716	367	1,385	0	589	1,125	30,568
Pennsylvania	2,189	7,269	1,601	713	7,336	3,179	2,151	302	595	906	1,503	188	3,335	621	3,524	1,586	36,998
Rhode Island	22	2,272	0	0	9,091	613	23	491	0	1,037	6	0	6	857	52	0	14,470
South Carolina	2,054	9,781	417	979	2,657	2,988	1,795	397	742	1,283	584	242	2,952	184	1,347	1,229	29,631
Texas	19,224	66,318	1,435	9,225	5,391	9,969	13,310	3,947	9,526	1,449	4,362	1,290	14,363	0	1,578	6,646	168,033
Utah	5,259	15,794	0	626	1,386	1,656	1,825	786	7,708	0	2,757	96	1,263	329	0	618	40,103
Virginia	3,518	16,513	9,389	2,719	5,225	3,243	2,811	819	637	449	455	88	5,372	349	6,047	1,524	59,158
Washington	10,591	37,150	621	1,285	2,192	2,437	3,420	1,353	3,772	297	27,560	1,483	2,054	167	89	4,190	98,661
Wyoming	1,081	2,951	0	594	415	905	1,274	517	42	0	2,215	572	262	95	0	181	11,104
Puerto Rico	92	713	0	670	1,663	87	0	234	0	0	0	0	67	0	0	813	4,339
Total Outflow to Non-Subject State	112,496	396,283	48,235	56,792	110,929	128,819	92,873	30,586	51,673	26,222	75,016	20,803	132,492	14,431	43,536	84,616	1,425,802
2012 ACS Estimated Population	6,468,907	37,572,738	624,847	2,848,708	6,580,641	9,778,980	5,951,913	1,829,420	2,725,280	1,309,203	3,857,465	821,669	6,378,278	620,224	1,837,518	5,660,677	94,866,468
Outflow Percentage (2012 to 2013)	1.74%	1.05%	7.72%	1.99%	1.69%	1.32%	1.56%	1.67%	1.90%	2.00%	1.94%	2.53%	2.08%	2.33%	2.37%	1.49%	1.50%

\*Includes Puerto Rico and the District of Columbia

<sup>1</sup>The estimates for the United States do not include Puerto Rico

N/A - Not Applicable

For more information on state-to-state migration flows see <http://www.census.gov/hhes/migration/data/acs/state-to-state.html>

Data Source: U.S. Census Bureau, 2013 American Community Survey, 2012 American Community Survey

Table with row headers in column A, L, W, AH, AS, BD, BO, BZ, CK, CV, and DG, and column headers in rows 6 through 8 and 45 through 47.

**State-to-State Migration Flows\***

Dataset: 2013 American Community Survey 1-Year Estimates, 2012 American Community Survey 1-Year Estimates

Universe: Population 1 year and over

# EXHIBIT – C



## Milk Banner Concepts - 08/11/16

300 x 250 - Image #1



Notes: Wont translate well into other banner sizes.

300 x 250 - Image #2



Notes: Willl translate into other banner sizes easily.

300 x 250 - Image #3



Notes: Willl translate into other banner sizes easily.

300 x 250 - Image #4



Notes: Willl translate into other banner sizes easily.

300 x 250 - Image #5



Notes: Willl translate into other banner sizes easily.

300 x 250 - Image #6



Notes: Wont translate well into other banner sizes.

# EXHIBIT – D

LEGAL NOTICE OF SETTLEMENT

***Matthew Edwards v. National Milk Producers Federation***  
United States District Court, Northern District of California  
Case No. 11-cv-04766-JSW

If you purchased **milk or other fresh milk products** (including cream, half & half, yogurt, cottage cheese, cream cheese, or sour cream) while a resident of *Arizona, California, the District of Columbia, Kansas, Massachusetts, Michigan, Missouri, Nebraska, Nevada, New Hampshire, Oregon, South Dakota, Tennessee, Vermont, West Virginia, or Wisconsin* during the period of 2003 to the present for your own use and not for resale, you may be eligible for cash benefits from a settlement reached in antitrust litigation currently pending in federal court. **For class members to ensure cash payment, you must file a claim online by January 31, 2017.**

This notice is a summary only. For the precise terms and conditions of the settlement and other information, visit [www.freshmilkpricefixing.com](http://www.freshmilkpricefixing.com).

Para una notificación en Español, llamar 1-877-417-4561 o visitar [www.freshmilkpricefixing.com](http://www.freshmilkpricefixing.com).

**WHY SHOULD I READ THIS NOTICE?**

You may be eligible for a payment from a settlement reached with defendants National Milk Producers Federation, aka Cooperatives Working Together (CWT), Dairy Farmers of America, Inc., Land O'Lakes, Inc., Dairy Lea Cooperative Inc., and Agri-Mark, Inc. to resolve an antitrust class action lawsuit pending before Judge Jeffrey White in federal court.

This antitrust lawsuit alleges a nationwide conspiracy by CWT and its members to limit the production of raw farm milk by prematurely slaughtering cows, in order to illegally increase the price of milk and other fresh milk products. Defendants deny any wrongdoing or liability for the claims alleged.

This antitrust lawsuit has already been certified by the Court as a class action. In a class action, one or more individuals, called named plaintiffs, file suit on behalf of others with similar claims, called the class or class members. These named plaintiffs represent and act on behalf of the class. You are a class member if you purchased milk or other fresh milk products (including cream, half & half, yogurt, cottage cheese, cream cheese, or sour cream) while a resident of Arizona, California, the District of Columbia, Kansas, Massachusetts, Michigan, Missouri, Nebraska, Nevada, New Hampshire, Oregon, South Dakota, Tennessee, Vermont, West Virginia, or Wisconsin during the period of 2003 to 2012 for your own use and not for resale.

The Court has ordered that this notice be published to inform you of the settlement and your rights in the litigation. This notice is not an expression by the Court of any opinion as to the merits of any of the claims or defenses asserted by either side in this lawsuit. ***Read on for more information on your options, including how to claim your cash payment.***

**WHO IS INCLUDED IN THE SETTLEMENT?**

Individuals and entities who, as residents of Arizona, California, the District of Columbia, Kansas, Massachusetts, Michigan, Missouri, Nebraska, Nevada, New Hampshire, Oregon, South Dakota, Tennessee, Vermont, West Virginia, or Wisconsin, during the period of 2003 to 2012, purchased milk or other fresh milk products (including cream, half & half, yogurt, cottage cheese, cream cheese, or sour cream) for their own use and not for resale. Governmental entities are excluded from the class.

To be a class member, you must not have purchased the milk or other fresh milk products directly from a defendant. Instead, you must have purchased the milk indirectly, for example, through a grocery store or other retailer.

To be a class member, you must have purchased the milk for your own consumption or that of your household or organization and ***not for resale***. Entities charging their participants for milk, for meals including milk, or for general programming with meals and/or drinks including milk are not eligible to recover.



