

IN RE CARIBOU COFFEE COMPANY, INC.
SHAREHOLDER LITIGATION

Lead Case No. 27-CV-12-24893

The Honorable Laurie J. Miller

This Document Related to:

ALL ACTIONS

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED CLASS ACTION DETERMINATION,
PROPOSED SETTLEMENT OF CLASS ACTION,
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

TO: ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF COMMON STOCK OF CARIBOU COFFEE COMPANY, INC. ("CARIBOU") AT ANY TIME DURING THE PERIOD BEGINNING ON AND INCLUDING NOVEMBER 19, 2012 THROUGH AND INCLUDING JANUARY 24, 2013, THE DATE OF THE FILING OF THE CERTIFICATE OF MERGER WHEREBY CARIBOU WAS ACQUIRED BY JAB BEECH INC. AND PINE MERGER SUB INC. FOR \$16.00 PER SHARE IN CASH FOR EACH SHARE OF CARIBOU COMMON STOCK

THIS NOTICE HAS BEEN SENT TO YOU PURSUANT TO AN ORDER OF THE DISTRICT COURT COUNTY OF HENNEPIN STATE OF MINNESOTA PLEASE READ ALL OF THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT OR PURSUING THE RELEASED CLAIMS (AS DEFINED HEREIN).

IF YOU HELD OR TENDERED THE COMMON STOCK OF CARIBOU FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

I. PURPOSE OF NOTICE

The purpose of this Notice is to inform you of the proposed settlement (the "Settlement") of the above-captioned lawsuit (the "Action") pending in the District Court of the Fourth Judicial District, Hennepin County, Minnesota (the "Court"). The complete terms of the Settlement are set forth in the Stipulation and Agreement of Compromise, Settlement and Release ("Stipulation"), which has been filed with the Court, can be viewed at http://www.zlk.com/#page_ne on the home page "News" section. This Notice also informs you of the Court's certification of the Class (as defined below) for purposes of the Settlement and your right to participate in a hearing to be held on September 26, 2014, at 9:00 a.m. Central Time, before the Court at the District Court of the Fourth Judicial District, Hennepin County, 300 South 6th Street, Minneapolis, Minnesota, 55487, Courtroom 1756 ("Settlement Hearing") to (a) determine whether the Court should approve the Settlement as fair, reasonable, adequate; (b) determine whether the law firm of Robbins Geller Rudman Dowd LLP ("Robbins Geller") ("Lead Counsel" or "Class Counsel") has adequately represented the interests of the Class in the Action; and (c) consider other matters, including a request by Plaintiffs and Class Counsel for an award of attorneys' fees expenses, and payment of a fee to one of the Plaintiffs for their participation in the Action.

The Court has determined that, for purposes of the Settlement only, the Action shall be maintained as a non-opt-out class action under Minnesota Rules of Civil Procedure 23.01, 23.02(a), and 23.02(b), by the Plaintiffs in the Action as Class representatives, on behalf of a class consisting of all record holders and beneficial owners of common stock of Caribou Coffee Company, Inc. ("Caribou") at any time during the period beginning on and including November 19, 2012 through and including January 24, 2013, the date of the filing of the certificate of the merger pursuant to the Merger Agreement with JAB Beech Inc. and Pine Merger Sub Inc. (together, "JAB") (the "Class"). The Class includes the legal representatives, heirs, successors in interest, transferees and assigns of all such foregoing holders and/or owners, immediate and remote, and excludes the Defendants and any person, trust, corporation or other entity related to or affiliated with any of them and their successors in interest.

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 will ask the Court at the Settlement Hearing to enter an Order and Final Judgment dismissing the Action with prejudice on the merits.

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 ACTIONS

The Action arises out of a merger agreement between and among Caribou and JAB pursuant to which JAB agreed to acquire all of the outstanding shares of Caribou.

On December 17, 2012, Caribou announced that, pursuant to a definitive merger agreement ("Merger Agreement"), Caribou agreed to be acquired by JAB for \$16.00 per share in cash for each share of Caribou common stock through a cash tender offer to purchase all outstanding shares of Caribou followed by a merger in which the remaining shares were to be canceled and converted into a right to receive cash (the "Transaction"). The Form 8-K that publicly discloses this event was filed on December 17, 2012, with the United States Securities and Exchange Commission ("SEC") and is hereby incorporated herein by this reference together with all other publicly filed documents that relate to the Transaction. Documents and papers filed with the SEC may be viewed at www.sec.gov and by then following prompts.

