

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

IN RE SUPREMA SPECIALTIES, INC.,  
SECURITIES LITIGATION

Master File No. 02-168 (WHW)

**NOTICE OF (1) PENDENCY OF CLASS ACTION AND (2) HEARING ON PROPOSED PARTIAL SETTLEMENT AND ATTORNEYS' FEE PETITION AND RIGHT TO SHARE IN NET SETTLEMENT FUND**

**NOTICE OF PENDENCY OF CLASS ACTION:** If you purchased or otherwise acquired the common stock of Suprema Specialties, Inc. ("Suprema" or the "Company"), during the period from September 27, 2000, through and including December 21, 2001, please be advised that your rights may be affected by a class action lawsuit pending in this Court (the "Action").

*A Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

**NOTICE OF SETTLEMENT:** Please also be advised that the Court-appointed lead plaintiff, Teachers' Retirement System of Louisiana ("Lead Plaintiff") has reached a proposed partial settlement of the Action that will resolve all claims of Lead Plaintiff and the Class (as defined in Paragraph 1 below) against certain Defendants (the "Settlement") as described below. This Notice explains important rights you may have, including your possible receipt of cash from the Settlement. Your legal rights will be affected whether or not you act. Also enclosed is a Proof of Claim and Release form (the "Claim Form") that you must complete and submit postmarked no later than April 10, 2008, to participate in the Settlement. Please read this Notice carefully!

1. **Statement of Plaintiff Recovery:** This Notice of (1) Pendency of Class Action and (2) Hearing on Proposed Partial Settlement and Attorneys' Fee Petition and Right to Share in Net Settlement Fund (the "Notice") relates to a proposed partial settlement of a class action lawsuit filed against Janney Montgomery Scott LLC, Pacific Growth Equities, LLC, and ROTH Capital Partners, LLC (collectively, the "Underwriter Defendants"); BDO Seidman, LLP ("BDO"); and Rudolph Acosta, Jr., Paul Desocio, and Barry S. Rutcofsky (collectively, the "Director Defendants") and together with the Underwriter Defendants and BDO, the "Settling Defendants"); Steven Venechanos (the "Dismissed Defendant");<sup>1</sup> and Mark Cocchiola and Marco Cocchiola (deceased) (together, the "Non-Settling Defendants") and, together with all of the foregoing defendants, "Defendants"). Subject to Court approval, Lead Plaintiff, on behalf of all persons or entities who (i) acquired Suprema common stock in the 2001 Secondary Offering pursuant to the Registration Statement (each as defined below) or (ii) acquired Suprema common stock during the period from September 27, 2000, through December 21, 2001, inclusive (the "Class Period"), and who suffered damages as a result of said acquisition (the "Class"),<sup>2</sup> has agreed to settle all claims based on the purchase or acquisition of Suprema common stock that were or could have been asserted against the Settling Defendants in the Action in exchange for a settlement payment of \$19,000,000.00 in cash (the "Settlement Fund"). The Settling Defendants deposited the following amounts into an interest-bearing escrow account: BDO deposited \$9,500,000.00 on August 23, 2007; the Underwriter Defendants deposited \$7,000,000.00 on August 24, 2007, and August 27, 2007; and the Director Defendants deposited \$2,511,428.15 on October 4, 2007 (comprised of \$2,500,000.00 in settlement proceeds plus accrued interest), and November 5, 2007. The Net Settlement Fund (the Settlement Fund less taxes, notice and administration costs, and attorneys' fees and litigation expenses awarded to counsel representing Lead Plaintiff ("Lead Counsel")) will be distributed in accordance with a plan of allocation (the "Plan of Allocation") that is described in this Notice. Lead Plaintiff's damages expert estimates that approximately 6.7 million shares may have been affected by the conduct at issue in the Action. Thus, assuming that the owners of all affected shares elect to participate, the average per-share recovery from the Settlement Fund would be approximately \$2.84 per affected share, before the deduction of attorneys' fees, costs, and expenses, as approved by the Court. The Action is continuing against the Non-Settling Defendants.

2. **Reasons for the Settlement:** In light of the amount of the Settlement and the immediacy of recovery to the Class, Lead Plaintiff believes that the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Class. Lead Plaintiff believes that the Settlement provides a substantial benefit now, namely \$19,000,000.00 in cash less the various deductions described in this Notice, as compared to the risk that all or some of the claims in the Action could have been dismissed in response to the Settling Defendants' anticipated motions for summary judgment or that a similar, smaller, or no recovery would be achieved after motions for summary judgment, a trial, and/or appeals, possibly years in the future, in which the Settling Defendants would have the opportunity to assert substantial defenses to the claims asserted against them. The Settling Defendants deny the claims asserted against them in the Action or that they have engaged in any wrongdoing, violation of law, or breach of duty, and the Settlement may not be construed as an admission of wrongdoing by any of the Settling Defendants. The Settling Defendants have agreed to the Settlement in order to eliminate the burden and expense of continued litigation.

3. **Statement of Average Amount of Damages Per Share:** The parties do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiff were to prevail on the claims asserted against the Settling Defendants. The Settling Defendants deny that any shares were damaged as Lead Plaintiff has alleged. In addition, the Settling Defendants were prepared to establish that the price of Suprema's common stock was not inflated as the result of any allegedly false or misleading public statement by any Settling Defendant and that the decline in the price of Suprema's common stock alleged in the Action was not the result of the disclosure of information that allegedly had been wrongfully withheld by any Settling Defendant.

4. **Statement of Attorneys' Fees and Expenses Sought:** Lead Counsel (as defined in Paragraph 7) intends to apply for an award of attorneys' fees in an amount not to exceed 22% of the Settlement Fund net of Court-approved litigation expenses. In addition, Lead Counsel also intends to apply for reimbursement of litigation expenses paid or incurred in connection with the prosecution and resolution of the claims against Defendants, in an amount not to exceed \$600,000.00, which may include the reasonable costs and expenses (including lost wages) of Lead Plaintiff directly related to the representation of the Class. If the Court (as defined in Paragraph 8) approves Lead Counsel's fee and expense application (the "Attorneys' Fee Petition"), the average cost per affected share will be approximately \$0.69.

