

**SETTLEMENT AGREEMENT BETWEEN INDIRECT  
PURCHASER PLAINTIFFS AND THE HOME CITY ICE COMPANY**

This Settlement Agreement (“Agreement”) is made and entered into as of this 7th day of March, 2012 (the “Execution Date”), by and between Defendant The Home City Ice Company (“Home City”) and the “Plaintiffs” (as defined in ¶ 4 below), both individually and on behalf of Settlement Classes I & II (as defined in ¶¶ 7 & 9 below) of indirect purchasers of Packaged Ice (as defined in ¶ 5 below) who purchased Packaged Ice indirectly from Home City or any Defendant named in the “Action” (as defined in ¶ 4 below) during the period from January 1, 2001 to, and including, March 6, 2008 (the “Class Period”).

WHEREAS, Plaintiffs are prosecuting the Action on their own behalf and on behalf of a class of indirect purchasers against Home City, Reddy Ice Holdings, Inc., Reddy Ice Corporation, Arctic Glacier Income Fund, Arctic Glacier, Inc., and Arctic Glacier International, Inc. (collectively, the “Defendants”); and

WHEREAS, Plaintiffs allege that Home City, *inter alia*, participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Packaged Ice throughout the United States at artificially high levels in violation of Section 1 of the Sherman Antitrust Act and various state laws; and

WHEREAS, Home City denies Plaintiffs’ allegations, except to the extent that it has entered into a guilty plea in connection with the packaged ice business in certain portions of Michigan; and

WHEREAS, Plaintiffs have conducted an investigation into the facts and the law regarding the Action and have concluded that a settlement with Home City according to the terms set forth below is in the best interest of Plaintiffs and the Settlement Classes; and

WHEREAS, Home City, despite its belief that it has good defenses to the claims alleged, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation; and

WHEREAS, Home City has agreed to cooperate with Plaintiffs as generally hereinafter set forth in this Agreement, and therefore will save Plaintiffs substantial burden and expense of litigation; and

WHEREAS, Home City has agreed to entry of a permanent injunction on the terms set forth below;

NOW, THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, it is agreed by, and among, the undersigned that the Action be settled, compromised, and dismissed with prejudice (except that the dismissal shall be without prejudice to claims for damages or monetary relief as to Settlement Class I Members or Settlement Class II Members for purchases of Packaged Ice in states other than the Class II States) as to Home City only, and that it shall continue against others, known and unknown, and as to Home City it shall be without costs to Plaintiffs, the Settlement Classes, or Home City, subject to the approval of the Court, on the following terms and conditions.

**A. Definitions**

The following terms, as used in this Agreement, have the following meanings:

1. "Claims" means any and all actions, suits, claims, rights, demands, assertions, allegations, causes of action, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, debts, liabilities, judgments, or remedies, that are related to the subject matter of the Consolidated Class Action Complaint (Dkt. #367) filed in *In Re Packaged Ice Antitrust Litigation*, Case No. 08-MD-01952.

2. “Class Counsel” means Interim Lead and Liaison Counsel for the Indirect Purchaser Plaintiffs, namely Wild Law Group PLLC.

3. “Class Period” means the period from and including January 1, 2001 to and including March 6, 2008.

4. “Class Representatives” or “Plaintiffs” means Lawrence J. Acker, Rich Aust, Brian W. Buttars, Nathan Croom, Robert DeLoss, James Feeney, Lehoma Goode, Ian Groves, Beverly Herron, Ainello Mancusi, Ron Miastkowski, Brandi Palombella, Karen Prentice, Brian Rogers, Patrick Simasko, John Spellmeyer, Wilton E. Spencer, Jr., Wayne Stanford, Joe Sweeney and Samuel Winnig. “Action” means all actions in which any of the Plaintiffs are a party, consolidated in *In re Package Ice Antitrust Litig.*, MDL No. 1951, which are set forth in Exhibit A.

5. “Packaged Ice” means ice which is packaged in bags, as well as ice in blocks.

6. “Releasees” means jointly and severally, individually and collectively Home City and its past and present: officers, directors, individual shareholders, employees, and the successors, heirs, and executors of each of the foregoing, as well as each of Home City’s subsidiaries, and divisions, and the predecessors and successors in interest of each. Notwithstanding the foregoing, it is agreed that “Releasees” does not include (1) Reddy Ice Holdings, Inc., Reddy Ice Corporation, Arctic Glacier Income Fund, Arctic Glacier Inc., Arctic Glacier International Inc., any predecessors or subsidiaries thereof or any past or present officers, directors or employees thereof, including, without limitation, Keith Corbin, Gary Cooley and Frank Larson and (2) any successors-in-interest of Home City to the extent liability is not predicated on the successor liability of Home City arising from the Claims. This Agreement is

no bar to Plaintiffs prosecuting their claims against anyone other than Releasees, whether in existing or future actions.

7. “Class I Releasors” means jointly and severally, individually and collectively, Plaintiffs and the Settlement Class I Members and their respective past and present parents, subsidiaries, affiliates, heirs or successors. As used in this Agreement, “affiliate” means entities controlling, controlled by or under common control with a Releasor.

8. “Class II States” means 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.

9. “Class II Releasors” means jointly and severally, individually and collectively, Plaintiffs and the Settlement Class II Members and their respective past and present parents, subsidiaries, affiliates, heirs or successors.

