

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

If You Bought Packaged Ice From a Retailer, Your Rights May Be Affected by a Class Action Settlement

TO: ALL INDIVIDUALS AND BUSINESSES WHO PURCHASED PACKAGED ICE INDIRECTLY – (*I.E.*, NOT FROM A MANUFACTURER BUT FROM A RETAILER, SUCH AS FROM A SUPERMARKET, GROCERY STORE, OR GAS STATION) – MADE BY THE HOME CITY ICE COMPANY, ARCTIC GLACIER, INC., ARCTIC GLACIER INTERNATIONAL, INC., ARCTIC GLACIER INCOME FUND, REDDY ICE CORPORATION, OR REDDY ICE HOLDINGS, INC., (COLLECTIVELY, “DEFENDANTS”) OR THEIR SUBSIDIARIES OR AFFILIATES (INCLUDING ALL PREDECESSORS THEREOF) AT ANY TIME FROM JANUARY 1, 2001 THROUGH MARCH 6, 2008 (THE “CLASS PERIOD”).

Please read this entire notice carefully. Your legal rights may be affected.

The United States District Court for the Eastern District of Michigan ordered this Notice to inform you that a proposed settlement has been reached between The Home City Ice Company (“Home City”) and two classes of indirect purchasers of Packaged Ice (the “Settlement”). “Packaged Ice” means ice in bags and ice in blocks. Home City denies it did anything wrong, but has settled to avoid the cost and risk of further litigation and/or a trial. There are two Classes in this Settlement. You can be in one or both Classes.

The Settlement Classes are defined as:

- "Settlement Class I": All purchasers of Packaged Ice who purchased Packaged Ice in the United States **indirectly*** from The Home City Ice Company, Reddy Ice Holdings, Inc., Reddy Ice Corporation, Arctic Glacier Income Fund, Arctic Glacier, Inc. and/or Arctic Glacier International, Inc. (collectively, “Defendants”) and/or Defendants’ subsidiaries or affiliates (including all predecessors thereof) at any time during the period from January 1, 2001 to March 6, 2008. Excluded from the Settlement Class are governmental entities and Defendants, including their parents, subsidiaries, predecessors or successors, Defendants’ co-conspirators, and the Releasees as defined in the Settlement Agreement.
- “Settlement Class II”: All purchasers of Packaged Ice who purchased Packaged Ice **indirectly*** in Arizona, Arkansas, California, District of Columbia, Florida, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri,

Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, Utah, Vermont, West Virginia, Wisconsin, and/or Wyoming from The Home City Ice Company, Reddy Ice Holdings, Inc., Reddy Ice Corporation, Arctic Glacier Income Fund, Arctic Glacier, Inc. and/or Arctic Glacier International, Inc. (collectively, “Defendants”) and/or Defendants’ subsidiaries or affiliates (including all predecessors thereof) at any time from January 1, 2001 to March 6, 2008. Excluded from the Settlement Class are governmental entities and Defendants, including their parents, subsidiaries, predecessors or successors, Defendants’ co-conspirators, and the Releasees as defined in the Settlement Agreement.

*An indirect purchase is any purchase of Packaged Ice from a reseller or retailer, such as a grocery store, convenience store, gas station, etc. A direct purchase is a purchase directly from a Packaged Ice manufacturer, including from any of the Defendants (or any of their subsidiaries or affiliates). You are **not** included in either Settlement Class if you **only** bought Packaged Ice directly from a Defendant (or any of their subsidiaries or affiliates) or another manufacturer of Packaged Ice.

Under the proposed settlement, the remaining Defendant, Home City, has agreed to: (1) pay \$2,700,000.00 into a “Settlement Fund”, and (2) avoid engaging in certain violations of the U.S. antitrust law. In the future, Class Counsel will ask for fees of up to \$900,000.00 and reimbursement of their expenses in connection with the litigation and settlement with Home City (both of which will come out of the Settlement Fund). The Settlement only pays class members who bought Packaged Ice in the states listed in Settlement Class II.

