

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE DEL MONTE FOODS COMPANY
SHAREHOLDER LITIGATION

Consolidated C.A. No. 6027-VCL

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

TO: ANY AND ALL PERSONS OR ENTITIES WHO WERE RECORD HOLDERS OR BENEFICIAL OWNERS OF DEL MONTE COMMON STOCK AT ANY TIME BETWEEN AND INCLUDING NOVEMBER 25, 2010 AND MARCH 8, 2011 (REGARDLESS OF THE DATE OF PURCHASE OF DEL MONTE COMMON STOCK), AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, EXCEPT FOR THOSE PERSONS AND ENTITIES EXCLUDED FROM THE SETTLEMENT CLASS DEFINED BELOW.

PLEASE READ ALL OF THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT DESCRIBED BELOW, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT OR PURSUING THE RELEASED PLAINTIFFS' CLAIMS (AS DEFINED HEREIN) AGAINST THE RELEASED DEFENDANT PARTIES (AS DEFINED HEREIN).

IF YOU HELD DEL MONTE COMMON STOCK FOR THE BENEFIT OF OTHERS, READ THE SECTION BELOW ENTITLED "INSTRUCTIONS TO BROKERS AND OTHERS WHO HELD FOR THE BENEFIT OF OTHERS."

I. PURPOSE OF NOTICE

The purpose of this Notice¹ is to inform you of the proposed settlement (the "Settlement") of the above-captioned lawsuit (the "Action") pending in the Court of Chancery of the State of Delaware (the "Court"). Pursuant to the Settlement, NECA-IBEW Pension Fund (The Decatur Plan) ("Lead Plaintiff"), on its own behalf and on behalf of all members of the settlement class (as further defined below, the "Settlement Class"), has agreed to dismiss with prejudice its claims against Del Monte Corporation, Richard G. Wolford ("Wolford"), Victor L. Lund ("Lund"), Joe L. Morgan ("Morgan"), David R. Williams ("Williams"), Timothy G. Bruer ("Bruer"), Mary R. Henderson ("Henderson"), Sharon L. McCollam ("McCollam"), Samuel H. Armacost ("Armacost"), Terence D. Martin ("Martin") (together with Wolford, Lund, Morgan, Williams, Bruer, Henderson, McCollam, and Armacost, the "Director Defendants"), Barclays Capital Inc. ("Barclays"), Blue Acquisition Group, Inc., Kohlberg Kravis Roberts & Co. L.P. ("KKR"), Vestar Capital Partners ("Vestar"), Centerview Capital, L.P. (named in the Action as Centerview Partners ("Centerview"), and Blue Merger Sub Inc. (collectively, the "Defendants"), which relate to the sale of Del Monte Foods Company ("Del Monte") to private equity funds affiliated with KKR, Vestar, and Centerview (collectively, the "Sponsors") for \$19.00 per share in cash. In consideration of the Settlement, Defendants have agreed to cause the sum of \$89,400,000 to be paid for the benefit of the Settlement Class (as defined below).

This Notice also informs you of the Court's preliminary certification of the Settlement Class (as defined below) for purposes of the Settlement and notifies you of your right to participate in a hearing to be held on December 1, 2011, at 11:00 a.m. before the Court in the New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801 (the "Settlement Hearing") to determine whether the Court should approve the Settlement as fair, reasonable, and adequate and in the best interests of the Settlement Class and whether Lead Plaintiff and the law firms of Grant & Eisenhofer P.A. and Robbins Geller Rudman & Dowd LLP (together, "Co-Lead Counsel") have adequately represented the interests of the Settlement Class in the Action and to consider other matters, including a request by Co-Lead Counsel for an award of attorneys' fees and reimbursement of expenses incurred in connection with the prosecution of the Action.

The parties have agreed for purposes of this Settlement only that the Action shall be preliminarily maintained as a non-opt-out class action under Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) by Lead Plaintiff as Settlement Class representative on behalf of a Settlement Class consisting of:

Any and all Del Monte stockholders who were record holders or beneficial owners of Del Monte common stock at any time between and including November 25, 2010 and the Closing (regardless of the date of purchase of Del Monte stock), and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, but excluding Defendants; the Immediate Family members of the Defendants Wolford, Lund, Morgan, Williams, Bruer, Henderson, McCollam, Armacost, or Martin; the parents, subsidiaries and affiliates of the Sponsors, Barclays, and Del Monte, and each of their current or former directors, executive officers, partners and members; any person, firm, trust, corporation or other entity in which any Defendant has, or had during the Settlement Class Period, a controlling interest; and the legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest and assigns of any such excluded party.

At the Settlement Hearing, among other things, the Court will consider whether the Settlement Class should be finally certified under Court of Chancery Rule 23 and whether Lead Plaintiff and Co-Lead Counsel have adequately represented the Settlement Class.

¹ Capitalized terms not otherwise defined in this document shall have the meaning provided in the Stipulation and Agreement of Compromise and Settlement.

This Notice describes the rights you may have under the Settlement and what steps you may, but are not required to, take in relation to the Settlement.

If the Court approves the Settlement, the parties to the Action (the “Parties”) will ask the Court at the Settlement Hearing to enter an order dismissing all claims asserted in the Action with prejudice on the merits.

If you are a member of the Settlement Class (“Class Member”), you will be bound by any judgment entered in the Action whether or not you actually receive this Notice. You may not opt out of the Settlement Class.