10. “Settlement Amount” means two million seven hundred thousand dollars (\$2,700,000) in United States currency.

11. “Settlement Class I” means:

All purchasers of Packaged Ice who purchased Packaged Ice in the United States indirectly from any of the Defendants or their 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.

12. “Settlement Class I Member” means each member of the Settlement Class I.

13. “Settlement Class II” means:

All purchasers of Packaged Ice who purchased 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 Wyoming indirectly from any of the Defendants or their 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.

14. "Settlement Class II Member" means each member of the Settlement Class II who does not timely elect to be excluded from Settlement Class II.

15. The "Settlement Fund" means the Settlement Amount and any interest earned on that amount.

**B. Stipulation to Class Certification**

16. The parties to this Agreement hereby stipulate that the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(2) are satisfied in the Action with respect to Class I and Rules 23(a) and 23(b)(3) are satisfied with respect to Class II, and, subject to Court approval, the following Settlement Classes shall be certified for settlement purposes as to Home City:

**Class I:**

All purchasers of Packaged Ice who purchased Packaged Ice in the United States indirectly from any of the Defendants or their 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.

**Class II:**

All purchasers of Packaged Ice who purchased 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 Wyoming, indirectly from any of the Defendants or

their 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.

**C. Approval of this Agreement and Dismissal of Claims**

17. Plaintiffs and Home City shall use their best efforts to effectuate this Agreement, including cooperating in promptly seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure certification of the Settlement Class and the prompt, complete, and final dismissal with prejudice (except that the judgment shall be without prejudice to claims for damages or monetary relief as to purchases by Settlement Class I Members or by Settlement Class II Members in states other than the Class II States) of the Action as to Home City.

18. Within ten (10) business days after the execution of this Agreement and receipt of the Settlement Fund specified in paragraph 25, Plaintiffs shall submit to the Court a motion, requesting entry of an order preliminarily approving the settlement and authorizing dissemination of notice to the proposed Settlement Classes (the "Motion").

19. Pursuant to an order granting preliminary approval, notice of the settlement shall be published in *Parade Magazine* in each of the Class II States and *USA Today*, and posted on the Internet.

20. Plaintiffs and Home City shall jointly seek entry of a final judgment order, in the form attached as Exhibit "B," providing:

- (a) as to the Action, approving finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- (b) appointing Wild Law Group PLLC as lead counsel for the Classes;

- (c) appointing Plaintiffs as representatives for the Classes;
- (d) directing that, as to Home City only and without benefit to any other defendant person or entity not within the definition of Releasee, the Action be dismissed with prejudice (except that the judgment shall be without prejudice to claims for damages or monetary relief as to purchases by Settlement Class I Members or by Settlement Class II Members in states other than the Class II States) and, except as provided for in this Agreement, without costs;
- (e) reserving exclusive jurisdiction over the settlement and this Agreement, including the administration and consummation of this settlement; and
- (f) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to Home City shall be final and entered forthwith.

21. Home City shall comply with all notice and filing requirements under the Class Action Fairness Act of 2005 (“CAFA”), if any, and certify to Plaintiffs’ counsel that it has complied.

22. This Agreement shall become final only when: (a) the Court has entered a final judgment order approving this Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and a final judgment dismissing the Action against Home City with prejudice as to all Settlement Class Members (except that the judgment shall be without prejudice to claims for damages or monetary relief as to purchases of Packaged Ice by Settlement Class I Members or Settlement Class II Members in states other than the Class II States) and without costs has been entered, and (b) the time for appeal or to seek permission to appeal from the Court’s approval of this Agreement and the entry of a final judgment as described in clause (a) above has expired or, if appealed, approval of this Agreement and the final judgment has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review (“Effective Date”). It is agreed that neither the

provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. §1651, shall be taken into account in determining the above-stated times.

**D. Releases and Discharge**

23. Upon the occurrence of the Effective Date and in consideration of the injunctive relief specified in paragraph 26 of this Agreement, and the cooperation specified in paragraphs 37 through 47 of this Agreement, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, and causes of action for injunctive or equitable relief including costs, expenses, and attorneys' fees, whether class, individual, or otherwise in nature, that Class I Releasors, or any one of them, ever had, now has, or hereafter can, shall, or may have directly, representatively, derivatively or in any other capacity against the Releasees or any of them, whether known or unknown, suspected or unsuspected, in law or equity, on account of or arising out of or resulting from the purchase of Packaged Ice during the Class Period, or from conduct that occurred prior to the Effective Date of this Agreement concerning the sale of Packaged Ice (including any allegations of collusion among Defendants and/or any other manufacturers of Packaged Ice), whether they arise under any federal or state law, including but not limited to any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, unjust enrichment or civil conspiracy law including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 et seq. (the "Class I Released Claims"), subject to the limitations provided in the next two sentences. First, nothing in this paragraph shall release any claim made by a Class I Releasor arising from a direct purchase of Packaged Ice from a Defendant or for any product defect or similar claim (including, but not limited to, claims for property damage or personal injury). Second, nothing in this paragraph shall release any claim made by a Class I Releasor for

damages or monetary relief arising from the purchase of Packaged Ice indirectly in a state other than a Class II State.