5. **Identification of Attorneys' Representatives:** Any questions regarding the Settlement should be directed to Lead Plaintiff's Counsel: Jeffrey N. Leibell, Bernstein Litowitz Berger & Grossmann LLP, 1285 Avenue of the Americas, New York, NY 10019, (800) 380-8496, [blbglaw.com](http://blbglaw.com).

<sup>1</sup> See Paragraph 23 below regarding the dismissal of Steven Venechanos.

<sup>2</sup> Excluded from the Class (the "Excluded Parties") are (i) the Defendants; (ii) members of the immediate family of each individual Defendant; (iii) the estate of Paul Lauriero; (iv) any person who was an officer or director of Suprema during the Class Period; (v) any person who is named as a defendant in any criminal proceeding brought by the U.S. Government relating to Suprema; (vi) any firm, trust, corporation, officer, or other entity in which any Excluded Party has a controlling interest; and (vii) the legal representatives, agents, affiliates, heirs, successors-in-interest, assigns, partners, officers, executives, directors, or controlling persons of any Excluded Party.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

Table with 2 columns: Action and Description. Rows include: SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN APRIL 10, 2008; EXCLUDE YOURSELF FROM THE CLASS POSTMARKED NO LATER THAN MARCH 3, 2008; OBJECT IN A WRITTEN FILING WITH THE COURT NO LATER THAN MARCH 3, 2008; FILE A NOTICE OF INTENTION TO APPEAR AT THE HEARING NO LATER THAN MARCH 3, 2008, AND GO TO THE HEARING ON MARCH 17, 2008, AT 10:00 A.M.; DO NOTHING.

**WHAT THIS NOTICE CONTAINS**

Table listing various questions and their corresponding page numbers. Questions include: WHY DID I GET THIS NOTICE?, WHAT IS THIS CASE ABOUT?, HOW DO I KNOW IF I AM PART OF THE CLASS AND THE SETTLEMENT?, etc.

**WHY DID I GET THIS NOTICE?**

6. This Notice is being sent to you pursuant to an Order of the United States District Court for the District of New Jersey (the "Court") because you or someone in your family may have purchased or otherwise acquired Suprema common stock during the Class Period.

7. In a class action lawsuit, the Court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members.

8. The Court in charge of this case is the United States District Court for the District of New Jersey, and the case is known as In re Suprema Specialties, Inc., Securities Litigation.

9. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

10. The Final Approval Hearing will be held on March 17, 2008, at 10:00 a.m. before the Honorable William H. Walls at the United States District Court for the District of New Jersey, 50 Walnut Street, Courtroom 4D, Newark, New Jersey 07101 to determine:

- (i) whether the proposed Settlement is fair, reasonable, and adequate and should be approved by the Court;
(ii) whether the claims against the Settling Defendants should be dismissed with prejudice as set forth in the Stipulation;
(iii) whether the proposed Plan of Allocation is fair and reasonable and should be approved; and
(iv) whether the Attorneys' Fee Petition filed by Lead Counsel should be approved.

11. In the event a settlement is reached with one or more of the Non-Settling Defendants that does not materially increase the Settlement Fund, and notice of that settlement cannot be included in this mailing, the Court has excused Lead Plaintiff from the obligation to mail another notice to each Class Member.

12. This Notice does not express any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, payments will be made after appeals, if any, are resolved and after the completion of all claims processing. Please be patient.

#### **WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?**

13. Suprema Specialties, Inc., was a manufacturer of fine Italian cheeses. The Company's principal executive offices were located in Paterson, New Jersey. Shares of Suprema formerly traded on the NASDAQ under the ticker symbol "CHEZ". On December 21, 2001, Suprema announced that its chief financial officer, Defendant Steven Venechanos, and its controller, Arthur Christensen, had resigned and that it had initiated an internal investigation into its prior reported financial results. In response to this announcement, the NASDAQ halted trading in Suprema stock. On February 4, 2002, federal authorities executed a search warrant at Suprema and seized its financial and manufacturing records. On February 24, 2002, Suprema filed for bankruptcy protection under Chapter 11, Defendant Mark Cocchiola stepped down as chief executive officer, and Suprema's stock was officially delisted by NASDAQ. On March 20, 2002, Suprema's bankruptcy was converted to a Chapter 7 liquidation and the Court appointed a liquidation trustee.

14. Beginning on January 14, 2002, a number of lawsuits were filed on behalf of investors alleging that Suprema, Defendants, and others made false statements and omitted material facts between September 27, 2000, and December 21, 2001, regarding the Company's growth and viability, which had the effect of artificially inflating Suprema's stock price. By Orders dated February 28, 2002, and March 28, 2002, the Court consolidated all of the lawsuits into one action, and on August 7, 2002, the Court renamed the actions under the caption "*In re Suprema Specialties, Inc., Securities Litigation*". On July 1, 2002, the Court appointed Lead Plaintiff and approved Lead Plaintiff's selection of Lead Counsel.

15. On September 9, 2002, Lead Plaintiff filed an Amended and Consolidated Class Action Complaint (the "Consolidated Complaint") asserting claims under Sections 11, 12(a)(2), and 15 of the Securities Act of 1933 (the "Securities Act") arising from the Registration Statement and Prospectus (the "Registration Statement") Suprema filed with the Securities and Exchange Commission ("SEC") on November 6, 2001, in connection with Suprema's secondary offering of its common stock (the "Secondary Offering"). The Consolidated Complaint also asserted claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act"), and SEC Rule 10b-5 promulgated thereunder, arising from public statements concerning the Company made from September 27, 2000, through December 21, 2001. The Consolidated Complaint sought to proceed on behalf of a class consisting of all persons or entities who purchased or otherwise acquired Suprema common stock during the period September 27, 2000, through December 21, 2001, inclusive. Defendants sought to dismiss the Consolidated Complaint, and on June 25, 2003, the Court granted Defendants' motions and dismissed Lead Plaintiff's claims with leave to replead.