On December 21, 2012, JAB made an offer to purchase all shares of Caribou at a price of \$16.00 per share on terms and conditions set forth in an Offer to Purchase that was publicly filed with the SEC as part of JAB's Schedule TO filed publicly with the SEC (the "Tender Offer").

On December 21, 2012, Caribou filed a Solicitation and Recommendation Statement on Schedule 14D-9 ("14D-9") with the SEC.

Between December 18, 2012 and January 2, 2013, Plaintiffs Greentech Research LLC, James Randolph Richeson, Suketu Shah, Jay Schufman, Mary Arciero, Thomas McCormack, Delmar Bishop, and Ryan David Harrigill (together "Plaintiffs"), as shareholders of Caribou, filed or served various lawsuits in the Fourth Judicial District Court of Hennepin County, Minnesota alleging, among other things, that Caribou and its Board of Directors breached their fiduciary duties in connection with the consideration and approval of the Transaction, and that JAB aided and abetted those alleged breaches of fiduciary duty. These actions were consolidated into the Action by Order of the Court dated December 31, 2012.

On December 21, 2012, Chief Judge Abrams entered an Order companioning the actions that had been filed and would be filed that related to the Transaction. The State Court's Order is incorporated herein by this reference.

Between December 21, 2012 and December 27, 2012, Plaintiffs filed Motions to, *inter alia*, consolidate the cases, appoint a leadership structure and expedite proceedings in connection with Plaintiffs' efforts to preliminarily enjoin the Tender Offer.

Between December 27, 2012 and December 31, 2012, the parties in the Litigation conferred regarding consolidation, a leadership structure, expedited proceedings, and a confidentiality agreement, and then jointly presented Judge Meyer with agreed proposed Orders on these issues.

On December 31, 2012, Judge Meyer entered Orders, *inter alia*, consolidating Plaintiffs' actions, appointing Plaintiff James Randolph Richeson as the Lead Plaintiff and Robbins Geller Rudman & Dowd LLP ("Robbins Geller") as Lead Counsel and Reinhardt, Wendorf & Blanchfield as Liaison Counsel, setting forth a schedule regarding expedited proceedings, including a January 18, 2013 preliminary injunction hearing date, a list of documents to be produced by Defendants to Plaintiffs by January 4, 2013, and allowing plaintiffs to take the depositions of Defendants Gary A. Graves (Caribou's Chairman) and Kip R. Caffey (Caribou Director) and a representative of Caribou's financial advisor, Moelis & Company LLC ("Moelis") prior to the hearing date. Judge Meyer's Orders are incorporated herein by this reference.

On or about January 4, 2013, Defendants produced documents to Plaintiffs pursuant to Judge Meyer's Orders and a Confidentiality Agreement negotiated by the parties.

On January 7, 2013, the parties began discussions regarding Plaintiffs' demands for changes to the 14D-9 and to the Transaction, including shareholder dissenter rights in an effort to resolve the Action.

On January 10, 2013, Plaintiffs filed their motion for preliminary injunction and supporting papers.

On January 11, 2013, Plaintiffs took the deposition of John Collins of Moelis, financial advisor to Caribou for the Transaction.

On or around January 14, 2013, after difficult, extensive, detailed and very lengthy negotiations between the parties, the parties reached an agreement in principle for the settlement of the Action on certain terms and conditions, and entered into a memorandum of understanding ("MOU") setting forth the material terms of the settlement.

Pursuant to the MOU, on January 14, 2013, Caribou filed an Amended Schedule 14D-9 with the SEC containing, among other things, the additional disclosures agreed to in connection with the MOU and as reflected in Exhibit A thereto and providing modifications to the dissenters' rights provision.

On January 22, 2013, the Tender Offer closed in accordance with its terms.

On January 24, 2013, JAB acquired the remaining shares of Caribou via a "short-form" merger that closed on January 24, 2013.