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

II. BACKGROUND OF THE ACTION

- A. On November 25, 2010, the Sponsors and Del Monte issued a joint press release announcing that the Sponsors and Del Monte entered into an agreement and plan of merger (the “Merger Agreement”) whereby the Sponsors would acquire Del Monte for \$19.00 per share in cash.
- B. From November 2010 to January 10, 2011, Barclays conducted a 45-day go-shop process on behalf of Del Monte (the “First Go-Shop”), during which Barclays contacted 53 potential acquirers regarding their interest in submitting a bid for Del Monte. None submitted a bid.
- C. Between November 30, 2010, and December 21, 2010, seven putative class actions, including an action filed by Lead Plaintiff, captioned *NECA-IBEW Pension Fund (The Decatur Plan) v. Del Monte Foods Company*, C.A. No. 6068-VCL, were commenced in the Court on behalf of shareholders of Del Monte, challenging the Merger (as defined herein) as a product of alleged breaches of fiduciary duties by the Del Monte Board.
- D. Between December 1, 2010, and December 10, 2010, six putative class action complaints were filed in California Superior Court, County of San Francisco, on behalf of shareholders of Del Monte. These cases were captioned *Rieth v. Del Monte Foods Company, et al.* (CGC-10-505723), *Germanos v. Del Monte Foods Company, et al.* (CGC-10-505725), *Nadoff v. Richard G. Wolford, et al.* (CGC-10-505737), *Kaiman v. Del Monte Foods Company, et al.* (CGC-10-505726), *Franklin, et al. v. Richard G. Wolford et al.* (No. CGC-10-506066) and *Sinor v. Richard G. Wolford, et al.* (CGC-10-505735) (collectively, the “California State Actions”). Each of the California State Actions except for *Franklin, et al. v. Richard G. Wolford et al.* (No. CGC-10-506066) has been voluntarily dismissed. *Franklin, et al. v. Richard G. Wolford et al.* (No. CGC-10-506066) was stayed pending resolution of *In re Del Monte Foods Company Shareholder Litigation* (Consolidated C.A. No. 6027-VCL) on February 28, 2011.
- E. Between December 20, 2010, and January 21, 2011, two putative stockholder class action complaints were filed in the United States District Court for the Northern District of California. The complaints alleged federal securities violations (under Rule 14a-9 of the Securities Exchange Act of 1934 and, in the case of the latter-filed complaint, under Section 20(a) of the Securities Exchange Act of 1934) and also asserted common law claims. These cases were captioned *Heintz, et al. v. Richard G. Wolford, et al.* (No. CV-10-5789) and *Dallas Faulkner, et al. v. Richard G. Wolford, et al.* (No. CV-11-0326). On June 1, 2011, both cases were consolidated under the caption *In re Del Monte Foods Company Shareholder Litigation* (No. CV-5789), which was voluntarily dismissed on June 6, 2011 (together with the *Heintz* and *Faulkner* cases, the “California Federal Actions”).
- F. On December 15, 2010, Del Monte filed a Schedule 14A Preliminary Proxy Statement (the “Preliminary Proxy Statement”) with the United States Securities and Exchange Commission (the SEC) regarding the Merger.
- G. On December 28, 2010, Lead Plaintiff filed a Motion for Consolidation, Appointment of NECA-IBEW Pension Fund as Lead Plaintiff and for Appointment of New Lead Counsel, which sought the consolidation of the previously filed putative class actions into the above-captioned action styled *In re Del Monte Foods Company Shareholder Litigation*, Consolidated C.A. No. 6027-VCL, the appointment of NECA-IBEW as Lead Plaintiff, and the appointment of Grant & Eisenhofer P.A. and Robbins Geller Rudman & Dowd LLP as Co-Lead Counsel (the “Consolidation Motion”).
- H. By Order dated December 31, 2010, the Court granted Lead Plaintiff’s Consolidation Motion.
- I. On January 10, 2011, Lead Plaintiff filed its Consolidated Verified Class Action Complaint (the “Complaint”) alleging that the Director Defendants, aided and abetted by KKR, Vestar, and Centerview, breached their fiduciary duties by, *inter alia*, voting to approve the Merger and by making false and misleading statements and omissions in the Preliminary Proxy Statement.
- J. Also on January 10, 2011, the Court entered a scheduling order expediting discovery in this Action. Pursuant to the Court’s order, Lead Plaintiff was required to complete all fact discovery pertaining to Lead Plaintiff’s motion to preliminarily enjoin the stockholder vote by January 28, 2011, file its motion for a preliminary injunction on February 2, 2011, and prepare for a hearing on its preliminary injunction motion to be held on February 11, 2011.