16. On August 25, 2003, Lead Plaintiff filed a motion for leave to file an amended complaint. Opposition papers were filed, and the Court scheduled oral argument on Lead Plaintiff's motion for January 8, 2004. On January 7, 2004, criminal informations were submitted before the United States District Court for the District of New Jersey concerning four individuals arising from their activities relating to Suprema, copies of which Lead Plaintiff provided to the Court immediately before the January 8, 2004, argument. In view of this new information, the parties agreed that Lead Plaintiff's motion for leave to amend should be granted and that Lead Plaintiff would file a revised complaint that included allegations based upon the criminal informations.

17. On January 30, 2004, Lead Plaintiff filed the Second Amended Consolidated Class Action Complaint (the "Second Amended Complaint"), which asserted claims under the Securities Act against Suprema's former chief executive officer, Mark Cocchiola; its former chief financial officer, Steven Venechanos; Suprema's outside directors, Defendants Marco Cocchiola, Rudolph Acosta, Jr., Paul Desocio, and Barry S. Rutcofsky; the Underwriter Defendants; and BDO. The Second Amended Complaint also alleged claims under the Exchange Act against Cocchiola, Venechanos, and BDO. Defendants moved to dismiss the Second Amended Complaint, and on August 26, 2004, the Court dismissed Lead Plaintiff's claims.

18. On November 29, 2004, Lead Plaintiff filed an appeal to the United States Court of Appeals for the Third Circuit (the "Third Circuit"). On September 14, 2005, following briefing, the Third Circuit heard oral argument on the appeal. On February 23, 2006, the Third Circuit reversed the District Court's dismissal of Lead Plaintiff's claims.

19. Following the remand of the case to this Court, the parties engaged in extensive discovery, including document production and interrogatories. Pursuant to a schedule entered by the Court, deposition discovery was stayed pending the conclusion of criminal trials of Mark Cocchiola and Steven Venechanos arising from the same facts underlying certain of the allegations set forth in the Second Amended Complaint.

20. Lead Plaintiff and certain of the Settling Defendants conducted a voluntary mediation on August 1, 2006, but were unable to reach agreement as to settlement terms at that time. The initial mediation was supervised by Michael D. Young, a professional mediator with the mediation firm JAMS.

21. On September 15, 2006, Lead Plaintiff moved for class certification pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3). Defendants opposed that motion. The Court granted Lead Plaintiff's motion for class certification on April 23, 2007, certifying the Class defined in Paragraph 1 above.

22. The Settlement proposed in the Stipulation was achieved after intense arm's-length mediated negotiations between the parties under the supervision of a mediator, the Honorable Nicholas J. Politan (Ret.), over a period of five months. During these negotiations, Lead Counsel and counsel for Settling Defendants presented, among other things, their respective views regarding the merits of the Action, including the defenses, the claims, and the damages sought. In addition, numerous telephonic and written communications between counsel were exchanged in order to finalize the principal terms of the Settlement.

23. Subsequent to the execution of the Stipulation, Steven Venechanos delivered to Lead Plaintiff a statement detailing his current financial condition. Upon review of Mr. Venechanos's statement of financial condition, Lead Plaintiff and Lead Counsel determined that Mr. Venechanos does not possess sufficient assets to contribute meaningfully to a settlement of the claims asserted against him. Therefore, Lead Plaintiff concluded that it is not in the best interests of the Class to expend additional resources pursuing its case against this Defendant. For this reason, Lead Plaintiff moved for voluntary dismissal of the Action, without prejudice, with respect to Mr. Venechanos. By Order dated December 12, 2007, the Court granted Lead Plaintiff's motion, dismissing this Action, without prejudice, as against Steven Venechanos only. Any Class Member desiring to pursue the claims herein against Steven Venechanos may do so by promptly initiating an individual action or continuing any existing individual action against Mr. Venechanos.

#### **HOW DO I KNOW IF I AM PART OF THE CLASS AND THE SETTLEMENT?**

24. You are a member of the Class if you acquired Suprema common stock in the 2001 Secondary Offering pursuant to the Registration Statement or acquired Suprema common stock during the period September 27, 2000, through December 21, 2001, inclusive, and were damaged thereby and are not any of the following Excluded Parties: (i) one of the Defendants; (ii) a member of the immediate family of any individual Defendant;

(iii) the estate of Paul Lauriero; (iv) any person who was an officer or director of Suprema during the Class Period; (v) any person who is named as a defendant in any criminal proceeding brought by the U.S. Government relating to Suprema; (vi) any firm, trust, corporation, officer, or other entity in which any Excluded Party has a controlling interest; and (vii) the legal representatives, agents, affiliates, heirs, successors-in-interest, assigns, partners, officers, executives, directors, or controlling persons of any Excluded Party. You also are excluded from the Class if you timely request exclusion from the Class pursuant to this Notice (see "WHAT IF I DO NOT WANT TO BE A PART OF THE CLASS AND THE SETTLEMENT? HOW DO I EXCLUDE MYSELF?" below). If you are a member of the Class, you are subject to the Settlement whether or not you submit a Claim Form, unless you timely request to be excluded.

**RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A CLASS MEMBER OR ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SUBMIT THE ENCLOSED CLAIM FORM POSTMARKED NO LATER THAN APRIL 10, 2008.**

#### **WHAT RECOVERY DOES THE SETTLEMENT PROVIDE?**

25. The Settlement provides for a recovery of \$19,000,000.00 in cash, which has been deposited into an interest-bearing escrow account as follows: BDO deposited \$9,500,000.00 on August 23, 2007, the Underwriter Defendants deposited \$7,000,000.00 on August 24, 2007, and August 27, 2007, and the Director Defendants deposited \$2,500,000.00 (plus accrued interest), on October 4, 2007, and November 5, 2007. Lead Counsel's fees, expenses, and costs with interest thereon, to the extent allowed by the Court, as well as taxes, notification costs, and administration costs will be deducted from these Settlement proceeds, and the balance will be distributed to the Class. The amount of any recovery will depend on a number of factors, including when and for what price Class Members purchased and/or sold their Suprema common stock and the total number of shares for which timely and valid Claim Forms are submitted by Class Members ("Authorized Claimants") (see "HOW MUCH WILL MY PAYMENT BE?" below).