The parties thereafter engaged in confirmatory discovery consisting of an additional production of documents and the depositions of three directors and/or officers of Caribou. Plaintiffs took the deposition of Gary Graves (former Chairman of the Caribou Board) on March 19, 2013, the deposition of Kip Caffey (former Caribou Director) on March 20, 2013 and the deposition of Michael Tattersfield (former President, Chief Executive Officer and Director of former Caribou) on March 21, 2013.

On April 26, 2013, Plaintiffs' counsel advised defendants' counsel that Plaintiffs did not require any further confirmatory discovery.

On or about June 24, 2013, while the Parties were negotiating the Stipulation, Defendants informed Plaintiffs that a potential conflict had been brought to their attention regarding their internal auditor, Ernst & Young.

Plaintiffs sought additional confirmatory discovery from Defendants and issued a subpoena to Ernst & Young based on this new information.

On October 7, 2013 and October 25, 2013, Ernst & Young produced documents in response to Plaintiffs' subpoena.

Plaintiffs continued to seek additional documents regarding the potential conflict after review of the Ernst & Young documents.

On January 2, 2014 Defendants filed a motion for protective order.

The motion for protective order was fully briefed and argued on January 16, 2014.

On April 10, 2014, the Court issued an Order granting Defendants' motion for protective order. After the Court issued the Order granting Defendants' motion for protective order, the parties engaged in further negotiations and reached a full settlement of the Action on the terms and conditions set forth in the Stipulation (the "Settlement"), which Settlement the parties hereto believe is in the best interests of the parties, and each of them.

All parties recognize the time and expense that would be incurred by further litigation, the uncertainties and risks inherent in such litigation, and that the interests of the parties, including the absent members of the putative class, would best be served by a settlement of the Action.

Plaintiffs and Plaintiffs' Counsel have determined that the Settlement is fair, reasonable, adequate and in the best interest of the Settlement Class (as defined herein).

Each Defendant vigorously denies any and all wrongdoing or liability with respect to all claims, events, and transactions complained of in the Action. Each Defendant specifically denies that any Litigation Disclosure as contemplated by the MOU was or is required under any applicable rule, statute, regulation or law, including both federal and state law, or that the information disclosed in the document attached as Exhibit A thereto is required to be disclosed under federal or state law. The Defendants, and each of them, believe that they have valid and good defenses to the

causes of action that were or could have been brought in the Action, and fully and completely discharged all duties including, but not limited to, any fiduciary duties. Defendants have entered into this Settlement and agreed to make Litigation Disclosures and modifications to the dissenters' rights provision solely to (i) secure and in consideration of receiving the full and complete release contemplated by this Settlement; (ii) avoid the substantial expense, burden, and risk of continued litigation; (iii) dispose of potentially burdensome and protracted litigation; and (iv) to obtain a full and final release, discharge and dismissal, with prejudice, of the claims asserted in the Action and bring the Action to a full and final resolution.

Each Defendant specifically denies having committed, or aided and abetted, any violation of law or breach of duty, including, but not limited to, breach of any duty to Caribou's shareholders.

There has been no admission or finding of facts or adjudication of liability by or against any party, and nothing herein should be construed as such.

Defendants acknowledge that the pendency and prosecution of the Action and the negotiations between Class Counsel and Defendants' counsel, in conjunction with the papers filed, discovery taken, and negotiation held in the Action, were the sole facts in the decision to make the additional disclosures.

III. SETTLEMENT AND PARTICIPATION IN THE SETTLEMENT

In consideration for the Settlement and the release of all Released Claims (see Section IV below), the Caribou Defendants agreed to make certain additional disclosures in its 14D-9 (filed with the SEC on January 14, 2013), which addressed issues identified by Plaintiffs and Class Counsel as set forth in the Complaints in the Action and raised during discussions and correspondence between Class Counsel and counsel for the Defendants. The issues raised by Plaintiffs and Class Counsel, for which Defendants have made certain additional disclosures, included, but were not limited to, the Background of the Offer, Financial Projections, and the Financial Analysis of the Company. These additional disclosures were provided to shareholders in an Amendment to the 14D-9 on January 14, 2013. A copy of the Amendment is available at:

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001332602&owner=exclude&count=40&hidefilings=0>.