- K. Thereafter, discovery ensued in earnest. During the month of January 2011, Co-Lead Counsel represents that it devoted substantial resources to obtain and review approximately 250,000 pages of documents produced by Defendants and third parties, including Barclays. Co-Lead Counsel also took seven depositions, including one member of the Del Monte Board and one member of Del Monte senior management, two representatives of Barclays, one representative of Perella Weinberg Partners LP (“Perella”), and one representative of KKR and Vestar, respectively.
- L. On January 12, 2011, Del Monte issued its definitive proxy statement in connection with the Merger (the “Proxy”). The Proxy provided for a special meeting of Del Monte shareholders to vote on the Merger to be held on February 15, 2011.
- M. On February 2, 2011, Lead Plaintiff filed its motion for a preliminary injunction seeking, *inter alia*, to enjoin the shareholder vote scheduled for February 15, 2011.
- N. On February 4, 2011, Del Monte issued a supplement to the Proxy (the “Supplemental Proxy”), which stated that it contained additional disclosures, including facts learned by Del Monte as a result of discovery in this Action concerning, *inter alia*, the Del Monte Board’s decisions to allow Vestar to participate in a joint bid with KKR and Centerview and to permit Barclays to participate in the financing in connection with the Merger.
- O. On February 11, 2011, the Court conducted a hearing on Lead Plaintiff’s motion for a preliminary injunction.
- P. On February 14, 2011, the Court granted in part Lead Plaintiff’s motion for a preliminary injunction, enjoining the shareholder vote in connection with the Merger for a period of 20 days and further enjoining the enforcement of certain specified deal protection devices contained in the Merger Agreement during that 20-day period. The injunction was conditioned on Lead Plaintiff’s posting a bond in the amount of \$1.2 million, which amount was posted by Co-Lead Counsel.
- Q. On February 17, 2011, the Del Monte Board reviewed the Court’s decision to preliminarily enjoin the shareholder vote and voluntarily engaged Perella to conduct a second go-shop process (the “Second Go-Shop”).
- R. On February 18, 2011, Lead Plaintiff filed the Amended Consolidated Verified Class Action Complaint (the “Amended Complaint”), which incorporated additional factual allegations, which Lead Plaintiff represents were derived from discovery and from the Supplemental Proxy. The Amended Complaint added Barclays as a Defendant and asserted claims against Barclays for aiding and abetting the Director Defendants’ breaches of fiduciary duty and for tortious interference with certain confidentiality agreements between the Sponsors and Del Monte.
- S. Immediately thereafter, Lead Plaintiff continued to pursue discovery. Co-Lead Counsel represents that it reviewed over 650,000 additional pages of documents produced by Defendants subsequent to the filing of the Amended Complaint. Defendants also responded to interrogatories and requests for admission propounded by Lead Plaintiff.
- T. On March 3, 2011, Del Monte announced that Perella had completed the Second Go-Shop and that, after contacting 70 potentially interested parties, no alternative bidder had emerged.
- U. On March 7, 2011, a putative class action alleging violations of state and federal antitrust laws was filed on behalf of Del Monte shareholders in United States District Court for the Northern District of California, captioned *Pipe Fitters Local Union No. 120 Pension Fund v. Barclays Capital Inc., et al.*, No. 4: 11-cv-01064-CW (the “Antitrust Action”). Plaintiffs in the Antitrust Action subsequently filed an amended complaint. On August 30, 2011, the judge in the Antitrust Action dismissed the amended complaint without prejudice and with leave to file another amended complaint.
- V. On March 7, 2011, the special meeting of Del Monte shareholders was reconvened, and 75.15% of the company’s shareholders approved the proposal to adopt the Merger Agreement.
- W. On March 8, 2011, Del Monte completed its merger with Blue Merger Sub Inc., a direct subsidiary of Blue Acquisition Group, Inc., pursuant to the terms of the Merger Agreement, with Del Monte being the surviving corporation. As a result, Del Monte became a wholly owned subsidiary of Blue Acquisition Group, Inc., an entity indirectly controlled by affiliates of KKR, Centerview, and Vestar, and the interests of Del Monte shareholders were converted into the right to receive the specified merger consideration.
- X. On April 26, 2011, Del Monte Foods Company merged with and into Del Monte Corporation, with Del Monte Corporation as the surviving entity. On July 27, 2011, Del Monte Corporation, as successor-in-interest to Del Monte Foods Company, was added as a party defendant pursuant to Delaware Court of Chancery Rule 21.
- Y. Between March 25, 2011, and June 7, 2011, Lead Plaintiff briefed and argued a motion for an interim award of attorneys’ fees and expenses, seeking a \$12 million interim fee award to be paid by Del Monte or its successor-in-interest, Del Monte Corporation. The motion was granted, in part. By order dated July 27, 2011, the Court granted an award of \$2.75 million in fees to be paid to Co-Lead Counsel by Del Monte Corporation, as successor-in-interest to Del Monte, on behalf of itself and the Director Defendants, in consideration for Co-Lead Counsel’s role in obtaining the supplemental disclosures in the Supplemental Proxy. The Court denied, without prejudice, the remaining portion of the motion, which sought an award of fees to be paid by Del Monte in respect of Co-Lead Counsel’s role in obtaining injunctive relief delaying the shareholder vote on the Merger and temporarily enjoining enforcement of certain deal protections.
- Z. Between May 31, 2011, and September 9, 2011, while discovery was ongoing, the Parties engaged in extensive, arm’s-length negotiations, including participation in several mediation sessions, in an attempt to resolve the Action.

- AA. On September 9, 2011, the Parties reached an agreement-in-principle to fully and finally settle the Action, which is memorialized in the Stipulation and Agreement of Compromise and Settlement (the “Stipulation”).
- BB. The Stipulation is intended fully, finally, and forever to resolve, discharge, and settle the Released Plaintiffs’ Claims (as defined herein) and the Released Defendants’ Claims (as defined herein) with prejudice. It is the intention of the Parties that the Settlement will release all claims that were alleged or could have been alleged in the Action, the California State Actions (as defined above), California Federal Actions (as defined above), and the Antitrust Action (as defined above).
- CC. The entry by Lead Plaintiff and Defendants into the Stipulation is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses asserted in the Action.
- DD. Co-Lead Counsel have conducted an investigation and pursued discovery relating to the claims and the underlying events and transactions alleged in the Action. Co-Lead Counsel have analyzed the evidence adduced during their investigation and through discovery and have researched the applicable law with respect to Lead Plaintiff and the Settlement Class. In negotiating and evaluating the terms of the Stipulation, Co-Lead Counsel considered the significant legal and factual defenses to Lead Plaintiff’s claims. Co-Lead Counsel have received sufficient information to evaluate the merits of this proposed Settlement. Based upon their evaluation, Co-Lead Counsel have determined that the Settlement set forth in the Stipulation is fair, reasonable, and adequate and in the best interests of all Class Members and that it confers substantial benefits upon the Class Members.
- EE. Defendants deny any and all allegations of wrongdoing, fault, liability, or damage whatsoever; deny that they engaged in, committed, or aided or abetted the commission of any breach of duty, wrongdoing, or violation of law; deny that Lead Plaintiff or any of the other Class Members suffered any damage whatsoever; deny that they acted improperly in any way; believe that they acted properly at all times; maintain that they complied with their fiduciary duties; maintain that they have complied with federal and state laws; and maintain that they have committed no disclosure violations or any other breach of duty or wrongdoing whatsoever in connection with the Merger. Specifically, Barclays and the Director Defendants deny that they acted contrary to the best interests of Del Monte and its stockholders, and Defendants further believe that the sale process leading up to the Merger achieved the best price reasonably available for Del Monte stockholders.
- FF. Defendants enter into the Stipulation solely to eliminate the uncertainties, burden, and expense of further litigation. Nothing in the Stipulation shall be construed as any admission by any of the Defendants of wrongdoing, fault, liability, or damages whatsoever. Nothing in the Stipulation shall be construed as an allocation of fault or liability between or among the Defendants.