26. Lead Plaintiff and the Settling Defendants are aware of one individual plaintiff (a group of two affiliated investment funds) that filed and prosecuted claims arising under the securities laws that overlapped in part with the claims included in the Action. In the course of negotiating the terms of this Settlement and a settlement of the claims filed by the individual plaintiff, the Settling Defendants requested, as a condition of achieving the overall recovery obtained in the Settlement, that Lead Plaintiff agree to treat approximately 65,000 shares purchased by that individual plaintiff in the two-week period preceding the first day of the Class Period (i.e., the period beginning on September 13, 2000) as if such shares were purchased on the first day of the Class Period. In light of the fact that the individual plaintiff appears to be the only Suprema investor who alleged and therefore preserved open market purchase claims for purchases preceding the Class Period, and in order to obtain the overall benefits of the Settlement for the Class, Lead Plaintiff agreed to allow these shares to participate in the Settlement *pro rata* with the eligible shares of other Class Members, with the recovery allowed on these shares calculated as if these shares were purchased on the first day of the Class Period.

27. Lead Plaintiff's damages expert estimates that approximately 6.7 million shares of the Company's common stock were traded during the Class Period and may have been damaged by the conduct at issue in the Second Amended Complaint. Thus, assuming that the owners of all damaged shares elect to participate, the average per-share recovery from the Settlement Fund would be approximately \$2.84 per affected share before deduction of attorneys' fees, costs, and expenses as approved by the Court.

#### **WHY IS THERE A SETTLEMENT?**

28. Under the proposed Settlement, the Court will not decide in favor of either Lead Plaintiff or Settling Defendants. By agreeing to the Settlement, Lead Plaintiff and Settling Defendants avoid the costs of further litigation and the risks of a trial, and the Class Members are compensated.

29. In light of the amount of the Settlement, and the immediacy of recovery to the Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate and in the best interests of Class Members. Lead Plaintiff believes that the Settlement provides a substantial benefit, namely \$19,000,000.00 in cash, less the various deductions described in this Notice, as compared to the risk that all or some of the claims in the Action could have been dismissed in response to the Settling Defendants' anticipated motions for summary judgment or the risk that a similar, smaller, or no recovery would be achieved after motions for summary judgment, a trial, and appeals, possibly years in the future, in which Settling Defendants would have the opportunity to assert substantial defenses to the claims asserted against them.

#### **WHAT LED UP TO THE SETTLEMENT?**

30. The Settlement resulted from over 5½ years of litigation and extensive arm's-length mediated negotiations among Lead Plaintiff, Lead Counsel, and counsel for Defendants. Several settlement discussions took place, including discussions before an experienced mediator, which ultimately resulted in an agreement to settle the claims asserted against the Settling Defendants.

#### **WHY HAVE THE SETTLING DEFENDANTS AGREED TO THE SETTLEMENT?**

31. The Settling Defendants deny that they have engaged in any wrongdoing, violated any law, or breached any duty and deny that the claims asserted against them in the Second Amended Complaint have any merit. The Settling Defendants believe that they have substantial defenses to all of those claims. However, the Settling Defendants consider it desirable, and in their best interests, that the claims against them be dismissed on the terms set forth in the Stipulation to avoid further expense and protracted litigation, taking into account the uncertainty and risks inherent in any litigation. The Settlement is not evidence of, an admission of, or a concession by any of the Settling Defendants of any fault or liability whatsoever or any infirmity in any defenses they have asserted or intended to assert in the Action.

#### **WHAT ARE THE LEAD PLAINTIFF'S REASONS FOR THE SETTLEMENT?**

32. Lead Plaintiff and Lead Counsel believe that the claims asserted against the Settling Defendants have merit. However, they recognize the expense and length of continued proceedings necessary to pursue their claims against the Settling Defendants through trial and appeals. Lead Plaintiff and Lead Counsel also have taken into account the possibility that the claims asserted in the Second Amended Complaint might have been dismissed in response to the Settling Defendants' anticipated motions for summary judgment and have considered issues that would have been decided by a jury in the event of a trial of the Action, including whether the Settling Defendants acted with an intent to mislead investors, whether the alleged misrepresentations or omissions were material to investors, whether any loss was caused by the alleged misrepresentations or omissions, and the amount of any damages. Lead Plaintiff and Lead Counsel also have considered the uncertain outcome and trial risk in complex lawsuits like this one. Lead Plaintiff believes that a recovery now will provide an immediate benefit to Class Members, which is superior to the risk and delay of proceeding with the Action. Considering these issues, and balancing them against the certain and substantial benefits that the Class will receive as a result of the Settlement, Lead Plaintiff and Lead Counsel determined that the Settlement described herein is fair, reasonable, and adequate and that it is in the best interests of the Class to settle the claims against the Settling Defendants on the terms set forth in the Stipulation and this Notice.

## WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

33. If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of its claims, neither Lead Plaintiff nor the Class would recover anything from the Settling Defendants. Also, if the Settling Defendants were successful in proving any of their defenses, the Class likely would recover substantially less than the amount provided in the Settlement, or nothing at all.