24. Upon the occurrence of the Effective Date and in consideration of payment of the Settlement Amount, as specified in paragraphs 10 and 25 of this Agreement, the injunctive relief specified in paragraph 26 of this Agreement, and the cooperation specified in paragraphs 37 through 47 of this Agreement, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, and causes of action, damages, liabilities of any nature, including costs, expenses, penalties, and attorneys' fees, whether class, individual, or otherwise in nature, that Class II Releasers, or any one of them, ever had, now has, or hereafter can, shall, or may have directly, representatively, derivatively or in any other capacity against the Releasees or any of them, whether known or unknown, suspected or unsuspected, in law or equity, on account of or arising out of or resulting from the purchase of Packaged Ice in the Class II States during the Class Period, or from conduct that occurred prior to the Effective Date of this Agreement concerning the sale of Packaged Ice in the Class II States (including any allegations of collusion among Defendants and/or any other manufacturers of Packaged Ice), whether they arise under any federal or state law, including but not limited to any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, unjust enrichment or civil conspiracy law, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 et seq. (the "Class II Released Claims"), or any other law; provided, however, that nothing in this paragraph shall release any claims for damages or monetary relief for purchases in states other than the Class II States, any claims made by direct purchasers of Packaged Ice as to their direct purchases, or any product defect or similar claim (including, but not limited to, claims for property damage or personal injury).

**E. Payments**

25. Settlement Payment. Home City shall pay or cause to be paid the Settlement Amount of two million seven hundred thousand Dollars (\$2,700,000) in settlement of the Action. The Settlement Amount shall be wire transferred by Home City within fifteen (15) business days after the Execution Date. The Settlement Payment shall be paid into the Settlement Fund, which shall be established as an escrow account designated by Class Counsel, and administered in accordance with the provisions of Section G of this Agreement. In the event that the Court denies preliminary approval, the Settlement Payment shall be returned to Home City.

**F. Injunction**

26. Upon the Effective Date, Home City shall consent to entry of an injunction that provides:

Home City is hereby enjoined from entering into any combination, conspiracy or agreement with Arctic Glacier International Inc., Reddy Ice Corporation or other person or entity or organization to allocate Packaged Ice customers, territories or markets, or raise, fix, maintain, or stabilize the price of Packaged Ice that would be considered a *per se* unlawful restraint of trade under Section 1 of the Sherman Act.

For purposes of clarity, the prohibition that shall exist by way of this injunction shall not preclude Home City from entering into lawful and legitimate joint venture arrangements or acquisitions, or, by way of example, maintaining and or establishing co-packing relationships, which are commonplace in the industry and necessary legitimate business models for meeting the needs of large chain accounts with remote locations. This injunction shall last for a period of three years.

**G. The Settlement Fund**

27. Before the Effective Date of this Agreement but after preliminary approval, reasonable disbursements for expenses associated with providing notice of the settlement to the

Settlement Class, expenses associated with administering the settlement, and any payments and expenses incurred in connection with taxation matters relating to the settlement and this Agreement may be made from the Settlement Fund, and all such amounts shall not exceed \$500,000 and, once disbursed, shall not be refundable to Home City in the event the Agreement is disapproved, rescinded, or otherwise fails to become effective.

28. The Settlement Fund shall either be deposited in Class Counsel's IOLTA or invested in Treasury Bills that mature in 26 weeks or less at Class Counsel's absolute discretion.

29. In the event that the Court imposes notice requirements that would require Plaintiffs to incur costs in excess of \$500,000, Plaintiffs may rescind this Agreement on five days written notice unless within five days of receipt of said notice Home City agrees to increase the Settlement Amount by the amount that notice costs will exceed \$500,000, and allows such additional funds to be non-refundable pursuant to the terms of paragraph 27. Neither Plaintiffs nor Class Counsel will be required to assume liability for expenses associated with approval of this Agreement that have not been paid unconditionally and without refund by Home City. Home City and Plaintiffs expressly reserve all of their rights if this Agreement is rescinded by Home City or Plaintiffs pursuant to this paragraph 29.

30. Home City shall not have any responsibility, financial obligation, liability, or tax liability whatsoever with respect to the investment, distribution, use, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such investment, distribution, administration, or use except as expressly otherwise provided in this Agreement.

31. Plaintiffs and Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all past, current or future litigation costs and expenses and attorneys' fees. Home City shall not be liable for any costs, expenses, or fees of any of Plaintiffs' respective

attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund. No disbursements shall be made from the Settlement Fund prior to the Effective Date of this Agreement except as consistent with paragraph 27 above. Home City shall not object to any application for attorneys' fees or costs.

32. In the event that (1) another indirect purchaser class action seeking damages or monetary relief against Home City is commenced and consolidated as a tag-along with *In re Packaged Ice Antitrust Litig.*, MDL No. 1952 before the Effective Date (or the Complaint in the MDL is amended to add such claims) and (2) arises under the law of a state that is not a Class II State, Home City shall be permitted to include that state as a Class II State, subject to approval of the Court. Home City shall make this request within ten (10) days after the claims are added or new case is consolidated as a tag-along and bear any increase in the cost of class notice. Before Home City's request is effective, the following three conditions must be satisfied. First, in the event that Home City may do so in compliance with Fed. R. Civ. P. 11, Home City shall file a motion to dismiss the complaint with prejudice. Second, the Court denies the motion and does not dismiss the complaint with prejudice. Third, Home City has deposited the increase in class notice costs in the Settlement Fund, which shall become non-refundable if those additional expenses are incurred.

