

2. What is this lawsuit about?

In this lawsuit, Plaintiffs allege that Defendants, producers of chocolate candy, conspired to fix, maintain or stabilize prices for chocolate candy. Plaintiffs allege that this conspiracy caused direct purchasers to pay more for chocolate candy than they would have otherwise paid.

In late 2007 and early 2008, lawsuits were filed in several federal courts alleging this conspiracy to fix, maintain or stabilize prices of chocolate candy. On April 7, 2008, the Judicial Panel on Multidistrict Litigation transferred those cases for coordinated proceedings before the Honorable Christopher C. Conner, United States District Judge in the United States District Court for the Middle District of Pennsylvania. On August 13, 2008, Plaintiffs filed their consolidated amended complaint alleging a conspiracy to fix chocolate candy prices that injured direct purchasers.¹

Plaintiffs represent both themselves (the named plaintiffs) and the entire Class of direct purchasers of chocolate candy. Plaintiffs brought this lawsuit as a class action because they believe, among other things, that a class action is superior to filing individual cases and that the claims of each member of the proposed Class present and share common questions of law and fact. Plaintiffs claim that Defendants' actions violated the Sherman Antitrust Act, a federal statute that prohibits any agreement that unreasonably restrains competition.

3. Who is included in the Settlement?

Plaintiffs and Cadbury have agreed that for purposes of the settlement, the Settlement Class is defined as follows:

All persons and entities who directly purchased chocolate candy from any Defendant or any predecessor, subsidiary, affiliate or division of any Defendant, in the United States or for delivery into the United States at any time from December 9, 2002 through and including December 20, 2007. The Class is composed of two components of direct purchasers: the Wholesale Direct Purchaser Component (who directly purchased Chocolate Candy for re-sale) and the Consumer Direct Purchaser Component (who directly purchased Chocolate Candy for personal consumption and/or as gifts), as defined in Paragraph 37 of the Direct Purchaser Class Plaintiffs' Consolidated Class Action Complaint. Excluded from the Settlement Class are governmental entities, Defendants, or any present or former parent, subsidiary or affiliate thereof. Also excluded from the Settlement Class are Meijer, Inc. Meijer Distribution, Inc., Publix Supermarkets, Inc., CVS Pharmacy, Inc., Rite Aid Corporation, Rite Aid Hdqtrs Corp., Longs Drug Stores California, Inc., The Kroger Co., Safeway, Inc., Walgreen Co., Hy-Vee, Inc., Giant Eagle, Inc., Affiliated Foods, Inc., Food Lion, LLC, Hannaford Bros. Co., and Kash N' Karry Food Stores, Inc., HEB Grocery Company, LP, Albertson's LLC, Great Atlantic & Pacific Tea Company (A&P), Supervalu Inc., Golub Corp. d/b/a Price Chopper, Brookshire Grocery Co., and United Supermarkets LLC.

For purposes of the Settlement, chocolate candy includes chocolate bars and other chocolate confectionery products packaged to be sold at retail.

The Court has preliminarily certified this Settlement Class. However, the Settlement Class is being preliminarily certified solely for the purposes of settling potential claims against Cadbury. The Settlement Class is distinct from any other class that may be certified in this case. Regardless of whether you decide to remain in the Settlement Class or exclude yourself from the Settlement Class, your rights are fully preserved with respect to any and all claims against all remaining Defendants other than Cadbury.

Settlement classes have also been preliminarily certified relating to a Cadbury settlement on behalf of (1) indirect purchasers who are consumers and (2) indirect purchasers who are resellers. An indirect purchaser purchased chocolate candy manufactured by Defendants from someone other than a Defendant. If you are also a member of one or both of the two indirect purchaser settlement classes, you may participate in that settlement class or classes.

Subsequent to this Settlement, Direct Purchaser Class Plaintiffs moved to certify a litigation class against the remaining Non-Settling Defendants which is more limited than the Cadbury Settlement Class in the following ways: (1) it limits the products involved to single serve standard and King size chocolate candy; and (2) the litigation class includes only direct purchasers who purchased for resale and does not include consumers who directly purchased from Defendants. However, consumers who purchased indirectly will be included in an Indirect End User class against the remaining Defendants if that class is eventually certified by the Court.

¹ Separate cases are pending on behalf of indirect purchasers of chocolate candy.