## WHAT DOES THE SETTLEMENT PROVIDE?

The settlement provides for \$52 million in recovery for the class. You can submit a simple online claim form opting for cash, with no proof of purchase required. If final approval is granted to the settlement, Class members who have filed valid and timely claims will receive cash payments distributed directly into an online account of their choosing, e.g., Amazon, PayPal, or Google Wallet account. There will be two different levels of fixed cash payments, based on class member's purchases and the total number of class members making claims. Any class member whose claim form identifies it as purchasing milk and fresh milk products in an amount that exceeds normal household purchases will receive the higher fixed amount. For example, the regular fixed amount may be \$30, or it may be higher or lower depending on the numbers of all class members making claims, with the higher fixed cash payment above that amount. Any remaining funds may be distributed in a second round using grocery loyalty cards to be automatically loaded with a fixed dollar amount, based on triggering purchases of milk or fresh milk products in the relevant states, or, depending on the funds remaining, distributed to the Attorneys General for the class jurisdictions for use in prosecuting consumer antitrust claims. Under no circumstances will the money go back to the defendants.

## WHO ARE RELEASED?

The settlement releases defendants National Milk Producers Federation, aka Cooperatives Working Together (CWT), Dairy Farmers of America, Inc., Land O'Lakes, Inc., DairyLea Cooperative Inc., and Agri-Mark, Inc. from the claims made in this litigation.

## YOUR RIGHTS AND OPTIONS

- **Get a Payment**

File a claim online or by mail by January 31, 2017. **The simple online claim form usually takes only 3-5 minutes.** Claims may be submitted online at [www.freshmilkpricifixing.com](http://www.freshmilkpricifixing.com) or by mail to *Fresh Milk Products Antitrust Litigation*, PO Box 6002, Larkspur, CA 94977-6002.

- **Exclude Yourself**

You can choose to exclude yourself from the litigation and keep your right to sue the defendants on your own. If you exclude yourself, you cannot receive any benefits from the settlement. Your written exclusion must set forth your name and a statement that you request exclusion from the class and do not wish to participate in the settlement. All requests for exclusion must be postmarked by October 28, 2016 and sent to *Fresh Milk Products Antitrust Litigation*, PO Box 6002, Larkspur, CA 94977-60.

- **File an Objection**

You can ask the Court to deny approval to the settlement by filing an objection. Please note that you cannot ask the Court to order a larger settlement or otherwise change the terms of the settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement with a written objection filed or postmarked on or before October 28, 2016. All written objections and supporting papers must (a) clearly identify the case name and number (*Edwards v. National Milk Producers Federation*, Case No. 11-CV-04766-JSW); (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, or by filing them in person at any location of the United States District Court for the Northern District of California; and (c) be filed or postmarked on or before October 28, 2016.

You may also appear at the Final Approval Hearing, described below, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

- **Go to a Hearing**

The Court will hold a final approval hearing on December 16, 2016, at 9:00 a.m. at the United States District Court, 1301 Clay Street, Oakland, CA, Courtroom 5, 2nd Floor, to consider whether to approve or deny the settlement and a request for attorneys' fees up to one third of the settlement funds plus costs and expenses, as well as service awards for the named plaintiffs. You may appear at the final approval hearing either in person or through your own attorney.

The Hearing may be moved to a different date or time without additional notice, so please check the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov> or [www.freshmilkpricefixing.com](http://www.freshmilkpricefixing.com) for any updates and additional information.

#### **WHO REPRESENTS ME?**

The Court appointed Hagens Berman Sobol Shapiro LLP to represent the class. You may hire your own attorney, if you wish, at your own expense.

#### **HOW CAN I GET MORE INFORMATION?**

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at [www.freshmilkpricefixing.com](http://www.freshmilkpricefixing.com), by contacting class counsel at Hagens Berman Sobol Shapiro ([milk@hbsslaw.com](mailto:milk@hbsslaw.com)), by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

For questions about the settlement or the claims process, you may contact the Settlement Administrator at 1-877-417-4561, via email at [info@freshmilkpricefixing.com](mailto:info@freshmilkpricefixing.com), or visit [www.freshmilkpricefixing.com](http://www.freshmilkpricefixing.com). ***Please do not telephone the Court or the Court Clerk's Office to inquire about this settlement or the claims process.***

# **EXHIBIT – E**

**Notice of Proposed Settlement of Class Action**  
**United States Federal District Court for the Northern District of California**  
 1301 Clay Street, Oakland, CA 94612

**IF YOU ARE IN THE UNITED STATES AND BOUGHT A NEW COPY OF AN ELECTRONIC ARTS' MADDEN NFL, NCAA FOOTBALL, OR ARENA FOOTBALL VIDEOGAME FOR XBOX, XBOX 360, PLAYSTATION 2, PLAYSTATION 3, GAMECUBE, PC, OR WII, WITH A RELEASE DATE OF JANUARY 1, 2005 TO JUNE 21, 2012, YOUR RIGHTS MAY BE AFFECTED.**

[Aga click aqui para una version en Espanol del aviso](#)

- Customers of Electronic Arts Inc. have filed a class action lawsuit alleging that Electronic Arts violated their rights under federal and California law.
- The Court has allowed the lawsuit to be a class action on behalf of all persons in the United States who purchased a new copy of an Electronic Arts' *Madden NFL*, *NCAA Football*, or *Arena Football* videogame for Xbox, Xbox 360, PlayStation 2, PlayStation 3, GameCube, PC, or Wii, with a release date of January 1, 2005 to June 21, 2012.
- Electronic Arts has denied any liability and all allegations of misconduct. The Court has not decided whether the Plaintiffs' claims have any merit. However, your legal rights are affected, and you have a choice to make now:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>SUBMIT A CLAIM FORM BY MARCH 5, 2013</b>	<p><b>Stay in this lawsuit. Submit a Claim Form. Await the outcome. If the Settlement is approved by the Court you may be eligible for a payment of money under the Settlement. Be bound by the result.</b></p> <p>By submitting a Claim Form you keep the possibility of getting money or benefits that may come from the Settlement. But you give up any rights to sue Electronic Arts separately about the same legal claims in this lawsuit. If you do not file a Claim Form before March 5, 2013, you give up your right to get money from the Settlement if it is approved by the Court. You may file a claim online at <a href="http://www.easportslitigation.com">www.easportslitigation.com</a>.</p>
<b>SUBMIT AN OBJECTION BY DECEMBER 10, 2012</b>	<p><b>Object to the Settlement.</b></p> <p>Stay in the lawsuit, but submit an objection. By objecting to the Settlement you give up your right to be excluded from the Settlement and your right to file your own action. If you object to the Settlement, you may ask a lawyer to represent you at your own cost.</p>
<b>ASK TO BE EXCLUDED BY DECEMBER 10, 2012</b>	<p><b>Get out of this lawsuit. Get no benefits from it. Keep your rights.</b></p> <p>If you ask to be excluded and money or benefits are later awarded, you won't share in those. But you keep your right to sue Electronic Arts separately about the same legal claims in this lawsuit.</p>

## Basic Information

### 1. What is this notice about?

This notice explains that the Court has allowed, or “certified,” a class action lawsuit that may affect you and that there is a settlement pending in the case. You have legal rights and options in this action. This class action lawsuit is known as *Pecover v. Electronic Arts*, No. 08-cv-02820 CW. It is pending in the United States Federal District Court for the Northern District of California, located in Oakland, California.