III. THE BENEFITS OF THE SETTLEMENT

In consideration of the Settlement, Defendants have agreed to cause the sum of \$89,400,000 (the “Settlement Amount”) to be paid for the benefit of the Settlement Class. Del Monte shall fund sixty five million seven hundred thousand dollars (\$65,700,000) of the Settlement Amount in cash, which shall include the payment by Del Monte of certain amounts previously withheld at Closing, and Barclays shall fund twenty three million seven hundred thousand dollars (\$23,700,000) of the Settlement Amount in cash. The Settlement Amount, less any Fee and Expense Award approved by the Court and Administrative Costs (the “Net Settlement Amount”), will be distributed as follows, as set forth in Section B.2, Settlement Consideration, of the Stipulation:

(a) Settlement Payment

- (i) Within five (5) business days after entry of the Scheduling Order, \$400,000 of the Settlement Amount shall be deposited into the Account, provided that Co-Lead Counsel has timely provided complete wire transfer information and instructions (the “Administration Fund”). The Administration Fund shall be used by Co-Lead Counsel or its designees only to pay Administrative Costs and distribute the Net Settlement Amount to Settlement Payment Recipients.
- (ii) Within (a) five (5) business days after entry of the Judgment or (b) fifteen (15) business days after entry of the Alternative Judgment (in the event that none of the Parties hereto elects to terminate the Stipulation as provided in Section I of the Stipulation), the remaining Settlement Amount shall be deposited (net of the \$400,000 Administration Fund advancement provided for in subsection (i), above) into the Account, provided that Co-Lead Counsel has timely provided complete wire transfer information and instructions. The Account (the “Settlement Fund”) shall be administered by a paying agent chosen by Co-Lead Counsel (the “Paying Agent”) and shall be used (i) to pay any Fee and Expense Award, (ii) Administrative Costs, and (iii) following the payment of (i) and (ii) herein, for subsequent disbursement of the Net Settlement Amount to the Settlement Payment Recipients as provided in Paragraph 2(b) of the Stipulation.
- (iii) Apart from the payment of the Settlement Amount in accordance with this Section (a), Defendants shall have no further monetary obligation to Lead Plaintiff or the Class Members or Co-Lead Counsel under this Settlement.

(b) **Distribution of the Settlement Fund**

Upon the Effective Date, the Net Settlement Amount will be disbursed by the Paying Agent to the Settlement Payment Recipients and will be allocated on a per-share basis among the Settlement Payment Recipients who have returned a valid Proof of Claim, attached hereto, based on the number of shares of Del Monte common stock, held by the applicable Settlement Payment Recipient upon the Closing (provided that if a Settlement Payment Recipient held shares of Del Monte common stock in registered form and has not submitted a letter of transmittal as of the Effective Date, such payment shall be allocated to such Settlement Payment Recipient but will not be remitted until such Settlement Payment Recipient has submitted its letter of transmittal and its share certificates for exchange) (the "Initial Distribution"). Defendants shall have no input, responsibility, or liability for any claims, payments, or determinations by the Paying Agent in respect of Class Member claims for payment under this Settlement. If, after Lead Plaintiff and/or the Paying Agent have made reasonable efforts to have Settlement Payment Recipients claim their payments, the amount of the Net Settlement Amount that remains unclaimed by the Settlement Payment Recipients (the "Unclaimed Amount") exceeds \$500,000 after a period of six (6) months after the Initial Distribution, then the Unclaimed Amount will be redispersed by the Paying Agent for payment to all Settlement Payment Recipients, who claimed their payments in the Initial Distribution, on a *pro rata* basis. If, however, after a period of six (6) months after the Initial Distribution, the amount of the Unclaimed Amount is equal to or less than \$500,000, or if any of the Unclaimed Amount remains unclaimed after the redispersion described in the preceding sentence, then any such unclaimed amount of the Net Settlement Amount shall be donated to the Delaware Combined Campaign for Justice as a charitable donation.

(c) **Proof of Claim**

Any Settlement Payment Recipient who wishes to participate in the distribution of the Net Settlement Amount shall submit to the Paying Agent a completed Proof of Claim in the form attached hereto no later than February 1, 2012. Any Proof of Claim submitted to the Paying Agent after such date may be rejected as untimely.

(d) **Costs of Distribution and Reservation of Rights**

Lead Plaintiff or its designee shall pay out of the Account any and all costs associated with the allocation and distribution of the Net Settlement Amount (including the costs of any redistribution of the Net Settlement Amount and the costs associated with any charitable donation). The Settlement Amount and the costs associated with allocating and distributing the Settlement Amount shall be paid without waiver of any right of Del Monte Corporation and/or the Director Defendants to pursue claims against their insurance carriers for this sum.

As set forth in the Stipulation:

1. "**Settlement Payment Recipients**" means all Settlement Class Members who were shareholders of record of Del Monte common stock at the Closing, who received consideration in the Merger upon exchange of Del Monte common stock, and who submitted a valid Proof of Claim to the Paying Agent.
2. "**Settlement Class Member**" or "**Class Member**" means a member of the Settlement Class (defined above).

IV. RELEASES

The Stipulation provides that upon the Effective Date (defined below), Lead Plaintiff and all Class Members, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, successors, predecessors-in-interest, successors-in-interest and assigns, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, shall thereupon fully, finally, and forever, release, settle, and discharge the Released Defendant Parties (defined below) from and with respect to every one of the Released Plaintiffs' Claims (defined below) and shall thereupon be forever barred and enjoined from commencing, instituting, or prosecuting any Released Plaintiffs' Claims against any of the Released Defendant Parties.