Defendants also agreed that Caribou will also provide dissenters' rights modifications as follows: (a) Caribou extended the period by which Caribou shareholders may demand payment under MBCA Section 302A.473, Subd. 4(b) from within 30 days after the notice is given pursuant to MCBA Section 302A.473, Subd. 4(a) to within 60 days of said notice; and (b) Defendants will waive all rights to seek attorneys' fees in connection with a dissenters' rights proceeding pursuant to the Minnesota dissenters' rights statute, MBCA Section 302A.473, Subd. 8, from any Caribou shareholders who properly demand dissenters' rights under Minnesota law; provided, however, that Defendants reserve all rights under any other applicable law or court rules. Defendants acknowledge that the decision to make the supplemental disclosures and provide dissenters' rights modifications was a result of the prosecution of the Action and extensive arms-length negotiations between counsel for Plaintiffs and Defendants.

IV. RELEASES

The Stipulation provides that, subject to Court approval of the Settlement, (a) pursuant to Minnesota Rule of Civil Procedure 23, for good and valuable consideration, the Action shall be dismissed on the merits with prejudice as to all Defendants and against all members of the Class, and (b) all Released Claims (as defined below) shall be completely, fully, finally, and forever released, relinquished, settled, discharged, and dismissed with prejudice and without costs, as to all Released Persons. "Released Claims" means any and all claims, demands, rights, actions and causes of action (including any and all claims for costs, attorneys' fees or expenses and including any and all claims arising under federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside of the United States and including any and all claims under the Securities Act of 1933, the Securities Exchange Act of 1934 and any other provisions of the federal securities laws and any rule or regulation promulgated pursuant thereto), whether legal or equitable or any other kind, derivative or direct, known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, material or immaterial, matured or unmatured, which any of the Plaintiffs or any member of the Class ever had, now has or hereafter can, shall or may have arising from the acts, omissions or failures to act, arising out of their capacity as Caribou shareholders, whether directly, derivatively, representatively or in any other capacity against any of the Released Persons by reason of, or arising out of, or relating to, or in connection, directly or indirectly, with: (i) the facts, matters, transactions, actions or conduct that were alleged or could have been alleged in the Action; (ii) the Transaction; (iii) the Merger Agreement; (iv) any other agreements, contracts, actions or approvals relating to the foregoing; (v) the negotiations relating to the foregoing; (vi) the Tender Offer; and (vii) the 14D-9, the Schedule TO or any other disclosures made in connection with any of the foregoing, by or on behalf of the Plaintiffs in the Action and any member of the Class (or any of their legal representatives, heirs, successors in interest, transferees and assigns). Released Persons means Defendants and all of the Defendants' past or present affiliates, parents, subsidiaries, general

partners, limited partnership partners and partnerships; their respective present and former officers and directors, employees, agents, attorneys, legal counsel, advisors, insurers, accountants, trustees, members, managers, financial advisors, commercial banks, lenders, persons who provided opinions relating to the Transaction, investment bankers, associates, and representatives, and their respective heirs, executors, personal representatives, estates, administrators, successors and assigns. The Released Claims shall not include any properly perfected claim for dissenters' rights pursuant to the Minnesota Business Corporation Act or claims to enforce the Settlement. The Hennepin County District Court shall have continuing jurisdiction to enforce the terms of the Settlement.

If the Settlement becomes final, the Releases will extend to claims that the parties granting the releases, including each member of the Class (the "Releasing Persons") may not know or suspect to exist at the time of the Release, which, if known, might have affected the Releasing Person's decision to enter into this Release, accept the Settlement, or whether or how to object to the Court's approval of the Settlement. The Releasing Persons shall be deemed to relinquish, to the extent it is applicable, and to the full extent permitted by law, the provisions, rights and benefits of §1542 of the California Civil Code, 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.

In addition, the Releasing Persons shall be deemed to relinquish, to the extent they are applicable, and to the fullest extent permitted by law, the provisions, rights, and benefits of any law of any state or territory of the United States, federal law, or principle of common law, which is similar, comparable, or equivalent to section 1542 of the California Civil Code. The Releasing Persons are deemed to have settled and released fully, finally, and forever any and all claims released hereby, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts. Defendants release all claims against Plaintiffs, members of the Class, and their counsel arising out of or relating to the institution, prosecution, and resolution of the Action. The parties to the Stipulation acknowledged that the foregoing waiver was separately bargained for and is a material term of the Settlement.

