

**IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

TEAMSTERS LOCAL 443 HEALTH SERVICES & INSURANCE PLAN,
Plaintiff,

v.

CLARENCE OTIS JR., MICHAEL W. BARNES, LEONARD L. BERRY,
CHRISTOPHER J. FRALEIGH, VICTORIA D. HARKER, DAVID H.
HUGHES, CHARLES A. LEDSINGER JR., WILLIAM M. LEWIS JR.,
CONNIE MACK III, MICHAEL D. ROSE, MARIA A. SASTRE, and WILLIAM
S. SIMON,

Defendants,

and

DARDEN RESTAURANTS, INC.,
Nominal Defendant.

Case No. 2014-CA-009926-O

DERIVATIVE ACTION

Case No. 2014-CA-003712-O

CLASS ACTION

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF SHAREHOLDER
ACTIONS, SETTLEMENT FAIRNESS HEARING, AND RIGHT TO APPEAR**

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

TO: (A) ALL PERSONS AND ENTITIES WHO HELD SHARES OF DARDEN RESTAURANTS, INC. ("DARDEN" OR THE "COMPANY") COMMON STOCK AT THE CLOSE OF TRADING ON MARCH 13, 2015 ("CURRENT DARDEN SHAREHOLDERS"); AND

(B) ALL PERSONS AND ENTITIES WHO HELD SHARES OF DARDEN COMMON STOCK AT ANY TIME DURING THE PERIOD FROM MARCH 19, 2014 THROUGH AND INCLUDING OCTOBER 13, 2014 (THE "CLASS PERIOD"), EXCLUDING DEFENDANTS, ANY MEMBERS OF THE IMMEDIATE FAMILY OF EACH OF THE INDIVIDUAL DEFENDANTS, AND THE LEGAL REPRESENTATIVES, AGENTS, AFFILIATES, HEIRS SUCCESSORS-IN-INTEREST, OR ASSIGNS OF ANY SUCH EXCLUDED PARTY (THE "CLASS").¹ MEMBERS OF THE CLASS ARE REFERRED TO HEREIN AS "CLASS MEMBERS."

This Notice relates to a proposed settlement (the "Settlement") of (a) the shareholder derivative action pending in the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida (the "Court") under the caption *Teamsters Local 443 Health Services & Insurance Plan v. Clarence Otis Jr., et al.*, Case No. 3024-VS-009926-O (the "Shareholder Derivative Action"); and (b) the consolidated shareholder class action pending in the Court under the caption *In re Darden Restaurants, Inc. Shareholder Litigation*, Case No. 2014-CA-003712-O (the "Shareholder Class Action," and together with the Shareholder Derivative Action, the "Shareholder Actions").

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. If you are a Current Darden Shareholder or a Class Member, your legal rights will be affected by the proposed Settlement. If the Court approves the proposed Settlement, you will be forever barred from contesting the fairness of the proposed Settlement or pursuing, as applicable, the Released Class Claims (defined below) and/or Released Derivative Claims (defined below).

Plaintiff, a Current Darden Shareholder and Class Member, filed the above-captioned actions after Darden's Board of Directors (the "Board") announced the potential separation of Red Lobster without a shareholder vote and unilaterally adopted Bylaw Amendments (as discussed and defined below) that, in Plaintiff's view, made it more difficult for Darden's shareholders to exercise their rights as shareholders to (1) vote to replace a majority of the Board without the Board's consent, (2) nominate candidates to the Board, (3) introduce shareholder proposals, (4) participate in the Company's annual meeting of shareholders, and (5) compel a special meeting of shareholders. In response, Starboard Value LP and its affiliates (collectively, "Starboard"), a Darden shareholder, solicited support from other Darden shareholders to hold a special meeting for shareholders to express their views, in an advisory vote, on the Board's