As set forth in the Stipulation:

1. "**Effective Date**" means the first business day following the date the Judgment (defined below) or Alternative Judgment (defined below) becomes Final (defined below).
2. "**Judgment**" means the Order and Final Judgment to be entered in the Action in all material respects in the form attached as Exhibit D to the Stipulation.
3. "**Final**," when referring to the Judgment, means entry of the Judgment, the expiration of any time for appeal or review of the Judgment, or, if any appeal is filed and not dismissed or withdrawn, after the Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or other review, and the time for any petition for reargument, appeal or review of the Judgment or any order affirming the Judgment has expired; or, in the event that the Court enters a judgment in a form other than the form attached hereto as Exhibit D ("Alternative Judgment") and none of the Parties hereto elects to terminate the Stipulation as provided in Section I of the Stipulation, the expiration of any time for appeal or review of the Alternative Judgment, or if an appeal is filed and not dismissed or withdrawn, after the Alternative Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or other review, and the time for any petition for reargument, appeal or review of the Alternative Judgment or any order affirming the Alternative Judgment has expired; provided, however, that any disputes or appeals relating solely to the amount, payment or allocation of attorneys' fees and expenses shall have no effect on finality for purposes of determining the date on which the Judgment or an Alternative Judgment becomes Final and shall not otherwise prevent, limit or otherwise affect the Judgment or an Alternative Judgment or prevent, limit, delay or hinder entry of the Judgment or an Alternative Judgment.

4. **“Released Defendant Parties”** means (i) any and all of the Defendants, each Director Defendant’s Immediate Family members, and each Defendant’s past or present, direct or indirect, affiliates, associates, members, partners, partnerships, investment funds, subsidiaries, parents, predecessors, and successors (collectively “Affiliates”); (ii) all associates, members, partners, officers, directors, employees, agents, advisors, financial or investment advisors, Financing Sources, and attorneys (including Defendants’ Counsel) of each Defendant and their respective Affiliates; (iii) any and all persons, firms, trusts, corporations, officers, directors or other individuals or entities in which any of the Defendants or their respective Affiliates has a financial interest; and (iv) the legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest and assigns of any of the foregoing.
5. **“Immediate Family”** means an individual’s spouse, parents, siblings, children, grandparents, grandchildren; the spouses of his or her parents, siblings and children; and the parents and siblings of his or her spouse, and includes step and adoptive relationships. In this paragraph, “spouse” shall mean a husband, a wife, or a partner in a state-recognized domestic partnership or civil union.
6. **“Defendants’ Counsel”** means the law firms of Simpson Thacher & Bartlett LLP; Gibson, Dunn & Crutcher LLP; Covington & Burling LLP; Sullivan & Cromwell LLP; Seitz Ross Aronstam & Moritz LLP; Richards, Layton & Finger, P.A.; Morris Nichols Arsht & Tunnell LLP; and Potter Anderson & Corroon LLP.
7. **“Claims”** mean any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, diminutions in value, costs, debts, expenses, interest, penalties, fines, sanctions, fees, attorneys’ fees, expert or consulting fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, which now exist, or heretofore or previously existed, or may hereafter exist, including known claims and Unknown Claims, whether direct, derivative, individual, class, representative, legal, equitable or of any other type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule (including but not limited to any claims under federal or state securities law, federal or state antitrust law, or under state disclosure law or any claims that could be asserted derivatively on behalf of Del Monte).
8. **“Released Plaintiffs’ Claims”** means any and all Claims which are based upon, arise out of, result from, relate to, or involve or previously were based upon, arose out of, resulted from, related to or involved, directly or indirectly, any of the actual, alleged or attempted actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that (i) were alleged, asserted, set forth, or claimed in the Action or the Complaint or Amended Complaint against the Released Defendant Parties; (ii) are related to the subject matter of the claims that were alleged, asserted, set forth, or claimed in the Action or the Complaint or Amended Complaint against the Released Defendant Parties; or (iii) could have been alleged, asserted, set forth or claimed in the Action, in the Complaint, in the Amended Complaint or in any other action, court (whether state or federal), tribunal, forum or proceeding by Lead Plaintiff or any or all of the other Class Members, including, but not limited to, claims under any and all federal or state securities laws or federal or state antitrust laws (including those within the exclusive jurisdiction of the federal courts) and which arise out of or relate to the Class Members’ Del Monte stockholdings or the Class Members’ status as Del Monte stockholders during the Settlement Class Period, including, but not limited to, any and all Claims which are based upon, arise out of, result from, relate in any way to, or involve, directly or indirectly, (a) the Merger or any element, term, condition or circumstance of the Merger or the sale process leading up to the Merger, (b) any actions, deliberations, negotiations, discussions, offers, inquiries, solicitations of interest, indications of interest, bids, due diligence or any act or omission in connection with the review of strategic alternatives available to Del Monte or the Merger, including the process of deliberation or negotiation by the Sponsors, Barclays, Del Monte, the Director Defendants, and any of their respective officers, directors or advisors, (c) any act, omission, advice or services provided by Barclays or its representatives in connection with or related to the Merger, (d) the consideration received by Class Members or the financing provided in connection with the Merger, (e) the Preliminary Proxy and any amendments thereto, the Proxy and any amendments thereto, the Supplemental Proxy or any other disclosures, SEC filings, public filings, periodic reports, press releases, proxy statements or other statements issued, made available, or filed or otherwise disclosed or communicated relating, directly or indirectly, to the Merger, (f) the March 7, 2011 vote of Del Monte stockholders approving the Merger, (g) proxy solicitation efforts in connection with the March 7, 2011 vote of the Del Monte stockholders on the Merger, (h) the First or Second Go-Shop, (i) any fiduciary obligations in connection with the Merger of the Released Defendant Parties, (j) actions or investments with respect to (including but not limited to, purchases, repurchases, sales, exercises of rights with respect to and decisions to hold) securities issued by Del Monte or its affiliates, (k) the setting of the record date for the Merger and the mailing of the Proxy, or (l) the fees, expenses or costs incurred in prosecuting, defending, or settling the Action, except to the extent of any Fee and Expense Award paid from the Settlement Fund pursuant to Section G of the Stipulation; *provided, however*, that the Released Plaintiffs’ Claims shall not include (1) the right to enforce the Stipulation; or (2) any claims solely for statutory appraisal with respect to the Merger pursuant to Section 262 of the Delaware General Corporation Law by Del Monte shareholders who properly perfected such claims for appraisal and do not otherwise waive their appraisal rights.
9. **“Merger”** means the transaction announced on November 25, 2010 whereby the Sponsors agreed to acquire Del Monte and all agreements related to that transaction, including, without limitation, the Merger Agreement, any agreement referred to in the Merger Agreement, and all agreements related to the sales process that preceded the transaction, including all confidentiality and other agreements entered into between the Sponsors, Barclays, Del Monte or any of their respective affiliates.