### 2. What is this lawsuit about?

The lawsuit claims that Electronic Arts violated federal and California antitrust laws, as well as California consumer protection laws, by signing exclusive licensing agreements with the Arena Football League (“AFL”), the Collegiate Licensing Company (“CLC”) (on behalf of the National Collegiate Athletic Association (“NCAA”)), the National Football League (“NFL”), the National Football League Players Association (“NFLPA”) and ESPN. The lawsuit claims that these agreements gave Electronic Arts a monopoly over an alleged market for league-branded, simulation football videogames, and allowed it to charge higher prices than it would have in a competitive environment. The suit seeks to recover monetary damages and restitution, as well as injunctive relief.

Electronic Arts denies Plaintiffs’ allegations. Electronic Arts asserts that (i) there is no such thing as a discreet “market” for league-branded, simulation football videogames; (ii) the NFL and its Players’ Association, the NCAA, and other licensors asked Electronic Arts and other game publishers to bid for the rights to make videogames using their trademarks and other intellectual property rights; (iii) EA did so and was awarded certain rights to make videogames using these licensors’ trademarks and other intellectual property rights; (iv) it is not illegal to bid on trademark licenses, exclusive or otherwise, that intellectual property owners choose to offer, (v) exclusive trademark licenses are commonplace and widely accepted in commerce and under the law as one legitimate way for an intellectual property rights holder to maximize the value of its property, (vi) the conduct challenged by Plaintiffs has not injured consumers, and (vii) Electronic Arts has never charged supra-competitive prices for its videogames.

The Court has not decided whether Electronic Arts did anything wrong, and this Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses asserted by any party to this litigation.

### 3. What is a class action and who is involved?

In a class action lawsuit, one or more people (in this case Geoffrey Pecover and Andrew Owens) have sued on behalf of other people (called “Class Members”) who have similar claims. One court resolves the issues for everyone – except for those people who choose to exclude themselves from the class. The company sued in this case, Electronic Arts, is called the Defendant.

### 4. Why is this lawsuit a class action?

The Court decided that this lawsuit and the Settlement, if approved, can be a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. More information about why the Court is allowing this lawsuit to be a class action is in the Court’s Preliminary Approval Order, found [here](#).

## The Claims in the Lawsuit

### 5. What are the Plaintiffs’ claims in the lawsuit?

In the lawsuit, the Plaintiffs claim that Electronic Arts’ exclusive licensing agreements violate various federal and California laws. You can read the Plaintiffs’ First Amended Complaint, filed in *Pecover v. Electronic Arts*, No. 08-cv-02820 CW, dated May 9, 2011, [here](#).

**6. How does Electronic Arts answer?**

Electronic Arts denies any wrongdoing and denies the Plaintiffs' allegations. Electronic Arts contends that the exclusive licensing agreements are legal and proper, and that it never overcharged consumers for the videogames at issue. Additional information regarding Electronic Arts' position is set out above (see "What is this lawsuit about?").

**7. Has the Court decided who is right?**

The Court has not decided whether Electronic Arts is correct, or whether Plaintiffs are correct. By issuing this Notice, the Court is not suggesting that the Plaintiffs would have won or lost this case. This Notice is to inform you about the Settlement and that you must make a decision about it.

**The Proposed Settlement**

**8. What are the terms of the Settlement?**

The Settlement provides that Electronic Arts will pay \$27 million into a fund that will include money for Settlement Class Members to be provided for timely and valid claims as detailed below in paragraph 9, after deducting payment for the costs of administering the Settlement, including the costs of this notice, attorneys' fees, costs of the litigation and any payments allowed by the Court to the named Plaintiffs, known as the "class representatives." This money is referred to here as the "Common Fund."

Additionally, the Settlement provides that Electronic Arts will not enter into an exclusive trademark license with the AFL for five years from the date of approval of the Settlement; and that Electronic Arts will not renew its current collegiate football trademark license with the CLC on an exclusive basis for five years after it expires in 2014; and that Electronic Arts will not seek any new exclusive trademark license for the purpose of making football videogames with the CLC, the NCAA, or any NCAA member institution covered by the current exclusive license for five years after the expiration of the current CLC agreement. You can read more about the Settlement [here](#).

The Settlement will release claims that consumers may have against Electronic Arts relating to the exclusive agreements, and any resulting overcharge for football videogames, for the period of time from January 1, 2005 to June 21, 2012, unless an individual excludes himself or herself from the Settlement. Specifically, the Settlement will release and forever discharge the claims that were pled or could have been pled in the *Pecover v. Electronic Arts* case. You can read more about the scope of the release and the released claims [here](#).

**9. How much will my payment be?**

If approved by the Court, payments will be made to Settlement Class Members who submit timely and valid claims out of the net proceeds of the Settlement (the amount available after deducting payment of the costs of administering the Settlement, including the costs of this notice, attorneys' fees, costs of the litigation, and any payments allowed by the Court to the named Plaintiffs) based on the type and number of videogames purchased by a Settlement Class Member.

If you are an eligible Settlement Class Member, your share of the net proceeds of the Settlement will be based upon the number of videogame titles you purchased new, as well as the number of Settlement Class Members who submit valid claims.

Valid claims for the purchase of *Madden NFL*, *NCAA Football*, or *Arena Football* videogames for the Xbox, PlayStation 2, PC, or GameCube platforms ("Sixth Generation Purchasers") will be valued at \$6.79 per new game purchased, up to a total of eight units (\$54.32). Valid claims for the purchase of *Madden NFL* or *NCAA Football* videogames for the Xbox 360, PlayStation 3, or Wii platforms ("Seventh Generation Purchasers") will be valued at \$1.95 per new game purchased, up to a total of eight units (\$15.60). The different amounts reflect the differences in Plaintiffs' estimated overcharge for the various platforms, as determined by the economics experts hired by Plaintiffs to evaluate their claims.

If after receiving all valid claims, the claims administrator determines that the net settlement amount is sufficient to pay out all the valid claims submitted, then each valid claim will be paid out at the values listed above. If, however, the claims administrator determines that the net settlement amount is not enough to pay out all the valid claims submitted, then the claim amounts will be reduced on a pro rata basis.