V. REASONS FOR THE SETTLEMENT

Plaintiffs' Counsel has reviewed and analyzed the facts and circumstances relating to the claims asserted in the Actions, as known by Plaintiffs and Plaintiffs' Counsel to date, including by conducting numerous arm's length discussions with counsel for the Defendants, taking depositions, and analyzing numerous non-public documents produced by the Defendants, documents obtained through public sources, applicable case law, and other authorities, and consultations with independent financial experts. Based on this diligent investigation, Plaintiffs in the Action have decided to enter into a Stipulation and settle the Actions based upon the terms and conditions hereinafter set forth, after taking into account, among other things, (a) the benefits to the Class (as defined above) from the litigation of the Action and the Settlement; (b) the additional disclosures obtained for Caribou shareholders that Plaintiffs' Counsel believe provided material information that directly addressed Plaintiffs' allegations and allowed Caribou shareholders to cast a fully informed vote on the Transaction; (c) the risks of continued litigation in this Action; and (d) the conclusion reached by Plaintiffs and Class Counsel that the Settlement upon the terms and provisions set forth herein is fair, reasonable, adequate, and in the best interests of the Class (as defined above) and resulted in a material benefit to them.

Defendants have denied, and continue to deny, any wrongdoing or liability with respect to all claims, events, and transactions complained of in the Action, or to the Class, and each Defendant specifically denies that any further additional disclosure was required under any applicable rule, statute, regulation or law, or that the additional information disclosed in Exhibit A to the MOU was required to be disclosed. Defendants further deny that they engaged in any wrongdoing, that they committed any violation of law, that they breached any fiduciary duties or acted in bad faith or otherwise acted in an improper manner, and deny that any failure to act was improper, but state that they have entered into this Settlement in order to (a) avoid the substantial expense, burden, and risk of continued litigation; (b) dispose of potentially burdensome and protracted litigation; and (c) to finally put to rest and terminate the claims asserted in the Action and dispel any uncertainty that may exist as a result of the pendency of the litigation.

VI. APPLICATION FOR ATTORNEYS' FEES, AWARD, AND EXPENSES

The parties agree that throughout the course of the Action all parties and their counsel complied with the provisions of Rule 11 of the Minnesota Rules of Civil Procedure. Plaintiffs and Plaintiffs' Counsel intend to petition the Court for an award of attorneys' fees and expenses, including costs, disbursements, and expert and consultant fees.

Defendants reserve their right to oppose the application for attorneys' fees and expenses. Caribou or its successor in interest shall pay the attorneys' fees and expenses awarded by the Court pursuant to the terms of the Stipulation.

Resolution of Class Counsel's request for an award of attorneys' fees and expenses shall not be a precondition to this Settlement or to the dismissal with prejudice of the Actions. Any failure of the Court to approve a request for attorneys' fees in whole or in part shall have no impact on the effectiveness of the settlement set forth in the Stipulation. Plaintiffs and Class Counsel expressly reserve their right to seek an award of attorneys' fees and costs if the Settlement is not approved by the Court, which the Defendants may oppose.

VII. CLASS ACTION DETERMINATION

The Court has ordered that, for purposes of the Settlement only, the Action shall be maintained as a class action pursuant to Minnesota Rules of Civil Procedure 23.01, 23.02(a), and 23.02(b), with the Class defined as set forth above.

Inquiries or comments about the Settlement may be directed to the attention of Class Counsel as follows:

Cullin A. O'Brien
Robins Geller Rudman & Dowd LLP
120 East Palmetto Park Road, Suite 500
Boca Raton, FL 33432
Tel.: 561-750-3000
Plaintiffs' Lead Counsel & Class Counsel

VIII. SETTLEMENT HEARING

The Court has scheduled a Settlement Hearing, which will be held on September 26, 2014 at 9:00 a.m. Central Time, at the District Court of the Fourth Judicial District, Hennepin County, 300 South 6th Street, Minneapolis, Minnesota, 55487, Courtroom 1756, to (a) determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate; (b) determine whether an Order and Final Judgment should be entered pursuant to the Stipulation; (c) consider the application of Class Counsel for an award of attorneys' fees and expenses; (d) hear and determine any objections to the Settlement or the application of Class Counsel for an award of attorneys' fees and expenses; and (e) to rule on such other matters as the Court may deem appropriate.