10. “**Financing Sources**” means the banks and other persons who provided, offered or were approached to provide, debt or equity financing for the Sponsors’ acquisition of Del Monte, including J.P. Morgan Securities LLC, Morgan Stanley Senior Funding, Inc., Goldman Sachs & Co., KKR Capital Markets LLC, Barclays Capital Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Deutsche Bank Securities Inc., Mizuho Securities USA Inc. and their respective direct or indirect affiliates, associates, members, partners, partnerships, investment funds, subsidiaries, parents, predecessors, successors, officers, directors, employees, agents, advisors, financial or investment advisors and attorneys.
11. “**Fee and Expense Award**” means an award to Co-Lead Counsel of fees and expenses to be paid from the Settlement Amount, in an amount not to exceed \$22,300,000 in fees and \$200,000 in expenses, approved by the Court in accordance with the Stipulation and in full satisfaction of any and all claims for attorneys’ fees that have been, could be or could have been asserted by Co-Lead Counsel or any other counsel or any member of the Settlement Class.
12. “**Administrative Costs**” means all costs and expenses associated with providing notice of the Settlement to the Settlement Class or otherwise administering or carrying out the terms of the Settlement.
13. “**Settlement Class Period**” means the period between and including November 25, 2010 and the Closing (defined below).
14. “**Closing**” means the consummation of the Merger on March 8, 2011, as of which date each outstanding share of Del Monte Foods Company common stock (except for shares owned by Parent, Merger Sub, Del Monte Foods Company and its wholly owned subsidiaries, and Del Monte Foods Company stockholders who timely and validly demanded appraisal rights) was exchanged for the right to receive \$19.00 in cash and Blue Merger Sub. Inc. was merged with and into Del Monte Foods Company, with Del Monte Foods Company as the surviving corporation.
15. “**Unknown Claims**” means any and all Released Plaintiffs’ Claims which Lead Plaintiff or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiffs’ Claims against the Released Defendant Parties, including (without limitation) Claims which if known by him, her or it, might have affected his, her or its decision(s) with respect to the Settlement, and any and all Released Defendants’ Claims which any Defendant or any other Released Party does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants’ Claims against the Released Plaintiff Parties, including (without limitation) Claims which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, the Parties stipulate and agree that upon the Effective Date, Lead Plaintiff and Defendants shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have expressly, waived, relinquished and released any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiff and Defendants acknowledge, and the other Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiffs’ Claims and the Released Defendants’ Claims, but that it is the intention of Lead Plaintiff and Defendants, and by operation of law the other Class Members, to completely, fully, finally and forever extinguish any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Lead Plaintiff and Defendants acknowledge, and the other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Plaintiffs’ Claims and Released Defendants’ Claims was separately bargained for and was a key element of the Settlement.

The Stipulation also provides that upon the Effective Date, each of Defendants, on behalf of themselves, the other Released Defendant Parties and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, shall thereupon fully, finally and forever, release, settle and discharge the Released Plaintiff Parties (defined below) from and with respect to every one of the Released Defendants’ Claims (defined below), and shall thereupon be forever barred and enjoined from commencing, instituting or prosecuting any of the Released Defendants’ Claims against any of the Released Plaintiff Parties.

As set forth in the Stipulation:

1. “**Released Plaintiff Parties**” means Lead Plaintiff, all other Class Members, and their respective counsel (including Co-Lead Counsel).
2. “**Released Defendants’ Claims**” means any Claims that have been or could have been asserted in the Action, or in any court, tribunal, forum or proceeding, by Defendants or any of them or their respective successors and assigns against any of the Released Plaintiff Parties, which arise out of or relate in any way to the institution, prosecution, settlement or dismissal of the Action; provided, however, that the Released Defendants’ Claims shall not include claims to enforce the Stipulation.

V. REASONS FOR THE SETTLEMENT

Lead Plaintiff and Co-Lead Counsel have reviewed and analyzed the facts and circumstances relating to the claims asserted in the Action, as known by Lead Plaintiff to date. Co-Lead Counsel has reviewed over 900,000 pages of documents, has taken seven depositions (including one member of the Board, one member of Del Monte senior management, two representatives of Barclays, one representative of Perella and one representative of KKR and Vestar, respectively), and has fully briefed and argued a motion for a preliminary injunction. Co-Lead Counsel believe that they have received sufficient information to evaluate the merits of the proposed Settlement.

Co-Lead Counsel have analyzed the evidence adduced during their investigation and during two phases of discovery conducted both before and after the hearing on Lead Plaintiff's motion for a preliminary injunction and have researched the applicable law with respect to the claims of Lead Plaintiff and the Settlement Class against Defendants and the potential defenses thereto. Based on this investigation and substantial discovery, Lead Plaintiff has decided to enter into the Stipulation and settle the Action, after taking into account, among other things, (1) the substantial benefits to members of the Settlement Class from the litigation of the Action and the Settlement; (2) the risks of continued litigation in the Action; and (3) the conclusion reached by Lead Plaintiff and Co-Lead Counsel that the Settlement upon the terms and provisions set forth in the Stipulation is fair, reasonable, adequate, and in the best interests of the Settlement Class and will result in a material benefit to them.

The entry by Lead Plaintiffs and Defendants into the Stipulation is not an admission as to the merit or lack of merit of any claims or defenses asserted in the Action.