If, after paying out valid claims made by Settlement Class Members, monies remain available, the parties will make their best efforts to identify Settlement Class Members who (i) have purchased sixth generation games, (ii) provided Electronic Arts with a physical mailing address, and (iii) did not submit a Claim, and send payment to such individuals in an amount that equals the average claim paid to a sixth generation purchaser who submitted a claim, without the necessity of a Claims Form.

**10. Is there any money available now?**

No money or benefits are available now because the Court has not yet decided whether to approve the Settlement. There is no guarantee that money or benefits ever will be obtained; however, if you want to participate in the Settlement you should file a claim online [here](#), or submit the Claim Form, available [here](#).

**Who Is in the Settlement Class**

You need to decide whether you are affected by this lawsuit.

**11. Am I part of this Settlement Class?**

You are a member of the Settlement Class if:

You are in the United States and bought a new copy of an Electronic Arts' *Madden NFL, NCAA Football, or Arena Football* videogame for Xbox, Xbox 360, PlayStation 2, PlayStation 3, GameCube, PC, or Wii, with a release date of January 1, 2005 to June 21, 2012.

You are excluded from the Settlement Class if (1) you purchased the game(s) directly from Electronic Arts; (2) you purchased only used copies of the games; or (3) you are an employee, officer, director, or legal representative of Electronic Arts or a wholly or a partly owned subsidiary or affiliated company.

You are also excluded from the Settlement Class if you previously submitted a timely request for exclusion on or prior to June 25, 2011.

**Your Rights and Options**

You have to decide whether to participate in the Settlement and you have to decide this now.

**12. What happens if I do nothing at all?**

You must file a claim online [here](#), or submit a Claim Form, (available [here](#)), by March 5, 2013 if you want to keep the possibility of getting money from this lawsuit.

Keep in mind that if (a) you do nothing or (b) you submit a Claim Form, you will not be able to sue, or continue to sue, Electronic Arts – as part of any other lawsuit – under state or federal law about any issues relating to the exclusive agreements described above, and any resulting overcharge for football videogames, for the period of time from January 1, 2005 to June 21, 2012.

Claim Forms may be submitted electronically through the website at [www.easportslitigation.com](http://www.easportslitigation.com) or by first class mail to:

Electronic Arts Settlement  
c/o Gilardi & Co. LLC  
P.O. Box 808054  
Petaluma CA 94975-8054

**13. Why would I ask to be excluded?**

If you want to exclude yourself from the Settlement Class and keep your right to sue Electronic Arts on your own for the claims described in paragraph 2 of this notice, you must take further action. (See below “How do I ask the Court to exclude me from the Settlement Class?”).

If you exclude yourself from the Settlement Class – which means to remove yourself from the Settlement Class, and is sometimes called “opting out” of the class – you won’t get any money or benefits from the Settlement. However, if you exclude yourself, this lawsuit will not interfere with any rights you have to sue or continue to sue or arbitrate against Electronic Arts in a separate case. If you elect to exclude yourself because you want to pursue your own claims against Electronic Arts, you should assert such claims promptly to protect against them being lost due to the passage of time. If you exclude yourself, you will not be legally bound by the Court’s judgments in this class action.

**14. How do I ask the Court to exclude me from the Settlement Class?**

To ask to be excluded, you must send a letter, postmarked by December 10, 2012, to the Class Counsel appointed by the Court:

Shana E. Scarlett  
 Hagens Berman Sobol Shapiro LLP  
 715 Hearst Ave., Suite 202  
 Berkeley, CA 94710.

In your letter, be sure to reference the name of this lawsuit, *Pecover v. Electronic Arts*, and remember to sign the letter.

**15. What happens if I do not exclude myself from the Settlement Class?**

Any Settlement Class Member who does not properly and timely request exclusion from the Settlement Class shall, upon final approval of the Settlement, be bound by all the terms and provisions of the Settlement, including but not limited to the releases, waivers, and covenants described in the Settlement; their claims against Electronic Arts shall forever be released and dismissed, whether or not such person or entity objected to such Settlement and whether or not such person or entity made a claim upon any fund from such Settlement.

**16. How do I object to the Settlement?**

If you are a Settlement Class Member, you can tell the Court that you don’t agree with the Settlement or some part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. If you do not file an objection to the Settlement, you waive your right to object to and/or appeal the Settlement.

To object, you must send a letter saying that you object to the Settlement in *Pecover v. Electronic Arts*. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Settlement. Mail the objection to these two different places postmarked no later than **December 10, 2012**:

<b>Court</b>	<b>Class Counsel</b>
United States District Court, 1301 Clay Street, Oakland, CA 94612	Shana E. Scarlett Hagens Berman Sobol Shapiro LLP 715 Hearst Ave., Suite 202 Berkeley, CA 94710

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.



You have the right to consult and/or retain an attorney of your choice at your own expense to advise you regarding the Settlement and your rights in connection with the Settlement and the Settlement Fairness Hearing as described below. You also have the right, either personally or through an attorney retained and paid by you, to seek to intervene in the case.

### **17. What Is the Settlement Fairness Hearing and When Is It?**

On February 7, 2013 at 2:00 pm, a hearing will be held in Courtroom 2 of the Oakland Courthouse of the United States Federal District Court for the Northern District of California, located at 1301 Clay St., Oakland, CA 94612, to determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate, whether judgment should be entered thereon, and whether this lawsuit should be dismissed with prejudice against Electronic Arts (“Settlement Fairness Hearing”).

The Court will also consider at the Settlement Fairness Hearing the request of Class Counsel for an award of attorneys’ fees, not to exceed 30% of the Common Fund or \$9 million; the request of Class Counsel for reimbursement of expenses incurred in pursuing this lawsuit, not to exceed \$2,000,000; and a request for incentive awards to each class representative not to exceed \$5,000 per individual. These amounts, if awarded, will be deducted from the Common Fund.

Your attendance at the Settlement Fairness Hearing is not required. However, you may be heard orally at the Settlement Fairness Hearing in opposition to the proposed Settlement or Class Counsel’s application for attorneys’ fees and expenses, **but only** if you have timely filed written objections in the manner described above, including a statement that you intend to appear and be heard at the Settlement Fairness Hearing. You may also enter an appearance through an attorney, at your own expense. If you do not do so, you will be represented in the case by Class Counsel.

The time and date of the Settlement Fairness Hearing may be changed without further notice to the Settlement Class. Any changes to the date and time of the Settlement Fairness Hearing will be posted at [www.easportslitigation.com](http://www.easportslitigation.com).

Pending final determination of whether the Settlement should be approved, you and your representatives are barred from filing any lawsuit asserting any claims against Electronic Arts that relate to the settled claims as defined above.