## HOW MUCH WILL MY PAYMENT BE?

### THE PROPOSED PLAN OF ALLOCATION: GENERAL PROVISIONS

34. The Settling Defendants have agreed to pay \$19,000,000.00 in cash.
35. After approval of the Settlement by the Court and upon satisfaction of the other conditions to the Settlement, the Net Settlement Fund will be distributed to Authorized Claimants in accordance with the Plan of Allocation described below.
36. The Settlement Fund will be distributed as follows:
- To pay all federal, state, and local taxes on any income earned by the Settlement Fund and to pay the reasonable costs incurred in connection with determining the amount of, and paying, taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants);
  - To pay costs and expenses in connection with providing Notice to Class Members and administering the Settlement on behalf of Class Members;
  - To reimburse Lead Counsel for, and to pay, costs and expenses incurred by Lead Counsel in connection with commencing and prosecuting the Action, with interest thereon, if and to the extent allowed by the Court;
  - To pay Lead Counsel's attorneys' fees, to the extent allowed by the Court; and
  - Subject to an Order of the Court granting approval of the Settlement and the Plan of Allocation (or such other allocation plan as the Court may approve) becoming final (meaning that the time for appeal or appellate review of the Order granting final approval has expired or if the Order is appealed, that appeal is either decided without causing a material change in the Order or upheld on appeal and no longer subject to appellate review by further appeal or writ of certiorari), the Net Settlement Fund shall be distributed to Authorized Claimants in accordance with the Plan of Allocation.
37. There will be no distribution of the Net Settlement Fund until a plan of allocation is finally approved and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired.
38. The Settling Defendants are not entitled to get back any portion of the Settlement Fund once the Court's order approving the Settlement becomes final. Moreover, the Settling Defendants have no liability, obligation, or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund or the Plan of Allocation.
39. Approval of the Settlement is independent from approval of the Plan of Allocation. Any determination with respect to the Plan of Allocation will not affect the Settlement, if approved.
40. Only those Class Members who purchased or otherwise acquired Suprema common stock during the Class Period, **AND WERE DAMAGED AS A RESULT OF SUCH PURCHASES OR ACQUISITIONS**, will be eligible to share in the distribution of the Net Settlement Fund. **Each Person wishing to participate in the distribution must timely submit a valid Claim Form and all required documentation postmarked no later than April 10, 2008, to the address set forth in the Claim Form that accompanies this Notice.** Unless otherwise ordered by the Court, any Class Member who fails to submit a Claim Form postmarked no later than April 10, 2008, shall be forever barred from receiving payments pursuant to the Settlement set forth in the Stipulation but will in all other respects be subject to the provisions of the Stipulation, including the terms of any judgment entered and releases given. This means that each Class Member releases the Released Claims (as defined in Paragraph 50) against the Released Parties (as defined in the Stipulation) (including Defendants) and is enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Claims against any of the Released Parties (including the Settling Defendants) regardless of whether or not such Class Member submits a Claim Form.
41. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Class Member. The Court also reserves the right to modify the Plan of Allocation without further notice to Class Members. Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, or the Claims Administrator or other agent designated by Lead Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court.

### THE PROPOSED PLAN OF ALLOCATION: CALCULATION OF LOSS AMOUNT

42. A "Loss Amount" will be calculated for each purchase or acquisition of Suprema common stock that is listed in the Claim Form and for which adequate documentation is provided. The calculation of the Loss Amount will depend upon several factors, including when the shares of Suprema common stock were purchased or otherwise acquired and whether they were held until the conclusion of the Class Period or sold during the Class Period and, if so, when they were sold.
43. **Information Required on the Claim Form:** Each Claim Form must indicate each Authorized Claimant's position in Suprema common stock as of the close of trading on September 26, 2000, the day before the first day of the Class Period, and the closing position in Suprema common stock as of the close of trading on December 21, 2001, the last day of the Class Period. Each Claim Form also must list *all* transactions in Suprema common stock, including all purchases and sales, made during the Class Period.

### BASIS FOR CALCULATION OF LOSS AMOUNT

44. The objective of the Plan of Allocation is to equitably distribute the settlement proceeds to those Class Members who suffered economic losses as a result of the alleged fraud, as opposed to losses caused by market, industry, or other non-fraud-related Company-specific factors. The Plan of Allocation reflects Lead Plaintiff's damages expert's analysis undertaken to that end, including a review of publicly available information regarding Suprema and statistical comparisons of the price movements of Suprema's common stock with the price performance of relevant market and industry indices during the Class Period.
45. Recognized Losses are based on the level of alleged artificial inflation in the price of Suprema's common stock at the time of purchase. However, in order to have compensable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the securities. In this case, Lead Plaintiff alleges that Suprema, the Settling Defendants, and others made false statements and omitted material facts between September 27, 2000, and December 21, 2001, regarding the Company's growth and viability, which had the effect of artificially inflating Suprema's stock price. The Settling Defendants deny all such allegations.

46. In order to have recoverable damages, disclosure of the alleged misrepresentations about the Company's growth and viability must be the cause of the decline in the price of the security. On December 21, 2001, Suprema announced that Steven Venechanos, its chief financial officer, and Arthur Christensen, its controller, had resigned; that the Company had initiated an internal investigation into its prior reported financial results; and that it had instructed its auditors, BDO, to review the Company's financial records. This announcement caused a decline in the price of Suprema common stock and ended the Class Period. Accordingly, a share purchased or otherwise acquired on or after September 27, 2000, through and including December 21, 2001, must be held until the close of trading on December 21, 2001, in order to have been damaged as a result of the alleged fraud. For the same reason, the Loss Amount for shares of Suprema common stock purchased during the period September 27, 2000, through and including December 21, 2001, that also were sold on or before December 21, 2001, is zero.

47. Recognized Loss Amounts will be reduced dollar for dollar to the extent that Suprema common stock was purchased or otherwise acquired at a price below the lowest reported trading price for Suprema common stock on the date during the Class Period on which the purchase or acquisition was made (i.e., at a discounted price).

#### SPECIFIC LOSS AMOUNTS

48. Specific Loss Amounts will be calculated as follows:

(i) **Introductory Provisions.** To receive a distribution from the Net Settlement Fund, all Persons must:

(a) Establish membership in the Class;

(b) Complete a valid Claim Form and supply all required documentation;

(c) **Submit the completed Claim Form and documentation so that it is postmarked for mailing to the Claims Administrator no later than April 10, 2008.**

(ii) **Calculation of Recognized Loss for Claims.** A "Recognized Loss" will be calculated for each purchase or acquisition of Suprema common stock that is listed in the Claim Form and for which adequate documentation is provided. The calculation of the Recognized Loss will depend upon several factors, including:

(a) When each share of Suprema common stock was purchased or otherwise acquired; and

(b) Whether each share of Suprema common stock was held through December 21, 2001, or whether it was sold during the Class Period.