33. Settlement Class II Members shall be the only settlement class members who shall receive any financial remuneration from this Agreement.

34. Class Counsel, at such time that they, in their absolute discretion determine, shall submit: (a) a proposed plan of allocation to the Court for its approval setting forth an allocation of the Settlement Fund to the Settlement Class II Members including a proposed proof of claim, and (b) a motion for an award of attorneys' fees and reimbursement of litigation costs and

expenses. Any decision by the Court, or any appellate court, with respect to the plan of allocation or the motion for an award of attorneys' fees and reimbursement of litigation costs and expenses shall not affect the finality of the final judgment order approving this Agreement, the final judgment, or the Effective Date.

35. In connection with the final approval of this Agreement, Class Counsel may seek an order of the Court permitting expenditures from the Settlement Fund for costs and expenses necessary for the prosecution of their claims against defendants other than Releasees in an amount not to exceed \$750,000. Such expenditures from the Settlement Fund shall only be permitted after final approval of this Agreement.

**H. Rescission if the Agreement is Not Finally Approved**

36. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, or if the Court refuses to approve any such provision, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement (including, without limitation, the Settlement Amount) remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties. If the Court does not approve the fundamental terms and conditions of this Agreement, such that the invalidity or non-enforceability of such term(s) or condition(s) renders the remainder of the Agreement taken as a whole substantially different than which the parties entered into, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment order or if the Court enters the final judgment order and appellate review is sought and, on such review, such final judgment order is not affirmed, then Home City and the Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety and any and all amounts then constituting the Settlement Fund (including all interest earned thereon, if any) shall be returned forthwith to Home City, except for such disbursements made or incurred in

accordance with paragraph 27 of this Agreement (not to exceed \$500,000 or such greater amount as authorized by Home City). A modification or reversal on appeal of any amount of Class Counsel's fees or reimbursement of litigation costs and expenses awarded by the Court from the Settlement Fund or any plan of allocation or distribution of the Settlement Fund shall not be deemed to affect the fundamental terms and conditions of this Agreement. Home City and Plaintiffs expressly reserve all of their rights if the Agreement does not become effective or if it is rescinded by Home City or Plaintiffs pursuant to this paragraph 36.

**I. Cooperation**

37. Home City agrees to cooperate with Plaintiffs and Class Counsel in their prosecution of this Action regarding Packaged Ice against the non-settling Defendants and any other alleged co-conspirators as set forth below.

38. The parties shall agree upon, and execute, an appropriate confidentiality agreement governing the use of materials obtained as a result of Home City's cooperation under this Agreement.

39. Upon the Execution Date, Home City shall authorize the direct purchaser plaintiffs to share information (whether written or oral) made available to them pursuant to the cooperation provision in its settlement with the direct purchaser plaintiffs. After the Execution Date, Home City shall, within 20 days of a written request by Plaintiffs, provide a copy of all documents as that term is defined pursuant to Fed. R. Civ. P. 34 that Home City or its counsel have given to the direct purchaser plaintiffs and Home City will fully supplement such production contemporaneous with any future Home City delivery of documents to the direct purchaser plaintiffs.

40. To the extent it is not produced under the preceding paragraph and within 20 days of a written request by Plaintiffs or other reasonable period, Home City shall produce to Plaintiffs transactional data that is available in electronic format for Home City's sales of Packaged Ice in the United States and any data that is available in electronic format for Home City's costs for the manufacture and sale of Packaged Ice from January 1, 1996, to present (for clarity, such transactional data would not include emails). In connection with the production of such data, if necessary, Home City shall make available its information technology personnel, by telephone, at reasonable times and reasonable durations, to assist Plaintiffs in understanding and utilizing such data.

41. If within its control, Home City will produce appropriate witnesses at trial or deposition, and/or provide affidavits or declarations to authenticate and lay a business records foundation, to the extent possible, or other evidentiary basis for admissibility of Home City documents produced by Home City or anyone else during the course of the Action or pursuant to this Agreement. In the event that it becomes necessary for Plaintiffs to request this assistance, after the Effective Date, within three (3) weeks of a request from Class Counsel, Home City shall provide a written declaration pursuant to Federal Rule of Evidence 902(11)-(12) certifying, if true, that the requested documents are authentic documents from company files, and that the documents were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of these matters; were kept in the course of regularly conducted activity; and were made by the regularly conducted activity as a regular practice and are trustworthy as they have been relied upon by Home City.

42. Home City covenants to make reasonable efforts to cause up to three of its present officers or employees to be reasonably available for one interview each of not more than

7 hours, in the city in which they work, or reside, by Class Counsel, and require them to cooperate with Class Counsel.

43. Upon request of Plaintiffs, Home City shall request that any former employee, through correspondence at his/her last known address, meet with Class Counsel; that the former employee advise Home City whether he/she is willing to be interviewed and to inform Class Counsel of the former employee's response if one is received.

44. Home City, will upon the request of Plaintiffs, use its best, good faith efforts to make available for depositions and trial in the Action up to three of its present directors, officers and employees. The obligations under this paragraph shall also apply in connection with any proceedings in a court to which any of the consolidated actions are remanded.