#### **Important Dates:**

- December 10, 2012: Last day for Settlement Class Members to file with District Court Clerk and serve above-listed Class Counsel with notice of their intent to appear and be heard at the Settlement Fairness Hearing, including notice of objection to any Settlement.
- February 7, 2013: Fairness Hearing, includes hearing to finally approve the Settlement. (Date subject to change per District Court Order. Any changes to the date and time of the Fairness Hearing will be posted at [www.easportslitigation.com](http://www.easportslitigation.com).)

### **The Lawyers Representing You**

#### **18. Do the Settlement Class Members have a lawyer in this case?**

The Court appointed the law firms of Hagens Berman Sobol Shapiro LLP and The Paynter Law Firm PLLC to represent the Plaintiffs and Settlement Class Members. Together the law firms are called “Class Counsel.” More information about these law firms, their practices, and their lawyers’ experience is available at [www.hbsslaw.com](http://www.hbsslaw.com) and [www.smplegal.com](http://www.smplegal.com).

#### **19. Should I get my own lawyer?**

If you choose to remain in the Settlement Class, you do not need to hire your own lawyer because Class Counsel are working on your behalf. But if you want your own lawyer, you will be responsible for paying that

lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

**20. How will the lawyers be paid?**

If the Settlement is approved, Class Counsel will ask the Court for fees and expenses. If the Court grants Class Counsel's request, the fees and expenses would be deducted from the \$27 million Common Fund paid by Electronic Arts. Class Counsel have agreed not to seek more than 30% of the Common Fund, or \$9 million, as compensation. Class Counsel have also agreed not to seek more than \$2,000,000 for expenses incurred in pursuing this lawsuit. Class Counsel's motion for fees and costs must be filed by November 26, 2012, and will be posted shortly thereafter to the website [www.easportslitigation.com](http://www.easportslitigation.com). You can object to the requests of Class Counsel by following the procedure for objecting to the Settlement described in paragraph 16.

**The Parties' Reasons for Settlement**

**21. What are the parties' reasons for settlement?**

As part of this litigation, Class Counsel have conducted extensive formal discovery into the claims of the members of the Settlement Class and the defenses that might be asserted thereto. Based on this discovery and investigation, Class Counsel believes that the Settlement is fair, reasonable and adequate and in the best interest of the Settlement Class. Class Counsel and Plaintiffs also recognize the expense and length of continued proceedings necessary to continue the litigation against Electronic Arts through verdict, judgment, and appeals, and have taken into account the uncertainty and the risk of the outcome of continued litigation, especially in a complex action such as this, and the difficulties and delays inherent in such an action.

Electronic Arts has denied and continues to deny each and all of the claims and contentions alleged by the Plaintiffs. Electronic Arts has repeatedly asserted and continues to assert many defenses thereto, and has expressly denied and continues to deny (i) any wrongdoing or legal liability arising out of any of the conduct alleged in the class action and (ii) that the Settlement Class has suffered any damage by reason of the alleged wrongdoing. Nevertheless, Electronic Arts has concluded that further conduct of this litigation against it would be protracted and expensive and that settlement therefore is desirable. Electronic Arts also has taken into account the uncertainty and the risk of the outcome in any litigation, especially complex cases such as this one. Electronic Arts has, therefore, determined that it is desirable and beneficial to it that the litigation be settled in the manner and upon the terms and conditions set forth in the proposed Settlement.

**Getting More Information**

**22. Are more details available?**

**THIS NOTICE CONTAINS ONLY A SUMMARY OF THE PROPOSED SETTLEMENT.**

Additional information about this lawsuit and the proposed Settlement are on file with the District Court. Additionally, you can also view the [First Amended Complaint](#) that the Plaintiffs submitted, the [order certifying the class](#), the Court's [Preliminary Approval Order](#), the [Stipulation and Agreement of Class Action Settlement and Release](#), and other case-related documents [here](#).

You may also contact the Settlement Administrator by sending an email to [info@easportslitigation.com](mailto:info@easportslitigation.com), or by writing to EA Sports Litigation Settlement, c/o Gilardi & Co. LLC, PO Box 808054, Petaluma, CA 94975-8054. Please do not contact the Court. Please also do not contact Electronic Arts or the lawyers for Electronic Arts.

# **EXHIBIT – F**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

IN RE STATIC RANDOM ACCESS MEMORY	)	Case No. 4:07-md-1819 CW
(SRAM) ANTITRUST LITIGATION	)	MDL No. 1819
	)	<b>NOTICE OF CLASS</b>
_____	)	<b>ACTION SETTLEMENTS</b>
This Document Relates to:	)	Judge: Hon. Claudia Wilken
All Indirect Purchaser Actions	)	
_____	)	

**YOU MAY BE A CLASS MEMBER IN THE ABOVE-ENTITLED LAWSUIT  
IF YOU INDIRECTLY PURCHASED STATIC RANDOM ACCESS MEMORY (SRAM)  
BETWEEN NOVEMBER 1, 1996 AND DECEMBER 31, 2006  
FROM ANY OF THE FOLLOWING COMPANIES:**

- Cypress Semiconductor Corporation
- Etron Technology, Inc.
- Etron Technology America, Inc.
- Hynix Semiconductor Inc.
- Hynix Semiconductor America Inc.
- Micron Technology, Inc.
- Micron Semiconductor Products, Inc.
- Mitsubishi Electric Corporation
- Mitsubishi Electric & Electronics USA, Inc.
- NEC Electronics Corporation
- NEC Electronics America, Inc.
- Renesas Technology Corp.
- Renesas Technology America, Inc.
- Samsung Electronics Company, Ltd.
- Samsung Electronics America Inc.
- Samsung Semiconductor, Inc.
- Toshiba Corporation
- Toshiba America Electronic Components, Inc.

**IF YOU ARE A MEMBER OF THE PLAINTIFF CLASS, YOU SHOULD READ THIS NOTICE  
BECAUSE IT WILL AFFECT YOUR RIGHTS**

**IMPORTANT NOTE: THIS NOTICE IS TO INFORM YOU OF SETTLEMENTS SO THAT YOU CAN MAKE AN INFORMED DECISION AS TO WHETHER YOU SHOULD EXCLUDE YOURSELF FROM A CLASS, COMMENT ON THE PROPOSED SETTLEMENT OR MAKE A CLAIM. THE COURT HAS NOT EXPRESSED ANY OPINION AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES ASSERTED BY EITHER SIDE IN THIS LAWSUIT.**

**OVERVIEW**

This notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and by Order of the United States District Court for the Northern District of California (the “District Court”). Pending in the District Court is a class action lawsuit brought on behalf of indirect purchasers of Static Random Access Memory (SRAM). The lawsuit is *In re SRAM Antitrust Litigation*, Case No. 4:07-md-1819 CW; MDL No.1819. The class action complaint alleges violations of the antitrust laws in connection with the sale of SRAM. (*See* more detailed description below – “**What Is This Class Action About?**”)

**The Settlement Class.** The Court has certified a nationwide settlement class of individuals and companies that purchased SRAM in the United States indirectly from one or more Defendants (the “Settlement Class”). If you are a Settlement Class member, your rights will be affected by a proposed settlement with Defendants Samsung Electronics Co., Ltd., Samsung Electronics America, Inc. and Samsung Semiconductor, Inc. (collectively “Samsung”) and a proposed settlement with Cypress Semiconductor Corp. (“Cypress”) (the “Settlements”).