(iii) **Recognized Gains and Losses:**

**Shares of Suprema common stock that were acquired pursuant to the Registration Statement filed on November 6, 2001, for Suprema's Secondary Offering (the "Section 11 Shares") and held until the close of trading on December 21, 2001:** For each share of Suprema common stock that was acquired pursuant to the Registration Statement filed in connection with Suprema's Secondary Offering and that was *still held* at the close of trading on December 21, 2001, the Recognized Loss is \$12.75.

**Shares other than the Section 11 Shares that were purchased or otherwise acquired during the period from September 27, 2000, through and including December 21, 2001, and held until the close of trading on December 21, 2001 (the "Section 10(b) Shares"):** For each share of Suprema common stock that was purchased or otherwise acquired during the period from September 27, 2000, through and including December 21, 2001 (including those shares described in Paragraph 26 above), and that was still held at the close of trading on December 21, 2001, the Recognized Loss is equal to the lesser of i) the purchase price or ii) \$13.00.

(iv) **Composition of and Distributions from the Net Settlement Fund:**

As set forth above, not all claims were asserted against all of the Settling Defendants. Accordingly, Lead Plaintiff and Lead Counsel, in consultation with Lead Plaintiff's damages expert, have allocated the Settlement proceeds paid by the Settling Defendants based upon the claims asserted against those Settling Defendants. The "Section 11 Fund", which shall be allocated only to those Authorized Claimants who purchased Section 11 Shares (and provide sufficient documentation of such purchases as set forth in the Claim Form), comprises 100% of the recoveries from the Director Defendants and the Underwriter Defendants (against whom only Section 11 claims were asserted), and 56% of the recovery from BDO. The "Section 10(b) Fund" comprises the remaining 44% of the recovery from BDO.

The Section 11 Fund shall be distributed on a *pro rata* basis to Authorized Claimants whose Recognized Losses arise from the purchase of Section 11 Shares.

The Section 10(b) Fund shall be distributed on a *pro rata* basis to Authorized Claimants whose Recognized Losses arise from the purchase of Section 10(b) Shares.

To the extent that the funds available in either the Section 11 Fund or the Section 10(b) Fund exceed their respective aggregate amounts of Recognized Losses, such excess shall be allocated to the other fund. If the Net Settlement Fund exceeds the sum total amount of the Recognized Losses of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Authorized Claimants entitled to receive payment out of the Net Settlement Fund.

(v) **General Provisions:**

(a) The Net Settlement Fund will be allocated among all eligible Class Members, as described above.

(b) Each Authorized Claimant will be required to provide proof of his or her ownership position(s) in Suprema common stock as of the close of trading on September 26, 2000, and December 21, 2001. Authorized Claimants who purchased Suprema common stock pursuant to the Registration Statement the Company filed on November 6, 2001, must provide documentation of such purchases. Each Claim Form also must list and provide proof of *all* transactions in Suprema common stock, including all purchases and sales, made during the Class Period (September 27, 2000, through and including December 21, 2001).

(c) In the event a Class Member has more than one purchase or sale of Suprema common stock during the Class Period, all purchases and sales shall be matched on a First In, First Out ("FIFO") basis. Class Period sales will be matched first against any Suprema shares held at the beginning of the Class Period and then against purchases in chronological order, beginning with the earliest purchase made during the Class Period. Purchases and sales of Suprema common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, devise, or operation of law of Suprema common stock during the Class Period shall not be deemed a purchase or sale of such Suprema common stock for the calculation of an Authorized Claimant's Recognized Loss, nor shall it be deemed an assignment of any claim relating to the purchase of such Suprema shares of common stock unless specifically provided in the instrument of gift or assignment.

- (d) To the extent an Authorized Claimant had a gain from his, her, or its overall transactions in Suprema common stock during the Class Period, the value of the Recognized Loss will be zero. Such Authorized Claimants will in any event be bound by the Settlement. To the extent that an Authorized Claimant suffered an overall actual loss on his, her, or its overall transactions in Suprema common stock during the Class Period, but that loss was less than the Recognized Loss calculated above, then the Recognized Loss shall be limited to the amount of the actual loss.
- (e) For purposes of determining whether an Authorized Claimant had a gain from his, her, or its overall transactions in Suprema common stock during the Class Period or suffered a loss, the Claims Administrator shall i) total the amount the Authorized Claimant paid for all Suprema common stock purchased or otherwise acquired during the Class Period (the "Total Purchase Amount"); ii) match any sales of Suprema common stock during the Class Period first against the Authorized Claimant's opening position in the stock (the proceeds of those sales will not be considered for purposes of calculating gains or losses); iii) total the amount received for sales of the remaining shares of Suprema common stock sold during the Class Period (the "Sales Proceeds"); and iv) assign a \$0.00 per-share holding value for the number of shares of Suprema common stock purchased or otherwise acquired during the Class Period and still held at the end of the Class Period ("Holding Value"). The difference between the Total Purchase Amount and the sum of the Sales Proceeds and the Holding Value will be deemed an Authorized Claimant's gain or loss on his, her, or its overall transactions in Suprema common stock during the Class Period.
- (f) A payment to any Authorized Claimant of less than **\$10** in total will not be included in the calculation and will not be distributed.

#### **WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE SETTLEMENT?**

49. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). The Judgment will dismiss the claims against the Settling Defendants with prejudice and provide that Lead Plaintiff and all other Class Members, except those who validly and timely requested to be excluded from the Class, shall upon the Effective Date of the Settlement be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, waived, discharged, and dismissed any and all Released Claims, including "Unknown Claims" (as defined in the Stipulation), against the Released Parties (as defined in the Stipulation) and any claims or potential claims that were or could be asserted in connection with the Action or Released Claims.