45. Upon request of Plaintiffs, Home City promptly shall provide Class Counsel with all information within its possession, custody or control that will assist Class Counsel in serving a subpoena on any individual or entity in connection with the Action.

46. Plaintiffs may make written requests for documents to Home City. To the extent that such requests describe with particularity a discrete set of documents that are reasonably identifiable, and such documents are relevant to the Action, Home City promptly shall produce such documents unless, in good faith, compliance with such requests would be overly burdensome or violate any applicable privilege.

47. Before pursuing discovery or issuing trial subpoenas under the Federal Rules of Civil Procedure, Plaintiffs will provide Home City with 30 days to comply with the obligations set forth above. Home City reserves its right to oppose any such discovery request or trial subpoena.

**J. Taxes**

48. Class Counsel shall be solely responsible for filing all informational and other tax returns necessary to report any net taxable income earned by the Settlement Fund and shall file all informational and other tax returns necessary to report any income earned by the Settlement Fund and shall be solely responsible for taking out of the Settlement Fund, as and when legally required, any tax payments, including interest and penalties due on income earned by the Settlement Fund. All taxes (including any interest and penalties) due with respect to the income earned by the Settlement Fund shall be paid from the Settlement Fund. Home City shall have no responsibility to make any filings relating to the Settlement Fund and will have no responsibility to pay tax on any income earned by the Settlement Fund or to pay any taxes on the Settlement Fund unless the settlement is not consummated and the Settlement Fund is returned to Home City. In the event the settlement is not consummated, Home City shall be responsible for the payment of all taxes (including any interest or penalties), if any, on said income.

**K. Miscellaneous**

49. This Agreement does not settle or compromise any claim by Plaintiffs or any Settlement Class Member against any person or entity other than the Releasees. All rights of Plaintiffs and the Settlement Class Members against Defendants in the Action, co-conspirators and any other person or entity beyond or other than the Releasees are specifically reserved by Plaintiffs and the Settlement Class Members, who intend to pursue them. The sales of Packaged Ice by Home City shall remain in the case against the Defendants in the Action and any newly added defendant as a basis for damage claims and shall be part of any joint and several liability claims against current or future Defendants in the Action or other persons or entities other than the Releasees.

50. Each Settlement Class II Member waives California Civil Code Section 1542 and similar provisions in other states. Each Settlement Class II Member hereby certifies that he/she is aware of and have read and reviewed the following provision of California Civil Code Section 1542 (“Section 1542”): “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” The provisions of the release set forth above shall apply according to their terms, regardless of the provisions of Section 1542 or any equivalent, similar, or comparable present or future law or principle of law of any jurisdiction. Each Settlement Class II Member may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims that are the subject matter of this paragraph, but each Settlement Class II Member hereby expressly and fully, finally and forever waives and relinquishes, and forever settles and releases any and all rights and benefits existing under (i) Section 1542 or any equivalent, similar or comparable present or future law or principle of law of any jurisdiction and (ii) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above.

51. This Agreement constitutes the entire agreement among Plaintiffs and Home City pertaining to the settlement of the Action against Home City only and supersedes any and all prior and contemporaneous undertakings of Plaintiffs and Home City in connection therewith. No modification or amendment of this Agreement shall be effective unless and until it is in writing, executed by Plaintiffs and Home City and, thereafter, has been approved by the Court in accordance with proper procedures for obtaining Court approval.

52. Neither Plaintiffs nor Home City shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, the common law, or rule of interpretation that would or might cause any provision of this Agreement to be construed against the drafter. Each party agrees that this Agreement has been drawn by each of them in collaboration with the other.

53. Notice permitted or required under this Agreement shall be given to Class Counsel and Counsel for Home City at the addresses set forth below. Notice shall be deemed effective one day after sending it with an overnight courier or three days after mailing.

54. This Agreement may be executed in counterparts by Plaintiffs and Home City, all of which shall be deemed one original. A facsimile or pdf. signature shall be deemed an original signature for purposes of executing this Agreement.

55. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement.

Dated: March 7, 2012



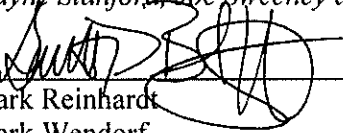
---

Matthew S. Wild  
WILD LAW GROUP PLLC  
121 Reynolda Village, Suite M  
Winston-Salem, NC 27106  
Telephone (914) 630-7500

Max Wild  
WILD LAW GROUP PLLC  
98 Distillery Road  
Warwick, NY 10990  
Telephone (914) 630-7500

John M. Perrin  
WILD LAW GROUP PLLC  
27735 Jefferson Avenue  
Saint Clair Shores, MI 48081  
Tel. (914) 630-7500

*Interim Lead and Liaison Counsel for the Indirect Purchaser Class and Attorneys for Plaintiffs Lawrence J. Acker, Brian W. Buttars, James Feeney, Lehoma Goode, Ainello Mancusi, Ron Miastkowski, Brandi Palombella, Patrick Simasko, Wayne Stanford, Joe Sweeney and Samuel Winnig*

  
\_\_\_\_\_

Mark Reinhardt

Mark Wendorf

Garrett D. Blanchfield

REINHARDT WENDORF & BLANCHFIELD

E-1250 First National Bank Bldg.