(See more detailed description below – “**What Is The Class Action Settlement?**”)

Pursuant to an Order of the District Court, a hearing (the “Fairness Hearing”) will be held on **October 6, 2011** before the Hon. Claudia Wilken, in Courtroom 2, on the 4th Floor of the United States District Courthouse, at 1301 Clay Street, Oakland, California 94612, to determine whether the proposed Settlements are fair, adequate and reasonable to the Class and, therefore, whether this litigation should be dismissed with prejudice against Samsung and Cypress (the “Settling Defendants”). The Court will also determine whether the proposed Plan of Distribution of settlement proceeds should be approved, and whether Class Counsel’s request for attorneys’ fees, reimbursement of their costs and expenses, and incentive payments for the court-appointed class representatives should be granted. The time and date of the Fairness Hearing may be continued without further notice to the Class. (See more detailed description below – “**What Is The Fairness Hearing?**”)

## **THE ALLEGATIONS, SETTLEMENT CLASS AND APPROVAL OF THE CLASS ACTION SETTLEMENTS**

### **What is the Class Action About?**

Plaintiffs claim that the Defendants conspired to fix, raise, maintain or stabilize prices of SRAM in violation of antitrust, unfair competition and unjust enrichment laws, resulting in overcharges to customers who indirectly purchased SRAM. Defendants deny that they did anything wrong. The District Court has not decided who is right. Samsung and Cypress, have agreed to settle with Plaintiffs; they continue to deny liability, but settled to avoid litigation expense and risk.

### **What Is The Class Action Settlement?**

On February 11, 2011, the District Court preliminarily approved the Samsung Settlement. On March 11, 2011, the District Court preliminarily approved the Cypress Settlement. On June 6, 2011, the District Court ordered that this notice be provided to Settlement Class members. Following is a description of the Settlement Class, Settlement Class members’ options, a summary of the reasons for settlements and a description of the proposed Settlements.

### **Prior Settlements in this Class Action**

In 2010, the Court approved settlements with all other defendants in the case (the “2010 Settlements”). The payments made by the other defendants in the 2010 Settlements total \$25,422,000. The 2010 Settlements are now final and binding on the Settlement Class.

### **Who Are Members of the Settlement Class?**

#### **The Settlement Class**

The Settlement Class includes all persons and entities residing in the United States who, from November 1, 1996 through December 31, 2006 (the “Class Period”), purchased SRAM indirectly from one or more of the Defendants listed above. The Settlement Class includes persons or entities who indirectly purchased SRAM for their own use and not for resale (*i.e.*, End Users), as well as persons or entities who indirectly purchased SRAM for resale and not for their own use (*i.e.*, Resellers).

#### **Types of SRAM**

For purposes of the Settlement Class, SRAM means all types of Static Random Access Memory parts and modules as well as pseudostatic random access memory (“PSRAM”).

#### **Products Containing SRAM**

The Settlement Class includes persons or entities who purchased products containing Defendants’ SRAM. SRAM is used in a variety of product markets, including: (1) the communications market in cell phones and Voice Over Internet Protocol (VOIP) technology; (2) the computer market in servers, mainframes, high-end computer workstations, and personal digital assistants (PDAs) and smart phones; and (3) the networking communications market in routers, switches, proxy and gateway devices, modems, storage area networks and firewalls.

### **What Should I Do?**

If you meet the definition of a member of the Settlement Class (see above “Who Are Members of the Settlement Class”), you can either: (1) remain a class member; or, (2) request to be excluded from the class. You may not exclude yourself from the 2010 Settlements because those settlements are final and binding on the Settlement Class.

**Remain a Settlement Class Member.**

If you want to remain a Settlement Class member, you do not need to take any further action at this time. You will automatically remain a Settlement Class member. (See below “What Happens If I Do Not Exclude Myself?”).

If you remain a class member, you will be bound by the Court’s rulings in the lawsuit, including any final Settlement or Judgment. However, you can object to or comment on any proposed Settlement, and you also have the right to appear in Court.

The Court has appointed Lead Counsel to represent all class members. Lead Counsel for the class is obligated to protect and pursue the interests of all class members. There is no cost to you to be represented by Lead Counsel for the class. You can also hire your own attorney at your own cost.

**Exclude Yourself from the Settlement Class**

If you want to exclude yourself from the Settlement Class and keep your right to sue the Settling Defendants on your own, you must take further action. (See below “How Do I Exclude Myself From the Settlement Class?”)

Any class member who excludes himself or herself from the Settlement Class will not be eligible to share in any of the Settlement Fund obtained by the Settlement Class in this action, including the proposed Settlements discussed below.

**How Do I Exclude Myself From the Settlement Class?**

Each class member shall have the right to be excluded from the Settlement Class by mailing a request for exclusion to SRAM Indirect Purchaser Exclusions, P.O. Box 8090, San Rafael, CA 94912-8090, postmarked no later than August 25, 2011.

Requests for exclusion must: (1) be in writing; (2) set forth the name and address of the person or entity who wishes to be excluded, as well as all trade names or business names and addresses used by such person or entity, if applicable; and (3) must be signed by the class member seeking exclusion.

**What Happens If I Do Not Exclude Myself from the Settlement Class?**

Any Settlement Class member who does not properly and timely request exclusion from the Settlement Class shall, upon final approval of the Settlements, be bound by all the terms and provisions of the Settlements, including but not limited to the releases, waivers, and covenants described in the Settlements; their claims against the Settling Defendants shall forever be released and dismissed, whether or not such person or entity objected to such Settlements and whether or not such person or entity made a claim upon any fund from such Settlements.

**The Parties’ Reasons for Settlement**

As part of this litigation, Class Counsel have conducted extensive formal discovery into the Plaintiffs’ claims and the defenses that might be asserted thereto. This investigation has included discovery and analysis of millions of pages of Defendants’ documents and records, depositions of certain of Defendants’ officers and employees, consultation with expert consultants, as well as analysis of relevant legal issues. Based on this investigation, Class Counsel believes that the Settlements are fair, reasonable and adequate and in the best interest of the Settlement Class. Class Counsel and Plaintiffs also recognize the expense and length of continued proceedings necessary to continue the litigation against the Settling Defendants through verdict, judgment and appeals, and have taken into account the uncertainty and the risk of the outcome of continued litigation, especially in complex actions such as these, and the difficulties and delays inherent in such actions.