50. "Released Claims" means collectively any and all claims (including Unknown Claims, as defined in Paragraph 1.41 of the Stipulation), debts, demands, rights of action, causes of action, actions, suits, matters, and issues or liabilities of every nature and description whatsoever (including, but not limited to, any claims of negligence, gross negligence, omissions, breaches of duty of care and/or breaches of any other duty, fraud, or violations of any state or federal statutes, regulations, or rules, and any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether known or unknown, whether fixed, contingent, accrued, unaccrued, liquidated, unliquidated, or absolute, whether suspected or unsuspected, whether disclosed or undisclosed, whether matured or unmatured, whether or not concealed or hidden, whether based on federal, state, local, statutory, or common law or any other law, rule, or regulation, at law or in equity, whether class or individual in nature, that (i) have been asserted in the Action against any of the Released Parties or (ii) could have been asserted in any forum by the Class Members or any of them against any of the Released Parties which arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Action and which relate to the purchase of Suprema common stock during the Class Period, including purchases pursuant to the Registration Statement filed by Suprema on or about November 6, 2001, or (iii) have been or could have been asserted in the Action or in any forum by the Settling Defendants or any of them or the successors and assigns of any of them against the Lead Plaintiff, any Class Member, or their attorneys, which arise out of or relate in any way to the institution, prosecution, or settlement of the Action. The Judgment also will bar all claims for contribution or indemnification arising out of this Action by any Person against a Settling Defendant and by any Settling Defendant against any Person.

51. The Judgment also will provide that the Settling Defendants and the other Released Parties shall each be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, waived, and discharged all claims, whether known or unknown (including Unknown Claims), and whether arising under federal, state, or any other law, which have been, or could have been, asserted in the Action or in any court or forum, by the Settling Defendants, or any of them, against the Lead Plaintiff, any Class Member, or their attorneys, which arise out of or relate in any way to the institution, prosecution, or settlement of the Action.

#### **WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?**

52. Lead Counsel has not received any payment for their services in pursuing claims against the Settling Defendants on behalf of the Class, nor has Lead Counsel been reimbursed for their out-of-pocket expenses. At the Final Approval Hearing described below, or at such other time as the Court may direct, Lead Counsel intends to apply to the Court for an award of attorneys' fees in an amount not to exceed 22% of the Settlement Fund net of Court-approved litigation expenses. The amount of fees sought by Lead Counsel in the fee application is pursuant to the terms of an agreement negotiated and entered into with Lead Plaintiff.

53. Lead Counsel also intends to apply for reimbursement of litigation expenses in an amount not to exceed \$600,000.00, which may include the reasonable costs and expenses (including lost wages) of Lead Plaintiff directly related to the representation of the Class. If the Attorneys' Fee Petition is approved by the Court, the average cost per affected share would be approximately \$0.69. **THE COURT HAS NOT EXPRESSED ANY OPINION ON THE ATTORNEYS' FEE PETITION.**

54. The fee requested by Lead Counsel would compensate Lead Counsel for its efforts in achieving the Settlement for the benefit of the Class and for its risk in undertaking this representation on a contingency basis. The fee requested is within the range of fees awarded under similar circumstances in litigation of this type. The Court will determine the amount of the award.

#### **HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?**

55. The Court has certified this action as a class action. If you purchased or otherwise acquired Suprema common stock during the period from September 27, 2000, through and including December 21, 2001, and you are not excluded by the definition of the Class and do not elect to exclude yourself, then you are a Class Member and you will be bound by the proposed Settlement provided for in the Stipulation, in the event it is approved by the Court, and you will be bound by any judgment or determination of the Court affecting the Class now and in the future. Unless otherwise provided by the Court, any Class Member who fails to submit a Claim Form postmarked no later than April 10, 2008, shall be forever barred from receiving any payments pursuant to the Settlement set forth in the Stipulation but will in all other respects be subject to the provisions of the Stipulation, including the terms of any judgments entered and the releases given.

56. If you wish to remain a Class Member, you may be eligible to share in the proceeds of the Settlement, provided that you timely submit an acceptable Claim Form. The Claim Form must be supported by such documents as specified in the Claim Form. The Claim Form is enclosed. Extra copies of the Claim Form may be obtained from the Claims Administrator at the website noted below or downloaded from Lead Counsel's website at [blbglaw.com](http://blbglaw.com).

57. The Court may disallow or adjust the claim of any Class Member. The Court also may modify the Plan of Allocation without further notice to the Class. Payments pursuant to the Plan of Allocation, as approved by the Court, will be conclusive against all Authorized Claimants. No Person shall have any claim against Lead Plaintiff, Lead Counsel, or the Claims Administrator, or any other agent designated by Lead Counsel, based on the distributions made substantially in accordance with the Stipulation and the Settlement, the Plan of Allocation, or further orders of the Court. Each Authorized Claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the District of New Jersey with respect to his, her, or its Claim Form.

58. As a Class Member, you are represented by Lead Plaintiff and Lead Counsel unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file an appearance on your behalf and must serve copies of such appearance on the attorneys listed in the section entitled "WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?" below.

59. If you do not wish to remain a Class Member, you may exclude yourself from the Class by following the instructions in the section entitled "WHAT IF I DO NOT WANT TO BE A PART OF THE CLASS AND THE SETTLEMENT? HOW DO I EXCLUDE MYSELF?" below.

60. If you object to the Settlement or any of its terms, the proposed Plan of Allocation, or the Attorneys' Fee Petition, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in the section entitled "WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?" below.

**WHAT IF I DO NOT WANT TO BE A PART OF THE CLASS AND THE SETTLEMENT? HOW DO I EXCLUDE MYSELF?**

61. Each Class Member will be bound by all determinations and judgments in this lawsuit, including those concerning the Settlement, whether favorable or unfavorable, unless such Person mails, by First-Class Mail, a written Request for Exclusion from the Class, addressed to Suprema Specialties, Inc., Securities Litigation, **EXCLUSIONS, Claims Administrator, c/o A.B. Data, Ltd., Post Office Box 170500, Milwaukee, WI 53217, postmarked no later than March 3, 2008**. You will not be able to exclude yourself from the Class after that date. Each Request for Exclusion must set forth the name and address of the person or entity requesting exclusion; must state that such Person "requests exclusion from the Class in *In re Suprema Specialties, Inc., Securities Litigation*, Master File No. 02-168 (WHW)"; must be signed by such Person; and must provide a telephone number and documentation verifying membership in the Class, including all purchases and sales of Suprema common stock during the Class Period (including each date of acquisition, purchase, and sale and each price and amount paid and/or received). Requests for Exclusion will not be valid if they are not made within the time and manner stated above, unless the Requests for Exclusion are otherwise accepted by the Court.