4. What does the Cadbury Settlement provide?

After extensive settlement negotiations, Plaintiffs and Cadbury reached a Settlement on April 28, 2011. The Settlement is between Plaintiffs and Cadbury only. The Cadbury settlement reflects that the vast majority of sales of Cadbury chocolate candy products in the United States are made and sold by The Hershey Company pursuant to a trademark license agreement. This settlement does not affect any of the remaining Non-Settling Defendants, against whom this case continues.

Under the Settlement Agreement, Cadbury has paid \$1,312,500.00 (the "Settlement Fund") into an account to be administered in accordance with the provisions of the Settlement Agreement. Class Counsel will seek approval of the Court to use the entire Settlement Fund to pay such expenses as may reasonably be incurred in the prosecution of this lawsuit against the remaining Defendants. If the Settlement Fund is utilized for that purpose, there will not be any payments to members of the Settlement Class from the Settlement Fund. In addition, Cadbury has paid \$250,000.00 into a Notice and Administration Cost Fund, which will be shared by the three proposed classes: the Direct Purchaser Class Plaintiffs, the Indirect End User Plaintiffs, and the Indirect Purchaser for Resale Plaintiffs. Cadbury has the right to terminate the Settlement Agreement based on the occurrence of certain conditions set forth in the Settlement Agreement and in a separate letter agreement.

The settlement payments by Cadbury will be the sole source of payment for the costs of notice and administration of this settlement, the payment of attorneys' fees, and for satisfaction of the Settlement Class members' claims against Cadbury.

In addition to the monetary component of the settlement, Cadbury has also agreed to and has provided certain cooperation in the prosecution of the litigation against the Non-Settling Defendants. This cooperation included Cadbury using reasonable efforts to make Canadian and British witnesses available for interviews and depositions without the need to issue subpoenas or comply with any applicable foreign legal requirements. Cadbury has similarly agreed to use reasonable efforts to voluntarily produce witnesses at trial, if necessary.

On August 12, 2011, the Court granted preliminary approval of the Cadbury Settlement, finding it sufficiently fair, reasonable and adequate to warrant notifying the Settlement Class.

The complete terms of the proposed Settlement Agreement are on file and may be examined or copied during regular business hours at the office of the Clerk of the United States District Court for the Middle District of Pennsylvania, 228 Walnut Street, Harrisburg, PA 17108, and may be printed from the Internet website dedicated to this lawsuit, www.ChocolateSettlementDirect.com.

The Cadbury Settlement should not be taken as an admission by Cadbury of any allegation by Plaintiffs or of wrongdoing of any kind.

5. What is the effect of the Court's final approval of the Cadbury Settlement?

If the Court grants final approval, the Cadbury Settlement will be binding upon you and all other members of the Settlement Class. By remaining part of the Cadbury Settlement Class, if approved, you will give up any claims against Cadbury relating to the claims made or which could have been made in this lawsuit. Paragraph 36 of the Settlement Agreement, which is available at www.ChocolateSettlementDirect.com, provides the complete terms of the release of claims against Cadbury. By remaining a part of the Settlement Class, you will retain all claims against all other Defendants, named and unnamed.

6. Who represents the Settlement Class?

The Settlement Class is represented by the following attorneys:

H. Laddie Montague, Jr.
Ruthanne Gordon
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, PA 19103
Telephone: (215) 875-3072
E-Mail: hlmontague@bm.net
rgordon@bm.net

Michael D. Hausfeld
Bruce J. Wecker
HAUSFELD LLP
1700 K Street, N.W., Suite 650
Washington, DC 20006
Telephone: (202) 540-7200
E-Mail: mhausfeld@hausfeldllp.com
bwecker@hausfeldllp.com

7. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold a hearing at the United States District Court for the Middle District of Pennsylvania, Courtroom #2, 228 Walnut Street, Harrisburg, Pennsylvania 17108, on December 12, 2011 at 10:30 a.m., to determine whether the proposed settlement should be approved as fair, reasonable and adequate (“Fairness Hearing”). If you wish to speak at the Fairness Hearing, you must send a letter saying that it is your “Notice of Intention to Appear.” Your letter must be postmarked no later than November 28, 2011 and sent to the Clerk of Court, Class Counsel, and Counsel for Cadbury Defendants at the addresses listed under Question No. 8. The Fairness Hearing may be continued without further notice. It is not necessary for you to appear at the Fairness Hearing. You do not need to attend this hearing. You or your own lawyer may attend the hearing if you wish, at your own expense.