Settling Defendants have denied and continued to deny each and all of the claims and contentions alleged by the Plaintiff. Settling Defendants have repeatedly asserted and continue to assert many defenses thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the conduct alleged in the class action or that Plaintiffs and the Settlement Class have suffered any damage by reason of the alleged wrongdoing. Nevertheless, Settling Defendants have concluded that the further conduct of this litigation against them would be protracted and expensive and that settlement therefore is desirable. Settling Defendants also have taken into account the uncertainty and the risk of the outcome in any litigation, especially complex cases such as this one. Settling Defendants have, therefore, determined that it is desirable and beneficial to them that the litigation be settled in the manner and upon the terms and conditions set forth in the parties’ Settlements.

## **The Proposed Settlements**

The Settlements represent compromises of disputed claims. It does not mean that liability or damages would have been found against any of the Settling Defendants. The Settling Defendants continue to deny any and all wrongdoing or liability.

The Settlement with Samsung requires the payment of Fourteen Million Nine Hundred Thousand U.S. Dollars (\$14,900,000) in cash. Pursuant to the Settlement, Samsung has deposited Fourteen Million Nine Hundred Thousand U.S. Dollars (\$14,900,000) into interest bearing accounts for the benefit of Settlement Class members.

The Settlement with Cypress requires the payment of One Million U.S. Dollars (\$1,000,000) in cash. Pursuant to the Settlement, Cypress has deposited One Million U.S. Dollars (\$1,000,000) into interest bearing accounts for the benefit of Settlement Class members.

If the Settlements are approved by the District Court and become effective, each Settlement Class member that did not timely and validly request exclusion from the Settlement Class (the "Releasers") shall have completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, direct, derivative, representative or otherwise in nature (whether or not any Settlement Class member has objected to the settlements or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) that Releasers, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected injuries, damages, and the consequences thereof in any way arising out of or relating in any way to any act or omission of the Settling Defendants (or any of them) concerning the manufacture, supply, distribution, sale or pricing of SRAM up through the last date of the Class Period, including but not limited to any conduct alleged, and causes of action asserted or that could have been alleged or asserted, in class action complaints filed in the Action, including those arising under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, or trade practice law, including without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 et seq. However, the release shall not affect the rights of Settlement Class members to pursue claims against the Settling Defendants: (i) relative to any product defect, breach of contract or a similar such claim; (ii) based on direct purchases of SRAM; or, (iii) based on purchases of SRAM outside the United States.

**THIS IS ONLY A SUMMARY OF THE SETTLEMENTS. THE SETTLEMENTS ARE ON FILE WITH THE DISTRICT COURT AND ARE AVAILABLE AT [www.indirectsramcase.com](http://www.indirectsramcase.com).**

## **Plan of Distribution of the Settlements and Attorneys' Fees**

The total Settlement Fund from all settlements is \$41,322,000. The Settlement Class includes all persons and entities residing in the United States who, from November 1, 1996 through December 31, 2006, purchased SRAM in the United States indirectly from the Defendants. The foregoing Settlement Class includes indirect purchasers of SRAM that purchased and resold Defendants' SRAM ("Resellers"), as well as indirect purchasers of Defendants' SRAM that purchased it for their own use and not for resale ("End Users"). The Net Settlement Fund (*i.e.*, the Settlement Fund minus court-approved costs, attorneys' fees and incentive awards), will be distributed as follows: (1) 36.7% of the Net Settlement Fund will be distributed to qualified Resellers through a court-approved claims process; and (2) 63.3% of the Net Settlement Fund will be distributed via a Court-approved *cy pres* plan to non-profit charities for the benefit of End Users.

The *cy pres* portion of the distribution plan is due to the cost to process claims and make direct cash distributions to many thousands of potential claimants relative to the average likely award to those claimants. Under the *cy pres* plan of distribution, payments will not be made to individual End User members of the Settlement Class; instead, that portion of the Net Settlement Fund will be distributed to court-approved non-profit charities. The proposed recipients include nonprofit, charitable organizations that serve groups that are, as nearly practicable, representative of the End Users in the Settlement Class, as well as other court-approved nonprofit, charitable organizations. Go to the website below to see the distribution plan details or the list of proposed non-profit charities. Unclaimed funds from the Reseller claims process, if any, will be added to the *cy pres* distribution.

Class Counsel will request attorney's fees in the amount of one-third of the total Settlement Fund plus reimbursement of their costs and expenses. Class Counsel's attorneys' fees request will be filed with the Court no later than August 1, 2011. Class Counsel will also request incentive payments for the court-appointed class representatives. To see Class Counsel's requests, review their filings with the District Court or go to the class action website at [www.indirectsramcase.com](http://www.indirectsramcase.com).

**What Is The Fairness Hearing?**

A Fairness Hearing will be held on **October 6, 2011** before the Hon. Claudia Wilken, in Courtroom 2, on the 4th Floor of the United States District Courthouse, at 1301 Clay Street, Oakland, California 94612. At that hearing, Judge Wilken will determine whether the proposed Settlements are fair, adequate and reasonable to the Settlement Class and, therefore, whether this litigation should be dismissed with prejudice against the Settling Defendants. The Court will also determine whether the proposed Plan of Distribution of settlement proceeds should be approved, and whether Class Counsel's request for attorneys' fees, reimbursement of their costs and expenses, and incentive payments for the court-appointed class representatives should be granted. The time and date of the Fairness Hearing may be continued without further notice to the Class. However, any change to the date or time of the Fairness Hearing will be published on the class action website.

**Right to Appear and Object to the Settlements at the Fairness Hearing**

Any Settlement Class member may appear and be heard regarding any of the matters before the District Court at the Fairness Hearing, including objecting to the Settlements, the Plan of Distribution or the attorneys' fees request. A Settlement Class member is not required to appear in person at the hearing, but can instead make only a written submission to the District Court. In any event, a Settlement Class member who intends to appear in person, or who wants to have only a written submission considered, must file with the District Court Clerk a notice that fully sets forth the Settlement Class member's arguments, including proof of membership in the Settlement Class and any objection to the Settlement. That notice must be filed with the Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Oakland CA 94612, **no later than August 25, 2011**, with copies served, **no later than August 25, 2011**, on the counsel identified below:

***Counsel for Plaintiffs and the Settlement Class***

Francis O. Scarpulla  
 Craig C. Corbitt  
 Christopher T. Micheletti  
 Zelle Hofmann Voelbel & Mason LLP  
 44 Montgomery St., Suite 3400  
 San Francisco, CA 94104

***Counsel for Samsung***

James L. McGinnis  
 Michael W. Scarborough  
 SHEPPARD MULLIN RICHTER &  
 HAMPTON LLP  
 Four Embarcadero Center, 17th Floor  
 San Francisco, CA 94111-4106

***Counsel for Cypress***

Lee H. Rubin  
 MAYER BROWN LLP  
 Two Palo Alto Square, Suite 300  
 3000 El Camino Real  
 Palo Alto, CA 94306-2112

**What Should I Do?**

If you are a Settlement Class member, you may: (1) do nothing; (2) submit a claim, but only if you are a Reseller member of the Settlement Class; or (3) file a notice to be heard at the Fairness Hearing.