332 Minnesota St.

St. Paul, MN 55101

Tel. (651) 287-2100

*Attorneys for Plaintiff Beverly Herron*

\_\_\_\_\_  
Daniel E. Gustafson

Daniel C. Hedlund

Jason S. Kilene

GUSTAFSON GLUEK PLLC

650 Northstar East

608 Second Avenue South

Minneapolis, MN 55402

Tel. (612) 333-8844

*Attorneys for Plaintiffs Nathan Croom, Robert DeLoss, Ian Groves, and Karen Prentice*

\_\_\_\_\_  
Ryan Hodge

RAY HODGE & ASSOCIATES, L.L.C.

135 North Main

Wichita, KS 67202

Tel. (316) 269-1414

*Attorneys for Plaintiff John Spellmeyer*

*Interim Lead and Liaison Counsel for the Indirect Purchaser Class and Attorneys for Plaintiffs Lawrence J. Acker, Brian W. Buttars, James Feeney, Lehoma Goode, Ainello Mancusi, Ron Miastkowski, Brandi Palombella, Patrick Simasko, Wayne Stanford, Joe Sweeney and Samuel Winnig*

---

Mark Reinhardt  
Mark Wendorf  
Garrett D. Blanchfield  
REINHARDT WENDORF & BLANCHFIELD  
E-1250 First National Bank Bldg.  
332 Minnesota St.  
St. Paul, MN 55101  
Tel. (651) 287-2100

*Attorneys for Plaintiff Beverly Herron*



---

Daniel E. Gustafson  
Daniel C. Hedlund  
Jason S. Kilene  
GUSTAFSON GLUEK PLLC  
650 Northstar East  
608 Second Avenue South  
Minneapolis, MN 55402  
Tel. (612) 333-8844

*Attorneys for Plaintiffs Nathan Croom, Robert DeLoss, Ian Groves, and Karen Prentice*

---

Ryan Hodge  
RAY HODGE & ASSOCIATES, L.L.C.  
135 North Main  
Wichita, KS 67202  
Tel. (316) 269-1414

*Attorneys for Plaintiff John Spellmeyer*

*Interim Lead and Liaison Counsel for the Indirect Purchaser Class and Attorneys for Plaintiffs Lawrence J. Acker, Brian W. Buttars, James Feeney, Lehoma Goode, Ainello Mancusi, Ron Miastkowski, Brandi Palombella, Patrick Simasko, Wayne Stanford, Joe Sweeney and Samuel Winnig*

---

Mark Reinhardt  
Mark Wendorf  
Garrett D. Blanchfield  
REINHARDT WENDORF & BLANCHFIELD  
E-1250 First National Bank Bldg.  
332 Minnesota St.  
St. Paul, MN 55101  
Tel. (651) 287-2100

*Attorneys for Plaintiff Beverly Herron*

---

Daniel E. Gustafson  
Daniel C. Hedlund  
Jason S. Kilene  
GUSTAFSON GLUEK PLLC  
650 Northstar East  
608 Second Avenue South  
Minneapolis, MN 55402  
Tel. (612) 333-8844

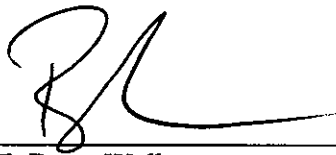
*Attorneys for Plaintiffs Nathan Croom, Robert DeLoss, Jan Groves, and Karen Prentice*



---

Ryan Hodge  
RAY/HODGE & ASSOCIATES, L.L.C.  
135 North Main  
Wichita, KS 67202  
Tel. (316) 269-1414

*Attorneys for Plaintiff John Spellmeyer*



---

T. Brent Walker  
CARTER WALKER, PLLC  
2171 West Main, Suite 200  
P.O. Box 628  
Cabot, AR 72023  
Tel: (501) 605-1346

*Attorneys for Plaintiffs Rich Aust, Brian Rogers and  
Wilton E. Spencer, Jr.*

Dated: March \_\_, 2012

---

Michael A. Roberts  
GRAYDON, HEAD & RITCHEY LLP  
1900 Fifth Third Center  
511 Walnut Street  
Cincinnati, OH 45202  
Telephone: (513) 621-6464

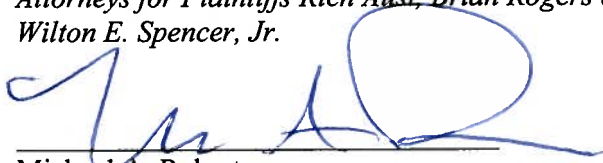
Sanford M. Litvack  
HOGAN LOVELLS  
875 Third Avenue  
New York, NY 10022  
Telephone: (212) 918-8271

*Attorneys for The Home City Ice Company*

---

T. Brent Walker  
CARTER WALKER, PLLC  
2171 West Main, Suite 200  
P.O. Box 628  
Cabot, AR 72023  
Tel: (501) 605-1346

*Attorneys for Plaintiffs Rich Aust, Brian Rogers and  
Wilton E. Spencer, Jr.*



---

Michael A. Roberts  
GRAYDON, HEAD & RITCHEY LLP  
1900 Fifth Third Center  
511 Walnut Street  
Cincinnati, OH 45202  
Telephone: (513) 621-6464

Sanford M. Litvack  
HOGAN LOVELLS  
875 Third Avenue  
New York, NY 10022  
Telephone: (212) 918-8271