If you are a member of one or both of the Settlement Classes, your rights may be affected by this lawsuit. Your legal rights and options are:

- **Remain in the Settlement Classes:** To remain in the Settlement Classes, you do not need to do anything at this time. If you are a member of Settlement Class II (as described above), you are entitled to get money from the

Settlement Fund by following the instructions set forth below. The amount that you may get is described below. **TO GET MONEY, YOU MUST FILE A CLAIM BY MAY 17, 2017.** There will be no payments if the Settlement is not finally approved by the Court or any appeals are not resolved in favor of the Settlement. By staying in the Settlement Class II, you will be giving up your right to sue (or continue to sue) Home City (and related parties) for damages arising from the indirect purchase of Packaged Ice in Arizona, Arkansas, California, District of Columbia, Florida, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, Utah, Vermont, West Virginia, Wisconsin and/or Wyoming. Settlement Class I Members cannot exclude themselves from the Settlement; so they do not release any right to sue Home City for damages if they are not also members of Settlement Class II. However, Settlement Class I Members will be giving up their right to sue, to continue to sue, to be part of any other lawsuit, or to sue Home City (and related parties) for non-monetary relief in the arising from the indirect purchase of Packaged Ice anywhere in the United States. The Settlement Agreement has a specific description of the rights to sue you will be giving up. If the Settlement is not finally approved by the Court or any appeals are not resolved in favor of the Settlement, the Settlement will be null and void and the releases will not become effective.

- **Exclude Yourself from Settlement Class II:** To exclude yourself from Settlement Class II (also called “opting out”), you must mail a written request for exclusion as described below **by May 17, 2017**. If you exclude yourself, you will not be bound by the release of the monetary claims in the Settlement with Home City and will keep any right you may have to sue (or continue to sue) Home City (and related parties) for monetary relief for indirect purchases of Packaged Ice. However, you will not be entitled to receive a payment from the Settlement Fund.
- **Object:** If you are a member of Settlement Class I, you may object (as described below) to the part of the proposed Settlement that impacts the rights of Settlement Class I members. If you are also a member of Settlement Class II and do not exclude yourself, you may also object (as described below) to the part of the proposed Settlement that impacts the rights of Settlement Class II members. If you are a member of Settlement Class II, you are also a member of Settlement Class I; so you retain the right to object to the part of the proposed Settlement that impacts the rights of Settlement Class I members even if you exclude yourself from Settlement Class II. If you are a member of either or both Settlement Classes, you may object to Class Counsel’s motion (*i.e.*, request) for attorneys’ fees and expenses. Any objections must be made **by May 17, 2017**. You may also appear, through counsel at your own expense or without representation at your own expense, at the hearing before the Court that will determine

whether the proposed Settlement should be approved as fair, adequate, and reasonable or to grant Class Counsel's request for attorneys' fees and expenses. You may also object without appearing.

- **Appear:** You may enter an appearance in the litigation through your own counsel at your own expense or without counsel.

I. THE LITIGATION

In 2008, indirect purchasers of Packaged Ice filed a number of class action lawsuits against the “defendants,” The Home City Ice Company (“Home City”), Reddy Ice Corporation, Reddy Ice Holdings, Inc. (collectively “Reddy Ice”), Arctic Glacier Income Fund, Arctic Glacier Inc., and Arctic Glacier International Inc. (collectively “Arctic Glacier”). The people who sued are called the “Plaintiffs.” In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “settlement class” or “settlement class members.” In this case, the United States District Court for the Eastern District of Michigan resolves certain claims for all Settlement Class Members in connection with the Home City settlement.

The Court appointed lawyers as interim “Class Counsel” to represent the interests of the Settlement Classes. On June 1, 2009, the Court appointed Levitt & Kaizer and The Law Offices of Max Wild as Interim Lead Counsel and the Perrin Law Firm as Interim Liaison Counsel for the indirect purchaser class. On September 15, 2009, certain Plaintiffs filed an Amended Class Action Complaint against Defendants (the “Action”).

Plaintiffs claim that the Defendants violated the antitrust (and other) laws by

conspiring to raise, fix, maintain, or stabilize the price of Packaged Ice and/or allocate markets and customers. Plaintiffs also claim that, as a result of the conspiracy, they and other indirect purchasers of Packaged Ice have had to pay more for Packaged Ice than they would have paid without this illegal conduct. Plaintiffs are asking for damages and injunctive relief (in the form of changes in business practices) as well as reimbursement of costs and an award of attorneys' fees. On March 11, 2010, Wild Law Group PLLC (with whom Matthew S. Wild, Esq. and Max Wild, Esq. are affiliated) was substituted as interim Class Counsel for the indirect purchasers. On May 25, 2011, certain plaintiffs filed a Consolidated Class Action Complaint. On December 12, 2011, the Court granted in part, and denied in part, Defendants' motions to dismiss the Consolidated Class Action Complaint. Certain Plaintiffs (who were denied the ability to join the lawsuit) then filed suits in various federal courts, which were transferred to this Court.