62. If a Class Member requests to be excluded from the Class, that Class Member will not receive any benefit provided for in the Stipulation.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?  
DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?**

**If you do not wish to object to the proposed Settlement, the Attorneys' Fee Petition, and/or the proposed Plan of Allocation, you need not attend the Final Approval Hearing.**

63. The Final Approval Hearing will be held on March 17, 2008, at 10:00 a.m. before the Honorable William H. Walls at the United States District Court for the District of New Jersey, 50 Walnut Street, Courtroom 4D, Newark, New Jersey 07101. The Court reserves the right to approve the Settlement at or after the Final Approval Hearing with such modifications as may be consented to by the parties to the Stipulation and without further notice to the members of the Class.

64. Any Class Member who does not request exclusion postmarked no later than March 3, 2008, may appear at the Final Approval Hearing and be heard on any of the matters to be considered at the hearing, provided, however, that no such Person shall be heard unless his, her, or its objection or opposition is made in writing and is filed, together with copies of all other papers (including proof of all purchases and sales of Suprema common stock during the Class Period) and briefs, with the Clerk's Office of the United States District Court for the District of New Jersey, 50 Walnut Street, Room 4015, Newark, NJ 07101 on or before March 3, 2008, and is sent for receipt no later than March 3, 2008, to each of the following:

**Lead Counsel for the Class**

BERNSTEIN LITOWITZ BERGER  
& GROSSMANN LLP  
Jeffrey N. Leibell, Esq.  
Mark Lebovitch, Esq.  
Matthew C. Moehlman, Esq.  
1285 Avenue of the Americas  
New York, NY 10019

**Counsel for Defendants**

EDWARDS ANGELL PALMER & DODGE LLP  
Ira G. Greenberg, Esq.  
750 Lexington Avenue  
New York, NY 10022

SULLIVAN & CROMWELL LLP  
William J. Snipes, Esq.  
Keith Levenberg, Esq.  
125 Broad Street  
New York, NY 10004

PEPPER HAMILTON LLP  
Robert L. Hickok, Esq.  
Christopher J. Huber, Esq.  
3000 Two Logan Square  
Eighteenth and Arch Streets  
Philadelphia, PA 19103



65. The filing must demonstrate your membership in the Class, including the number of shares of Suprema common stock purchased or otherwise acquired and the number of shares sold during the Class Period and the price(s) paid and received, and must state the basis for your objection to any matter before the Court. Only Class Members who have submitted their position in this manner will be entitled to be heard at the Final Approval Hearing, unless the Court orders otherwise. You may file an objection without having to appear at the Final Approval Hearing. Class Members who approve of the Settlement need not appear at the Final Approval Hearing.

66. Attendance at the Final Approval Hearing is not necessary; however, Persons wishing to be heard orally in opposition to the approval of the Settlement, the proposed Plan of Allocation, and/or the Attorneys' Fee Petition are required to notify the above counsel in advance of the hearing. Persons who intend to object to the Settlement, the proposed Plan of Allocation, and/or the Attorneys' Fee Petition and desire to present evidence at the Final Approval Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Final Approval Hearing.

67. The Final Approval Hearing may be delayed from time to time by the Court without further written notice to the Class. If you intend to attend the Final Approval Hearing, you should confirm the date and time with Lead Counsel.

**Unless otherwise ordered by the Court, any Class Member who does not object in the manner described herein will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the Attorneys' Fee Petition, and/or the proposed Plan of Allocation. Class Members do not need to appear at the hearing or take any other action to indicate their approval.**

**WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?**

68. If you purchased or otherwise acquired Suprema common stock during the Class Period for the beneficial interest of a Person or organization other than yourself, you are directed to send a copy of this Notice and the Claim Form to the beneficial owner of the shares postmarked no later than fourteen (14) days from the date of this Notice or to provide the names and addresses of such persons no later than fourteen (14) days from the date of this Notice to Suprema Specialties, Inc., Securities Litigation, Claims Administrator, c/o A.B. Data, Ltd., ATTENTION FULFILLMENT, Post Office Box 170500, 4057 North Wilson Drive, Milwaukee, WI 53211, in which case the beneficial owner will be sent a copy of the Notice. Lists of beneficial owners may also be forwarded by fax to (414) 963-7950 or by email to [fulfillment@abdatalawserve.com](mailto:fulfillment@abdatalawserve.com). Upon full compliance with these directions, such nominees may seek reimbursement of their documented reasonable expenses actually incurred in complying herewith by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Claim Form may also be obtained from the Claims Administrator's website [abdatalawserve.com](http://abdatalawserve.com) or by calling toll-free (866) 561-6065 or may be downloaded from Lead Counsel's website at [blbglaw.com](http://blbglaw.com).

**MAY I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

69. This Notice contains only a summary of the terms of the proposed Settlement. For a more detailed statement of the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Clerk's Office of the United States District Court for the District of New Jersey, 50 Walnut Street, Room 4015, Newark, New Jersey 07101.

70. All inquiries concerning this Notice or the Claim Form should be directed to:

**SUPREMA SPECIALTIES, INC., SECURITIES LITIGATION  
CLAIMS ADMINISTRATOR  
c/o A.B. DATA, LTD.  
POST OFFICE BOX 170500  
MILWAUKEE, WI 53217  
(866) 778-9470**

**OR**

**BERNSTEIN LITOWITZ BERGER  
& GROSSMANN LLP  
JEFFREY N. LEIBELL, ESQ.  
MARK LEOVITCH, ESQ.  
MATTHEW C. MOEHLMAN, ESQ.  
1285 AVENUE OF THE AMERICAS  
NEW YORK, NY 10019**

**Lead Counsel for the Class**

**DO NOT CALL OR WRITE THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.**

Dated: December 12, 2007

By Order of the Clerk of the Court  
United States District Court  
for the District of New Jersey