**Do Nothing**

- If you are a Settlement Class member, you may choose to do nothing at this time. If you are a Reseller member of the Settlement Class and do nothing, you will not receive any payments. If you are an End User member of the Settlement Class and do nothing, net Settlement Fund proceeds will still be distributed to court-approved non-profit charities.
- By doing nothing, you will be bound by the District Court's rulings with respect to the proposed Settlements and dismissals against the Settling Defendants.

**Submit a Claim if You are A Reseller**

- If you are a Reseller member of the Settlement Class, you may submit a claim for payment. You must submit a claim postmarked by **no later than October 24, 2011**.
- Submitting a claim does not guarantee that you will receive a payment. Your claim will be reviewed by the Settlement Administrator and only qualified Reseller claimants will receive payments.
- If you are a Reseller and want to make a claim, or for more information, you may 1) write to SRAM Indirect Litigation, P.O. Box 8090, San Rafael, CA 94912-8090, 2) call the toll free phone number below or 3) visit the website [www.indirectsramcase.com](http://www.indirectsramcase.com).



**File Notice to be Heard at the Fairness Hearing**

- If you are a Settlement Class member and you want to be heard regarding any of the matters before the District Court at the Fairness Hearing, including objecting to the Settlement, you must file notice with the District Court Clerk *no later than August 25, 2011*. (See more detailed description above “**Right to Appear and Object to the Settlements at the Fairness Hearing**”)
- If you do not file notice as described above, you waive your right to object to the Settlements.

**IF YOU ARE A SETTLEMENT CLASS MEMBER AND YOU WANT TO BE HEARD AT THE FAIRNESS HEARING, YOU MUST FILE NOTICE WITH THE DISTRICT COURT AS DESCRIBED HEREIN.**

**Important Dates**

- **August 25, 2011:** Last day for Settlement Class members to file notice with District Court Clerk to be heard at Fairness Hearing, including notice of objection to any Settlement.
- **August 25, 2011:** Last day for Settlement Class members to serve above-listed counsel with any notice to be heard at Fairness Hearing, including any notice of objection to any Settlement.
- **October 6, 2011:** Fairness Hearing, includes hearing to finally approve the Settlements. (Date subject to change per District Court Order.)
- **October 24, 2011:** Last day for Reseller members of the Settlement Class to submit a claim for payment from the Settlement Fund. Claim submission must be postmarked by this date.

**THIS IS ONLY A SUMMARY OF THE CLASS ACTION SETTLEMENTS. FOR MORE DETAILED INFORMATION ABOUT THIS LITIGATION, YOU ARE REFERRED TO THE PAPERS FILED IN THE ACTION WHICH MAY BE INSPECTED AT THE DISTRICT COURT. IN ADDITION, THE SETTLEMENT AGREEMENTS AND OTHER INFORMATION ABOUT THE CASE ARE AVAILABLE ONLINE AT [www.indirectsramcase.com](http://www.indirectsramcase.com) OR TOLL-FREE AT 866-252-7551.**

**ALL INQUIRIES CONCERNING THIS NOTICE AND THE SETTLEMENT SHOULD BE DIRECTED TO PLAINTIFFS’ CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR AT THE ADDRESSES LISTED HEREIN. INQUIRIES SHOULD NOT BE DIRECTED TO COUNSEL FOR SETTLING DEFENDANTS OR THE DISTRICT COURT.**

Dated: June 23, 2011

/s/ Hon. Claudia Wilken  
By Order of the United States District Court,  
Northern District of California (Oakland Division)

# EXHIBIT – G



**IN RE FRESH MILK PRICE FIXING LITIGATION  
SUGGESTED NOTICE PLAN VEHICLES**

<b>Paid Online Advertising</b>	<b>Est. Imps / Circ</b>
<b>Search Advertising</b>	<b>500,000</b>
Text link Search Ads on Google, Yahoo/Bing Mgmt fee	
<b>Google Display Network - Managed Placement to Youtube.com</b>	<b>500,000</b>
Banner ad units disseminated through Google Display Network, geo-targeted to the affected states, and with interest targeting likely to reach dairy purchasers	
<b>Banner Advertising</b>	
<b>Geo-Target: 14 States + Washington DC (Adults 18+)</b>	
<b>Total Impressions:</b>	<b>177,181,818</b>
<b>Total Unique Impressions (freq cap at 3x per unique IP addr):</b>	<b>59,060,606</b>
<b>Facebook Text Link and Banner Advertising</b>	<b>1,500,000</b>
Utilizing geo-targeting to affected states and interest targeting likely to reach dairy purchasers	
<b>Twitter Promoted Tweet Campaign</b>	<b>850,000</b>
Utilizing geo-targeting to affected states and interest targeting likely to reach dairy purchasers	
<b>NEWSWIRE</b>	
1x US1 (USA National Release) Press Releases through PR Newswire	<b>n/a</b>

# EXHIBIT – H

**AFFECTED STATE POPULATION RESEARCH**

	<b>US CENSUS DATA</b>			
	<b>2015 Pop</b>	<b>% of Pop Over 18</b>	<b>2015 Adult Pop</b>	<b>People per Household</b>
Arizona	6,828,065	76.2	5,205,215	2.63
California	39,144,818	76.7	30,023,902	2.9
Washington DC	672,228	82.4	554,121	2.11
Kansas	2,911,641	75.3	2,192,084	2.49
Massachusetts	6,794,422	79.6	5,407,335	2.48
Michigan	9,922,576	77.8	7,715,272	2.49
Missouri	6,083,672	77.1	4,692,196	2.5
Nebraska	1,896,190	75.2	1,425,853	2.46
Nevada	2,890,845	76.9	2,221,681	2.65
New Hampshire	1,330,608	80.2	1,066,610	2.46
Oregon	4,028,977	78.6	3,166,121	2.47
South Dakota	858,469	75.4	647,145	2.42
Tennessee	6,600,299	77.3	5,102,688	2.48
Vermont	626,042	80.8	506,119	2.34
Wisconsin	5,771,337	77.6	4,476,711	2.43
<b>TOTAL:</b>	<b>96,360,189</b>		<b>74,403,053</b>	<b>2.49</b>

Unique Impressions to be Served Geo-targeted to States & D.C. Adults 18+ (98% of 177 Million Gross Imps, 3x Frequency Cap): **57,879,394**  
 Unique Imps as % of estimated Adult 18+ population in States & D.C.: **77.79%**  
 National Unique Impressions Adults 18+: **1,181,212**