Defendants deny Plaintiffs' claims and deny they did anything wrong. At this time, neither side has proven their claims or defenses in Court. The Court has not decided whether Plaintiffs' claims are correct or whether Defendants have engaged in any wrongdoing. To avoid the cost and risk of further litigation and/or trial, the Plaintiffs and Home City have negotiated this settlement of the claims for the Settlement Classes against Home City only.

The class has reached final settlements with the Reddy Ice and Arctic Glacier Defendants as described below.

Prior Approved Reddy Ice Settlement

Defendants Reddy Ice Corporation and Reddy Ice Holdings, Inc., settled with the

indirect purchasers in connection with Reddy Ice's bankruptcy in the United States Bankruptcy Court for the Northern District of Texas. The United States Bankruptcy Court for the Northern District of Texas approved the settlement. The settlement fund was \$700,000.00

The Reddy Ice settlement class is defined as all purchasers of packaged ice who purchased packaged ice indirectly from Reddy Ice Corporation, Arctic Glacier International Inc. or The Home City Ice Company or their parents or subsidiaries (including all predecessors thereof) at any time during the period from January 1, 2001 to March 6, 2008. Excluded from the Reddy Ice class are governmental entities, Reddy Ice Corporation, Reddy Ice Holdings, Inc., Arctic Glacier International Inc., Arctic Glacier Inc., Arctic Glacier Income Fund, The Home City Ice Company, their co-conspirators, and the releasees under the Reddy Ice Plan of Reorganization. The settlement released the Reddy Ice class members' claims against Reddy Ice, their subsidiaries and affiliates, and the individual Reddy Ice class representatives' claims against Reddy Ice's current and former officers and directors.

To see if a claims process is ongoing or for more information, you should visit www.icesettlements.com.

The United States Bankruptcy Court for the Northern District of Texas awarded Class Counsel fees of \$233,333.33 plus expenses of \$80,485.34 out of the settlement fund and authorization to pay ongoing expenses for services performed by Rust Consulting (the settlement administrator) relating to maintenance of the settlement website, toll free hotline and post office box. Each class representative was awarded an

incentive payment of \$200.00 except for class representative Lawrence Acker who was awarded an incentive payment of \$2,000.00 in recognition of his service on the Committee of Unsecured Creditors. All incentive payments came out of the settlement fund. Payment of other expenses have been, and may also be in the future, authorized and paid out of the settlement fund.

Prior Approved Arctic Glacier Settlement

Defendants Arctic Glacier Income Fund, Arctic Glacier Inc., and Arctic Glacier International Inc. settled with the indirect purchaser class in connection with their bankruptcy proceedings in the United States and insolvency proceedings in Canada. The settlement was approved by the Canadian insolvency court and United States Bankruptcy Court for the District of Delaware. The settlement fund was \$3,950,000.00. Unclaimed funds after payment of attorneys' fees and expenses were kept by the Arctic Glacier bankruptcy estate. The settlement released the class members' claims against Arctic Glacier, their subsidiaries and affiliates as well as their former officers and directors for the indirect purchase of packaged ice in bags made by Arctic Glacier, Home City or Reddy Ice and purchased in Arizona, California, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Mexico, New York, North Carolina, Tennessee, and/or Wisconsin from January 1, 2001 through March 6, 2008. The settlement also released claims against former Arctic Glacier officers Keith Corbin, Gary Cooley and Frank Larsen who were sued by a putative class of Michigan indirect purchasers in a separate class action for the indirect purchase of Packaged Ice from Arctic Glacier, Home City and Reddy Ice in Michigan.

The United States Bankruptcy Court for the District of Delaware awarded Class Counsel

fees of \$1,300,000.00, plus expenses of \$305,033.51 that came out of the settlement fund and the Canadian bankruptcy court awarded Class Counsel a charge against the assets of the Arctic Glacier bankruptcy estate of \$200,000.00 that did not come out of the settlement fund. The United States Bankruptcy Court for the District of Delaware also awarded each class representative an incentive payment of \$1,000.00 that came out of the settlement fund. The deadline to file claims has passed.