The Court has reserved the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys' fees, without further notice of any kind to the Class. 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 Class.

IX. RIGHT TO APPEAR AND OBJECT

Any member of the Class who objects to any aspect of the Settlement and/or the request by Class Counsel for an award of attorneys' fees and expenses; or otherwise wishes to be heard, may file a written objection containing the reasons for the objection and may appear in person or by his or her or its attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant. If you want to appear at the Settlement Hearing, however, you must, not later than ten (10) calendar days prior to the Settlement Hearing, file with the District Court of the Fourth Judicial District, Hennepin County, 300 South 6th Street, Minneapolis, Minnesota, 55487, the following: (a) a written notice of intention to appear if you or your counsel intend to appear; (b) proof of your membership in the Class; (c) a statement of your objections to any matters before the Court; and (d) the grounds thereof or the reasons for your objections, as well as documents or writings you desire the Court to consider. Also, on or before the date you file such papers, you must serve them by hand or first class mail upon each of the following attorneys of record:

Cullin A. O'Brien
Robins Geller Rudman & Dowd LLP
120 East Palmetto Park Road, Suite 500
Boca Raton, FL 33432
Plaintiffs' Lead Counsel & Class Counsel

Frank A. Taylor
Patrick S. Williams
Briggs and Morgan, P.A.
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Counsel for the Caribou Defendants

Paul J. Lockwood
Skadden, Arps, Slate, Meagher & Flom, LLP
One Rodney Square
920 N. King Street
Wilmington, DE 19801
Counsel for JAB Defendants

Any Class member who does not object to the Settlement or the request by Class Counsel for an award of attorneys' fees or expenses need not do anything at this time.

Unless the Court otherwise directs, no person will be entitled to object to the approval of the Settlement, the Class action determination, or the judgment to be entered in the Action, or otherwise to be heard, except by serving and filing written objections 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 INJUNCTION

Pending Final Approval of the Settlement, members of the Class are barred and enjoined from asserting, commencing, prosecuting, assisting, instigating, continuing, or in any way participating in the commencement or prosecution of any action that asserts any Released Claim against any Defendants.

XI. ORDER AND FINAL JUDGMENT OF THE COURT

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

1. Approve the Settlement and adjudge the terms thereof to be fair, reasonable, and adequate to members of the Class pursuant to Minnesota Rule of Civil Procedure 23.05;
2. Authorize and direct the performance of the Settlement in accordance with the terms and conditions and reserve jurisdiction to supervise the consummation of the Settlement provided herein; and
3. Dismiss the Action, with prejudice, on the merits and release Defendants, and each of them, and all Released Person from the Released Claims.

XII. NOTICE TO THOSE HOLDING STOCK FOR THE BENEFIT OF OTHERS

Brokerage firms, banks, and/or other persons or entities who held shares of Caribou common stock for the benefit of others are directed to promptly send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such additional copies may be made to:

In re Caribou Coffee Company, Inc. Shareholder Litigation
c/o GCG
P.O. Box 10102
Dublin, OH 43017-3102

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 asserted by the parties and the terms and conditions of the Settlement, including a complete copy of the Stipulation, members of the Class are referred to the Court files in the Action. You or your attorney may examine the Court files during regular business hours of each business day at the office of the District Court of the Fourth Judicial District, Hennepin County, 300 South 6th Street, Minneapolis, Minnesota, 55487. You may also view the Stipulation and all of its exhibits at http://www.zlk.com/#page_ne on the home page "News" section. Questions or comments may be directed to Class Counsel:

Cullin A. O'Brien
Robins Geller Rudman & Dowd LLP
120 East Palmetto Park Road, Suite 500
Boca Raton, FL 33432
Tel.: 561-750-3000
Plaintiffs' Lead Counsel & Class Counsel

DO NOT WRITE OR TELEPHONE THE COURT.