8. How do I object to the Settlement?

If you are a member of the Settlement Class and do not elect exclusion from the Settlement Class, you may object to the terms of the Settlement Agreement prior to final approval. If you wish to object to the Settlement Agreement, you must mail such written objection, including proof of membership in the Settlement Class and a statement of the nature and grounds for your objection, to the Clerk of Court at the following address: 228 Walnut Street, Harrisburg, PA 17108. The written objection must be postmarked no later than November 28, 2011 and filed with the Court and sent to counsel for Plaintiffs and Cadbury Defendants at the addresses listed below:

Counsel for Plaintiffs:

H. Laddie Montague, Jr.
Ruthanne Gordon
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, PA 19103
Telephone: (215) 875-3072
E-Mail: hlmontague@bm.net
rgordon@bm.net

Michael D. Hausfeld
Bruce J. Wecker
HAUSFELD LLP
1700 K Street, N.W., Suite 650
Washington, DC 20006
Telephone: (202) 540-7200
E-Mail: mhausfeld@hausfeldllp.com
bwecker@hausfeldllp.com

Counsel for Cadbury:

Dennis P. Orr
MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, NY 10104
Telephone: (212) 468-8161
E-Mail: dorr@mof.com

The Court:

United States District Court
Federal Building & U.S. Courthouse
228 Walnut Street
P.O. Box 983
Harrisburg, PA 17108

9. How do I exclude myself from the Settlement?

If you elect to exclude yourself from the Settlement Class, you must mail a written request to be excluded to the Chocolate Confectionary Antitrust Settlement Administrator, c/o Heffler, Radetich & Saitta LLP, PO Box 58549, Philadelphia, PA 19105-8549 and to Counsel for Plaintiffs at the addresses listed under Question No. 8. The written request for exclusion must include your name, address, and telephone number. Each request for exclusion must also contain a signed statement that “I/we hereby request that I/we be excluded from the proposed Settlement Class in the *In re Chocolate Confectionary Antitrust Litigation*.” The written request for exclusion must be postmarked no later than October 21, 2011. If you elect to be excluded from the Settlement Class, you will remain free to pursue any legal rights you may have against Cadbury.

10. May I hire my own attorney?

If you are a member of the Settlement Class and do not wish to be represented by the Plaintiffs and their counsel, you may enter an appearance through your own attorney. To do so, you must file an Entry of Appearance with the Clerk of Court for the United States District Court for the Middle District of Pennsylvania, 228 Walnut Street, Harrisburg, PA 17108, and send a copy of the Entry of Appearance to Counsel for the Plaintiffs and Cadbury identified under Question No. 8. Such Entry of Appearance must be filed with the Court no later than November 28, 2011. You will then continue as a member of the class, with representation by your own attorney, and you will be responsible for the fees and costs of that attorney.

11. What happens if I do nothing?

If you are a member of the Settlement Class described above, and wish to remain a member, you do not have to do anything. If you choose to take no action, your interests as a member of the Settlement Class will be represented by the Plaintiffs and their counsel. You will be bound by the terms of the Settlement Agreement and any final judgment that may be entered.

As a member of the Settlement Class, you will not be responsible for attorneys' fees or litigation expenses.

In addition, if the Court grants final approval of the Settlement Agreement, you will be bound by the terms of that agreement and by any judgment entered in accordance with that agreement.

If you choose to remain a member of the Settlement Class, please advise Plaintiffs' Counsel identified under Question No. 8 of any change in your address.

Your decision with respect to the Settlement Class does not affect your right to remain in or exclude yourself from any other class that may be certified in this case against Defendants other than the Cadbury Defendants.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS LAWSUIT.

September 12, 2011

Clerk of Court
United States District Court
for the Middle District of Pennsylvania

In Re: Chocolate Confectionary
Antitrust Litigation
c/o Heffler, Radetich & Saitta LLP
P.O. Box 58549
Philadelphia, PA 19105-8549

PLEASE FORWARD

FIRST CLASS MAIL

PLEASE FORWARD—IMPORTANT LEGAL NOTICE