I. THE PROPOSED SETTLEMENT WITH HOME CITY

Key Terms

Plaintiffs have agreed to a Settlement with Home City dated March 7, 2012 and later amended (the “Settlement Agreement”). Under the Settlement Agreement, Home City has paid \$2,700,000.00 in a Settlement Fund, and agreed to an injunction prohibiting certain *per se* violations of the U.S. antitrust law.

In exchange, Home City, its past and present officers, directors, individual shareholders, employees and the executors, heirs, and executors of each of the foregoing as well as each of Home City’s subsidiaries and divisions and their predecessors and successors will obtain a release of all:

(1) Settlement Class I Members’ non-monetary claims arising from their purchase(s) of Packaged Ice indirectly anywhere in the United States and

(2) Settlement Class II Members’ claims (monetary and non-monetary) arising from their indirect purchase(s) of Packaged Ice in Arizona, Arkansas, California, District of Columbia, Florida, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North

Carolina, North Dakota, South Dakota, Tennessee, Utah, Vermont, West Virginia, Wisconsin and/or Wyoming.

Settlement Class Members keep any right they may have to sue for damages arising from their indirect purchase of Packaged Ice in any state other than Arizona, Arkansas, California, District of Columbia, Florida, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, Utah, Vermont, West Virginia, Wisconsin and Wyoming, for their direct purchases of Packaged Ice, and for any product defect or similar claim. **The Settlement Agreement includes the specific description of the rights to sue that you are giving up as a member of the Settlement Class(es).** If you remain in Settlement Class II and the Settlement is approved by the Court (and any appeals are resolved in favor of the Settlement), you may be entitled to a payment (as described below) when the Settlement Fund is distributed to Settlement Class II Members. **To remain in the Settlement Classes, you do not need to do anything at this time.** You should, however, keep all your records of your purchases of Packaged Ice from all of the Defendants and their subsidiaries and affiliates and predecessors.

To get money, you must complete and file a Claim Form by **May 17, 2017**. Claim Forms are available at www.HomeCityIceSettlement.com, by calling 1-800-589-3985 or by writing to Home City Packaged Ice Settlement, P.O. Box 1884, Faribault, MN 55021-1884.

As a member of either of the Settlement Classes, you will not have to individually pay attorneys' fees for Class Counsel or expenses. These fees and expenses will be

approved by the Court and paid out of the Settlement Fund.

To get more information about the Settlement, and to read the Settlement Agreement and relevant court documents, visit www.HomeCityIceSettlement.com or write to Home City Packaged Ice Settlement, P.O. Box 1884, Faribault, MN 55021-1884 or call 1-800-589-3985. In addition, these and other important case documents are available for review during normal business hours at the offices of the Clerk of Court, United States District Court for the Eastern District of Michigan, Theodore Levin United States Courthouse, 5th Floor, 231 W. Lafayette Blvd., Detroit, Michigan 48226.

YOUR RIGHTS AND OPTIONS

A. Introduction

Settlement Class I:

You cannot exclude yourself from Settlement Class I and may do nothing. Your interests will be represented by Plaintiffs and Class Counsel. By following the instructions below, you may choose to appear at the Final Approval Hearing and Hearing to approve Class Counsel's request for attorneys' fees and expenses at United States District Court for the Eastern District of Michigan, Theodore Levin United States Courthouse, Courtroom 737, 231 W. Lafayette Blvd., Detroit, Michigan 48226 on July 11, 2017 at 11:00 a.m. on your own behalf, through counsel at your own expense or without counsel. You may also object to the part of settlement that impacts the rights of Settlement I members and Class Counsel's request for attorneys' fees and expenses by following the instructions set forth below. No appearance is required to object. If the Court approves this Settlement and any appeals are resolved in its favor, you will be bound by the judgment that releases non-monetary claims.

Settlement Class II:

If you qualify, you will remain a member of Settlement Class II unless you exclude yourself. If you want to remain in Settlement Class II, you do not need to take any action at this time, but to get money from the Settlement Fund if the Settlement is finally approved (and any appeals are resolved in its favor), you must follow the instructions below. Your interests will be represented by Plaintiffs and Class Counsel. You can also appear on your own behalf, through counsel or without representation, at your own expense. If you choose to remain in Settlement Class II, you may object to the settlement and/or Class Counsel's request for attorneys' fees and expenses by following the instructions set forth below. You may exclude yourself from Settlement Class II by following the instructions set forth below.