Each Party denies any and all allegations of wrongdoing, fault, liability, or damage in the Action. The Parties covenant and agree that neither the Stipulation, nor the fact or any terms of the Settlement, or any communications relating thereto, is evidence, or an admission or concession by any Party or their counsel, Class Member, or any other Released Defendant Party or Released Plaintiff Party, of any fault, liability, or wrongdoing whatsoever, as to any facts or claims alleged or asserted in the Action, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding. The Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses in the Action, any wrongdoing by any Party, Class Member, or other Released Defendant Party or Released Plaintiff Party, or any damages or injury to any Party, Class Member, or other Released Defendant Party or Released Plaintiff Party. Neither the Stipulation, nor any of the terms and provisions of the Stipulation, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, (a) shall (i) be argued to be, used, or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, acts, or omissions on the part of any of the Released Defendant Parties or Released Plaintiff Parties, or of any infirmity of any defense, or of any damage to Lead Plaintiff or any other Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Parties or Released Plaintiff Parties concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant Parties or Released Plaintiff Parties or any injury or damages to any person or entity, or (b) shall otherwise be admissible, referred to, or used in any proceeding of any nature, for any purpose whatsoever; *provided, however*, that the Stipulation, Judgment, and/or Alternative Judgment may be introduced in any proceeding, whether in the Court or otherwise, as may be necessary to argue and establish that the Stipulation, Judgment, and/or Alternative Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement, Judgment, and/or Alternative Judgment or to secure any insurance rights or proceeds of any of the Released Defendant Parties or Released Plaintiff Parties or as otherwise required by law.

VI. APPLICATION FOR ATTORNEYS' FEES AND EXPENSES

Concurrent with seeking final approval of the Settlement, Co-Lead Counsel intend to petition the Court for an award for attorneys' fees to Co-Lead Counsel of up to \$22,300,00 plus reimbursement of Co-Lead Counsel's actual out-of-pocket expenses of up to \$200,000. Co-Lead Counsel will make this petition not less than 20 business days prior to the Settlement Hearing.

Defendants have agreed not to oppose Co-Lead Counsel's fee and expense application. Prior to Disbursement of the Net Settlement Amount, and in any event within five (5) business days of the latter of (i) the entry of an order by the Court of Chancery awarding attorneys fees and expenses to Co-Lead Counsel or (ii) the funding of the Settlement Amount in the Account as described in Section (B)(2)(a)(ii) of the Stipulation, the Paying Agent shall disburse from the Settlement Fund to Co-Lead Counsel an amount equal to the Fee and Expense Award. In the event that (i) the Effective Date does not occur, (ii) this Stipulation is disapproved, canceled, or terminated pursuant to its terms, (iii) the Settlement otherwise does not become Final for any reason, or (iv) the Fee and Expense Award is disapproved, reduced, reversed, or otherwise modified, as a result of any further proceedings including any successful collateral attack, then Co-Lead Counsel shall, within five (5) business days after Co-Lead Counsel receives notice of any such failure of the Effective Date to occur, termination of the Stipulation, failure of the Settlement to become Final, or disapproval, reduction, reversal, or other modification of the Fee and Expense Award, return to the Account, as applicable, either the entirety of the Fee and Expense Award or the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award on the one hand, and any attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand, or otherwise on the other hand.

VII. CLASS ACTION DETERMINATION

For purposes of this Settlement, the Court has ordered that the Action shall be preliminarily maintained as a non-opt-out class action by the named Lead Plaintiff as class representative under Chancery Court Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of the Settlement Class defined above.

VIII. SETTLEMENT HEARING

The Court has scheduled a Settlement Hearing, which will be held on December 1, 2011, at 11:00 a.m. (the "Settlement Hearing Date") in the Court of Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801 to (a) determine whether to certify a Settlement Class consisting of the persons and entities described above as a non-opt-out class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) determine whether the Court should approve the Settlement as fair, reasonable, and adequate and in the best interests of the Settlement Class; (c) determine whether Lead Plaintiff and Co-Lead Counsel have adequately represented the interests of the Settlement Class in the Action; (d) determine whether final judgment should be entered dismissing the Action and the Released Plaintiffs' Claims as to the Released Defendant Parties with prejudice as against Lead Plaintiff and the Settlement Class, releasing the Released Plaintiffs' Claims and barring and enjoining prosecution of any and all Released Plaintiffs' Claims (as provided in the Stipulation of Settlement); (e) hear and determine any objections to the Settlement or the application of Co-Lead Counsel for an award of attorneys' fees and expenses; (f) consider the application by Co-Lead Counsel for attorneys' fees and reimbursement of expenses; and (g) rule on such other matters as the Court may deem appropriate.

The Court has reserved the right to adjourn and reconvene the Settlement Hearing, including the hearing on the application for attorneys' fees and expenses, without further notice to Class Members other than oral announcement at the Settlement Hearing. The Court has also reserved the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Parties to the Stipulation and without further notice to the Settlement Class.

IX. RIGHT TO APPEAR AND OBJECT

Any member of the Settlement Class who objects to the Settlement and/or the Order and Final Judgment to be entered by the Court, and/or Co-Lead Counsel's application for attorneys' fees and expenses, or otherwise wishes to be heard, may appear personally or by counsel at the Settlement Hearing and present any evidence or argument that may be proper and relevant, *provided, however*, that no member of the Settlement Class may be heard and no papers or briefs submitted by or on behalf of any member of the Settlement Class shall be received and considered, except by order of the Court for good cause shown, unless, no later than ten (10) calendar days prior to the Settlement Hearing, such person files with the Register in Chancery, Court of Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801, and serves upon the attorneys listed below (a) a written notice of intention to appear; (b) proof of membership in the Settlement Class; (c) a detailed statement of objections to any matter before the Court; and (d) the grounds thereon or the reasons for wanting to appear and be heard, as well as all documents or writings the Court shall be asked to consider. These writings must also be served, on or before such filing with the Court, by hand or overnight mail upon the following attorneys:

Stuart M. Grant, Esq.
GRANT & EISENHOFER P.A.
1201 North Market Street
Wilmington, DE 19801

Randall J. Baron, Esq.
ROBBINS GELLER RUDMAN & DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Collins J. Seitz, Jr., Esq.
SEITZ ROSS ARONSTAM & MORITZ, LLP
100 South West Street, Suite 400
Wilmington, DE 19801

Kenneth J. Nachbar, Esq.
MORRIS, NICHOLS, ARSHT & TUNNELL LLP
1201 North Market Street, 18th Floor
Wilmington, DE 19801

Raymond J. DiCamillo, Esq.
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, DE 19801

Michael D. Goldman, Esq.
POTTER ANDERSON & CORROON LLP
Hercules Plaza
1313 North Market Street, 6th Floor
Wilmington, DE 19801

Any Class Member who does not object to the Settlement or the request by Co-Lead Counsel for an award of attorneys' fees and expenses need not take any action with respect to this Notice or this Settlement.