*Attorneys for The Home City Ice Company*

Dated: March 7, 2012

## EXHIBIT A

1. *Acker, et al. v. The Home City Ice Co., et al.*, 08-cv-13071 (E.D. Mich.)
2. *Aust v. Reddy Ice Holdings, Inc.*, 2:11-cv-02325-STA (W.D. Tenn.)
3. *Croom v. Reddy Ice Holdings, Inc., et al.*, 8:12-cv-00007-FG3 (D. Neb.)
4. *DeLoss v. Reddy Ice Holdings, Inc., et al.*, 5:12-cv-04004-MWB (N.D. Iowa)
5. *Goode v. Reddy Ice Holdings, Inc., et al.*, 1:11-cv-01152 (M.D.N.C.)
6. *Herron v. Reddy Ice Holdings, Inc., et al.*, 0:12-cv-00029 (D. Minn.)
7. *Palombella, et anon. v. Reddy Ice Holdings, Inc., et al.*, 1:12-cv-10072 (D. Mass.)
8. *Prentice v. Reddy Ice Holdings, Inc., et al.*, 2:12-cv-00104 (D. Ariz.)
9. *Rogers v. Reddy Ice Holdings, Inc., et al.*, 4:11-cv-00372 (E.D. Ark.)
10. *Spencer v. Reddy Ice Holdings, Inc., et al.*, 3:11-cv-092 (N.D. Miss.)
11. *Spellmeyer v. Corbin, et al.*, 11-cv-01108 (D. Kan.)
12. *Winnig v. Reddy Ice Holdings, Inc., et al.*, 3:12-cv-00015 (N.D. Miss.)

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

IN RE PACKAGED ICE ANTITRUST  
LITIGATION

Case Number: 08-MD-01952  
Honorable Paul D. Borman

THIS DOCUMENT RELATES TO:  
INDIRECT PURCHASER ACTIONS

**RULE 54(b) ORDER & FINAL JUDGMENT  
RE: THE HOME CITY ICE COMPANY**

The Court, having considered Plaintiffs' Motion for Final Approval of Class Action Settlement with Defendant The Home City Ice Company ("Home City") and having held a duly-noticed final approval hearing on \_\_\_\_\_, 2012.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Court has jurisdiction over the subject matter of this litigation.
2. Terms used in this Order & Final Judgment are defined in the Settlement Agreement between the Plaintiffs and the Settlement Classes on the one hand and Home City on the other hand dated March \_\_, 2012, unless otherwise defined herein, have the same meanings as in the Settlement Agreement.
3. The Court finds that the settlement was attained following an investigation of the facts. It resulted from vigorous arm's-length negotiations, which were undertaken in good faith by counsel with significant experience litigating antitrust class actions.
4. The Court finds that due and adequate notice was provided pursuant to Rule 23 of the Federal Rules of Civil Procedure to all members of the Class II Settlement Class certified herein, notifying the Class II Settlement Class of, inter alia, the pendency of the above-captioned action and the proposed settlement with Home City. The notice provided was the best notice

practicable under the circumstances and included notice published in *Parade Magazine* in each of the Class II States, *USA Today* and on the Internet. Notice fully complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

5. The Court finds that notice of the settlement was properly provided to all persons entitled to receive such notice, including federal and state attorneys general, in full compliance with the Class Action Fairness Act.

6. The Court certifies the following Settlement Classes (the “Settlement Classes”):

**Class I:** All purchasers of Packaged Ice who purchased Packaged Ice in the United States indirectly from any of the Defendants or their 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.

**Class II:** All purchasers of Packaged Ice who purchased 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 Wyoming indirectly from any of the Defendants or their 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.

7. The Court finds that certification of the Settlement Classes is appropriate because:

- a. The Settlement Classes are so numerous that joinder of all members is impracticable, satisfying the requirement of Rule 23(a)(1);
- b. There are questions of law or fact common to the Settlement Classes, satisfying the requirement of Rule 23(a)(2);
- c. Lawrence J. Acker, Rich Aust, Brian W. Buttars, Nathan Croom, Robert DeLoss, James Feeney, Lehoma Goode, Ian Groves, Beverly Herron, Ainello Mancusi, Ron Miastkowski, Brandi Palombella, Karen Prentice, Brian Rogers, Patrick Simasko, John Spellmeyer, Wilton E. Spencer, Jr.,

Wayne Stanford, Joe Sweeney and Samuel Winnig (“Plaintiffs”) are appointed class representatives for the Settlement Classes. Plaintiffs’ claims are typical of the claims of the Settlement Classes, satisfying the requirement of Rule 23(a)(3);

- d. Plaintiffs fairly and adequately protected the interests of the Settlement Classes, satisfying the requirements of Rule 23(a)(4);
- e. Home City has acted on grounds that apply generally to members of Settlement Class I, so that final injunctive relief is appropriate respecting the Settlement Class I as a whole, satisfying Rule 23(b)(2); and
- e. questions of law or fact common to the members of the Settlement Class II predominate over questions affecting only individual members and a class action is superior to other methods available for the fair and efficient adjudication of the controversy between the members of Settlement Class II and Home City, satisfying the requirements of Rule 23(b)(3).