As explained below, if you exclude yourself from Settlement Class II, you cannot object to that part of the settlement that involves the creation of the Settlement Fund and release of monetary claims. If you are a member of Settlement Class II, you are also a member of Settlement Class I; so you may still object to that part of the Settlement that impacts the rights of Settlement Class I members as well as object to the Class Counsel's request for attorneys' fees and expenses even if you exclude yourself from Settlement Class II. If you exclude yourself from Settlement Class II, you will be ineligible to receive a payment from the Settlement Fund. You will however retain any right you may have to sue Home City for monetary damages.

If you decide to remain in Settlement Class II and wish to get money, you must submit a Claim Form **by May 17, 2017**. If you remain in Settlement Class II and the Court approves this Settlement (and any appeals are resolved in its favor), you will be bound by the judgment and the Court's decisions.

B. How To Get A Payment

Only Settlement Class II members who remain in the Settlement Class II can get money. If you are a member of Settlement Class II, you can claim money from the Settlement Fund by submitting a claim form **by May 17, 2017**. Claim Forms are available online at www.HomeCityIceSettlement.com, by calling 1-800-589-3985 or by writing Home City Packaged Ice Settlement, P.O. Box 1884, Faribault, MN 55021. Claim Forms may be submitted on-line or if by mail to Home City Packaged Ice Settlement, P.O. Box 1884, Faribault, MN 55021.

Am I Eligible To Claim Money?

The Claim Form will ask Settlement Class II Members to declare under oath: (1) the number bags or blocks of Packaged Ice purchased at retail (*i.e.*, 1 through 6; 7 through 12; or 13 or more), (2) that the bags or blocks were made by one of the Defendants or their subsidiaries or affiliates (or predecessors thereof), (3) that the bags or blocks were purchased from January 1, 2001 through March 6, 2008 and (4) that the bags or blocks were purchased in Arizona, Arkansas, California, District of Columbia, Florida, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, Utah, Vermont, West Virginia, Wisconsin and/or Wyoming.

How Much Money May I Get?

Payment amounts will depend on how much Packaged Ice you purchased from January 1, 2001 through March 6, 2008 in one or more of the states listed in Settlement Class II that was made by any of the Defendants (or their subsidiaries, affiliates or predecessors). Payment amounts will be calculated as follows:

Eligible Bags or Blocks of Ice	Payment Amount	Proof of Payment
1-6	\$6.00	No
7-12	\$12.00	No
13 or more	\$12.00 for the first 12 bags plus \$2.00 for each additional bag or block	Yes

Claims and payments are limited to one per household, and payment amounts will not be aggregated for members of the same household. Class II Members submitting a claim for more than 12 bags or blocks of Packaged Ice must include proof(s) of purchase with their Claim Form. If you do not have proof(s) of purchase, or fail to submit it with your Claim Form, your payment amount will be limited to twelve bags/blocks of Packaged Ice. Submission of a Claim Form is the only way to get money from the Settlement Fund.

If there is not enough money in the Settlement Fund to pay all claims after deduction for expenses and attorneys' fees, payment amounts will be reduced to make sure all Settlement Class II members with a valid claim receive a payment. If the Settlement Fund is not exhausted after claims, attorneys' fees and expenses are, or would be, paid, Class Counsel has alternatives: increase the payment amounts proportionally, re-open the claims filing period and/or advertise to stimulate filing of additional claims. Any of these alternatives would require Court approval. In addition, any unclaimed money might be donated to one or more charities approved by the Court from a list proposed by the parties.

C. Excluding Yourself From The Home City Settlement Class II

You may exclude yourself from Settlement Class II. Excluding yourself is telling the Court that you don't want to be part of Settlement Class II. If you exclude yourself, you will not receive any portion of the Settlement Fund, and cannot object to that part of the Settlement that

impacts the rights of Settlement Class II members because that part of the Settlement no longer affects you. If you are a member of Settlement Class II, you are also a member of Settlement Class I; so you retain the right to object to that part of the proposed Settlement that impacts the rights of Settlement Class I members even if you exclude yourself from Settlement Class II. To exclude yourself from the Settlement Class II, you must send a request for exclusion, in writing, by certified mail, return receipt requested, postmarked no later than **May 17, 2017** to: Home City Packaged Ice Settlement, P.O. Box 1884 Faribault, MN 55021-1884

Your request for exclusion must contain the purchaser's full name and address, and an estimate of the dollar amount of Packaged Ice that you purchased indirectly from any of the Defendants from January 1, 2001 through March 6, 2008. If you exclude yourself from the Settlement Class II, you will not be bound by the part of the Settlement that releases claims for damages against Home City (and related parties), and you will keep any right you may have to sue (or continue to sue) Home City (and related parties) for monetary relief for indirect purchases of Packaged Ice. However, you will not receive a payment from the Settlement Fund.