Unless the Court otherwise directs, no person will be entitled to object to the approval of the Settlement, the judgment to be entered in the Action, or the fee and expense application, nor will he, she, or it otherwise be entitled to be heard, except by serving and filing a written objection as described above.

Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including the right to appeal) and will be forever barred from raising such objection in this or any other action or proceeding.

X. INTERIM STAY

Pending the Court's determination as to final approval of the Settlement, all proceedings in the Action, other than proceedings as may be necessary to carry out the terms and conditions of the Stipulation are stayed and suspended. Lead Plaintiff, on behalf of itself and on behalf of all members of the Settlement Class, and Defendants have agreed to stay and not to initiate any other proceedings other than those incident to the Settlement itself pending the occurrence of the Effective Date. The Parties have also agreed to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Class Member in, any other proceedings against any of the Released Defendant Parties which challenge the Settlement or otherwise involve, directly or indirectly, a Released Plaintiffs' Claim.

XI. ORDER AND JUDGMENT OF THE COURT

If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate, and in the best interests of the Settlement Class, the Court will enter an Order and Final Judgment, which will, among other things:

- a. Determine that the form and manner of notice of the Settlement was the best notice practicable under the circumstances and fully complied with each of the requirements of due process, Delaware Court of Chancery Rule 23, and applicable law;
- b. Determine that, for settlement purposes only, the Action is a proper class action pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) and finally certify the Settlement Class;
- c. Determine that all members of the Settlement Class are bound by the Order and Final Judgment;
- d. Determine that the Settlement is fair, reasonable, adequate, and in the best interests of Lead Plaintiff and the Settlement Class;
- e. Dismiss the Action with prejudice, on the merits, and without costs (except as provided in the Stipulation);
- f. Fully, finally, and forever release, settle, and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiffs' Claims;
- g. Bar and enjoin Plaintiff and any Class Members from instituting, commencing, or prosecuting any and all Released Plaintiffs' Claims against any Released Defendant Parties;
- h. Award Co-Lead Counsel such attorneys' fees and expenses as the Court deems fair and reasonable; and
- i. Provide that the Order and Final Judgment, including the release of all Released Plaintiffs' Claims against all Released Defendant Parties, shall have *res judicata*, collateral estoppel, and other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings maintained by or on behalf the Lead Plaintiff or any other Class Members, as well as any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them.

If either (a) the Effective Date does not occur, (b) the Stipulation is disapproved, canceled, or terminated pursuant to its terms, or (c) the Settlement otherwise does not become Final for any reason, then the Settlement Amount deposited into the Account shall be refunded (less any Administrative Costs that have been incurred) by the Paying Agent to Defendants within ten (10) business days after such cancellation or termination. If the Effective Date does not occur, or if the Stipulation is disapproved, canceled, or terminated pursuant to its terms, or the Settlement otherwise does not become Final for any reason, all of the Parties shall be deemed to have reverted to their respective litigation status immediately prior to September 9, 2011, and they shall proceed in all respects as if the Stipulation had not been executed and the related orders had not been entered, and in that event, all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice, provided, however, that Paragraph 26 of the Stipulation, which provides (among other things) that entry into the Stipulation is not an admission of wrongdoing on the part of any Party, shall remain in full effect. In the event the Effective Date does not occur, or the Stipulation is disapproved, canceled, or terminated pursuant to its terms, or the Settlement otherwise does not become Final for any reason, Defendants reserve the right to oppose certification of any plaintiff class in any future proceedings (including, but not limited to, in any proceedings in the Action).

XII. INSTRUCTIONS TO BROKERS AND OTHERS WHO HELD FOR THE BENEFIT OF OTHERS

Brokerage firms, banks, and/or other persons or entities who held shares of Del Monte common stock for the benefit of others are requested to immediately send this Notice to all such beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such additional copies or provision of a list of names and mailing addresses of beneficial owners may be made to:

DEL MONTE FOODS COMPANY SHAREHOLDER LITIGATION
PAYING AGENT

ATTENTION: FULFILLMENT DEPARTMENT

c/o A.B. DATA, LTD.

3410 WEST HOPKINS STREET

PO BOX 170500

MILWAUKEE, WI 53217-8091

Phone: 866-561-6065; outside the U.S. and Canada: 1-414-961-4888; fax: 1-414-961-7499

fulfillment@abdata.com

XIII. SCOPE OF THE NOTICE

This Notice is not all-inclusive. The references in this Notice to the pleadings in the Action, the Stipulation, and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of the Action, claims which have been asserted by the Parties, and the terms and conditions of the Settlement, including a complete copy of the Stipulation, members of the Settlement Class are referred to the Court files in the Action.

You or your attorney may examine the Court files from the Action during regular business hours of each business day at the office of the Register in Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801.

Questions or comments may be directed to counsel for the Lead Plaintiff:

Stuart M. Grant, Esq.
GRANT & EISENHOFER P.A.
1201 North Market Street
Wilmington, DE 19801
302-622-7000

Randall J. Baron, Esq.
ROBBINS GELLER RUDMAN & DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101
619-231-1058

DO NOT WRITE OR TELEPHONE THE COURT.

Dated: October 20, 2011