8. The Court’s certification of the Settlement Classes as provided herein is without prejudice to, or waiver of, the rights of any Defendant other than Home City to contest certification of any other class proposed by Plaintiffs. The Court’s findings in this Order and Final Judgment shall have no affect on the Court’s ruling on any motion to certify any class in this litigation and no party may cite or refer to the Court’s approval of the settlement as persuasive or binding authority with respect to any motion to certify such class.

9. The Court finds that the persons and entities identified on the schedule attached hereto as Exhibit “A,” and no others, have timely requested to be excluded from Settlement Class II and accordingly are not included in or bound by the release in ¶ 13 below.

10. The Court finds that the Settlement Agreement is fair, reasonable and adequate to the Settlement Classes, and the settlement with Home City is hereby approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

11. All Released Claims of Plaintiffs and the Settlement Classes that were asserted against Home City in *In re Packaged Ice Antitrust Litig.*, MDL No. 1952 are dismissed with prejudice (except that the dismissal is without prejudice to claims for damages or monetary relief

as to Settlement Class I Members or Settlement Class II Members for purchases of Packaged Ice in states other than the Class II States), and, except as provided for in the Settlement Agreement, without costs.

12. Upon the occurrence of the Effective Date, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, and causes of action for injunctive or equitable relief including costs, expenses, and attorneys' fees, whether class, individual, or otherwise in nature, that Class I Releasers, or any one of them, ever had, now has, or hereafter can, shall, or may have directly, representatively, derivatively or in any other capacity against the Releasees or any of them, whether known or unknown, suspected or unsuspected, in law or equity, on account of or arising out of or resulting from the purchase of Packaged Ice during the Class Period, or from conduct that occurred prior to the Effective Date of this Agreement concerning the sale of Packaged Ice (including any allegations of collusion among Defendants and/or any other manufacturers of Packaged Ice), whether they arise under any federal or state law, including but not limited to any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, unjust enrichment or civil conspiracy law including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 et seq. (the "Class I Released Claims"), subject to the limitations provided in the next two sentences. First, nothing in this paragraph shall release any claim made by a Class I Releaser arising from a direct purchase of Packaged Ice from a Defendant or for any product defect or similar claim (including, but not limited to, claims for property damage or personal injury). Second, nothing in this paragraph shall release any claim made by a Class I Releaser for damages or monetary relief arising from the purchase of Packaged Ice indirectly in a state other than a Class II State.

13. Upon the occurrence of the Effective Date, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, and causes of action, damages, liabilities of any nature, including costs, expenses, penalties, and attorneys' fees, whether class, individual, or otherwise in nature, that Class II Releasers, or any one of them, ever had, now has, or hereafter can, shall, or may have directly, representatively, derivatively or in any other capacity against the Releasees or any of them, whether known or unknown, suspected or unsuspected, in law or equity, on account of or arising out of or resulting from the purchase of Packaged Ice in the Class II States during the Class Period, or from conduct that occurred prior to the Effective Date of this Agreement concerning the sale of Packaged Ice in the Class II States (including any allegations of collusion among Defendants and/or any other manufacturers of Packaged Ice), whether they arise under any federal or state law, including but not limited to any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, unjust enrichment or civil conspiracy law, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 et seq. (the "Class II Released Claims"), or any other law; provided, however, that nothing in this paragraph shall release any claims for damages or monetary relief for purchases in states other than the Class II States, any claims made by direct purchasers of Packaged Ice as to their direct purchases, or any product defect or similar claim (including, but not limited to, claims for property damage or personal injury).

14. Each member of the Settlement Classes shall not, after the Effective Date of the Settlement Agreement, seek to institute, maintain, prosecute or continue to maintain or prosecute any suit or action, or collect from, or proceed against, the Releasees, based on the Released Claims.

15. Except as provided in the Settlement Agreement, Home City shall have no obligation for attorneys' fees, costs or expenses, including, but not limited to, expenses of administering and distributing the Settlement Fund, which expenses are to be paid out of the Settlement Fund subject to further order of this Court.

16. This Order and Final Judgment does not settle or compromise any claims by Plaintiffs or the Settlement Classes against any other Defendant or person or entity other than the Releasees, and all rights against any other Defendant or other person or entity are specifically reserved. The sales of Packaged Ice to members of the Settlement Classes by Home City shall remain in this action against the non-settling Defendants as a basis for damage claims and shall be part of any joint and several liability claims against any non-settling Defendant or other person or entity other than the Releasees.

17. Nothing in this Order and Final Judgment or the Settlement Agreement and no aspect of the settlement or negotiation thereof is or shall be deemed or construed to be an admission or concession of any violation of any statute or law or of any liability or wrongdoing by Home City or of the truth of any of the claims or allegations in any of the complaints in the Action or any other pleading, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, other than to enforce the terms of this Order and Final Judgment or the Settlement Agreement.

18. The Court further finds that the escrow account described in the Settlement Agreement is a qualified settlement fund ("QSF") pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder.

19. Without affecting the finality of the Final Judgment in any way, this Court hereby retains continuing jurisdiction for the purposes of, inter alia, implementing and enforcing the

Settlement Agreement (including any issue that may arise in connection with the formation and/or administration of the QSF), and entering orders regarding the disbursement of the Settlement Fund.

20. The Court expressly finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay, and expressly directs the entry of Final Judgment as to Home City.

SO ORDERED.

---

PAUL D. BORMAN  
UNITED STATES DISTRICT JUDGE

DATED: \_\_\_\_\_