D. Objecting

Objecting is simply telling the Court that you don't like something about the Settlement or request for attorneys' fees and expenses. All members of Settlement Class I may object to any part of the settlement that impacts the rights of Settlement Class I members. All members of Settlement Class II who do not exclude themselves from Settlement Class II may object to any part of, or the entire, settlement. If you exclude yourself from Settlement Class II, you cannot object to that part of the Settlement that impacts the rights of Settlement Class II members because that part of the Settlement no longer affects you. If you are a member of Settlement Class II, you are also a member of Settlement Class I; so you retain the right to object

to that part of the proposed Settlement that impacts the rights of Settlement Class I members even if you exclude yourself from Settlement Class II. If you are member of either or both Settlement Classes, you may also object to Class Counsel's motion (*i.e.*, request) for attorneys' fees and expenses. Your objection must be postmarked no later than **May 17, 2017**, identify an *indirect* purchase of Packaged Ice from a Defendant or a subsidiary or affiliate of a Defendant (or any predecessors thereof) from January 1, 2001 through March 6, 2008 and include the name of this litigation (*In re Packaged Ice Antitrust Litigation*, No. 08- md-1952 (PDB) (E.D. Mich.)) and your signature. You must mail copies of your objection postmarked no later than **May 17, 2017** to the following addresses:

Court	Class Counsel	Defense Counsel
Clerk of Court United States District Court 231 West Lafayette Blvd. 5th Floor Detroit, Michigan 48226	Matthew S. Wild Wild Law Group PLLC 2590 Aaron Lane Winston Salem, NC 27106	Michael A. Roberts Graydon Head & Ritchey LLP 312 Walnut Street, Suite 1800 Cincinnati, OH 45202

If you want to speak at the hearing to approve the Settlement or Class Counsel's motion for attorneys' fees and expenses, you must send a letter stating your intention to appear to the three addresses listed above. Any communication with the Court must include the name of this litigation (*In re Packaged Ice Antitrust Litigation*, No. 08- md-1952 (PDB) (E.D. Mich.)). You must provide your name, address, telephone number, signature, and identify an *indirect* purchase of Packaged Ice from a Defendant or a subsidiary or affiliate of a Defendant (or any predecessors thereof) from January 1, 2001 through March 6, 2008. Your notice of intention to appear must be received at the three addresses no later than **June 30, 2017**.

If you do not object to the Settlement, you do not need to appear at the hearing. You

may also choose to object without appearing at the hearing. You may hire an attorney at your expense to make an objection or appear at the hearing, but you do not have to do so.

E. Updates

Class members should monitor the website, www.HomeCityIceSettlement.com, for updates about the status of the Settlement, including whether the Court has granted final approval of the Settlement and any appeals have been filed and if so, whether any such appeals have been resolved.

III. Class Counsel's Request For Fees And Expenses

As part of this Settlement, Class Counsel will ask the Court to award them attorneys' fees in the future of up to \$900,000.00 and reimbursement for their expenses (and payment of any expenses incurred) in connection with the lawsuit against Home City and this Settlement with Home City. These fees and expenses will come out of the Settlement Fund. No class member will have to pay attorney fees or expenses out-of-pocket.

Certain expenses have already been deducted from the Settlement Fund relating to publication and administration of the settlement. Future expenses relating to administration of the settlement, possible future advertising and taxation matters will be deducted from the Settlement Fund without further notice.

Class Counsel's application for attorneys' fees and reimbursement of expenses will be promptly posted on the settlement website, www.HomeCityIceSettlement.com, after it is made.

IV. Hearing

The Court will hold a final fairness hearing on **July 11, 2017 at 11:00 a.m.** at the Theodore Levin United States Courthouse, 231 W. Lafayette Blvd., Courtroom 737, Detroit, Michigan 48226, to determine whether the proposed settlement with Home City should be

approved as fair, reasonable, and adequate and whether to approve Class Counsel's motion for attorneys' fees and expenses. The hearing date and time may be changed without notice; so it is a good idea to check www.HomeCityIceSettlement.com or call 1-800-589-3985 if you want to attend the hearing. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing (if they have followed the above instructions).