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation and Agreement of Settlement dated March 13, 2015 (the "Stipulation") by and among (a) plaintiff Teamsters Local 443 Health Services & Insurance Plan ("Plaintiff"), on behalf of itself and the Class, and derivatively on behalf of the Nominal Defendant (defined below) in the Shareholder Derivative Action (defined below); (b) defendants Clarence Otis Jr., Michael W. Barnes, Leonard L. Berry, Christopher J. Fraleigh, Victoria D. Harker, David H. Hughes, Charles A. Ledsinger, Jr., William M. Lewis Jr., Connie Mack III, Michael D. Rose, Maria A. Sastre, and William S. Simon (collectively, the "Individual Defendants"), and Darden (together with the Individual Defendants, the "Class Defendants"); and (c) Darden as the nominal defendant in the Shareholder Derivative Action (the "Nominal Defendant" and, together with the Class Defendants, "Defendants") (each Defendant and Plaintiff a "Party" and, collectively, the "Parties"). A copy of the Stipulation is available for review at www.gardencitygroup.com.

proposed Red Lobster separation. Starboard also stated that, if the Board ignored such advisory vote, it would seek to replace a majority of the Board at the next annual meeting. On May 16, 2014, Darden announced that it had agreed to sell Red Lobster in a transaction that was not conditioned on a shareholder vote. On July 28, 2014, the sale of Red Lobster closed. On October 10, 2014, Darden's shareholders elected Starboard's nominees to the Board.

On November 11, 2014, the parties entered into a memorandum of understanding in which the Board agreed to repeal the Bylaw Amendments that Plaintiff alleged improperly impeded the exercise of shareholders' core voting and franchise rights. The Board further agreed that for a period of two (2) years, the Board will submit proposed bylaw amendments relating to shareholder nominations and shareholder proposals to a shareholder vote. Moreover, the Board agreed to propose to shareholders changing the Company's charter to eliminate super-majority requirements for calling special meetings of shareholders and the removal of directors. Finally, the Board also agreed to terminate a "shareholder rights plan" or "poison pill" that made it more difficult for a hostile bidder to take over the Company. The specific terms of the Settlement consideration are set forth in ¶ 35 below.

Defendants have denied, and continue to deny, all allegations of wrongdoing, fault, liability or damage with respect to all claims asserted in the Shareholder Actions, including that they have committed any violations of law or breaches of fiduciary duty, that they have acted improperly in any way, or that they have any liability or owe any damages of any kind to Plaintiff, the members of the Class or the Company. Defendants have agreed to the Settlement solely because they consider it desirable that the Shareholder Actions be settled and dismissed with prejudice in order to, among other things, (i) eliminate the uncertainty, burden, inconvenience, expense and distraction of further litigation, and (ii) finally put to rest and terminate all of the claims that were or could have been asserted by Plaintiff, any other Current Darden Shareholder or any other Class Member against Defendants in the Shareholder Actions, or in any other action, relating to the subject matter thereof.

Both Defendants and Plaintiff believe that the Settlement provides substantial value and benefits, and is in the best interests of Darden, the Current Darden Shareholders and Class Members.

PLEASE NOTE: THERE IS NO PROOF OF CLAIM FORM FOR SHAREHOLDERS TO SUBMIT IN CONNECTION WITH THIS SETTLEMENT, AND SHAREHOLDERS ARE NOT REQUIRED TO TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

If you are a nominee who held Darden common stock for the benefit of another, please read the section below entitled "NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS."

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to inform Current Darden Shareholders and Class Members about, among other things: (a) the pendency of the Shareholder Actions; (b) the proposed Settlement, subject to Court approval, on the terms and conditions set forth in the Stipulation; (c) Current Darden Shareholders' and Class Members' rights with respect to the proposed Settlement and Lead Counsel's application for attorneys' fees and Litigation Expenses; and (d) the hearing (the "Settlement Fairness Hearing") that the Court will hold on July 8, 2015, at 9:30 a.m., at the Orange County Courthouse, 425 N. Orange Avenue, Orlando, FL 32801, at which the Court will, among other things: (i) determine whether certification of the Class should be made final; (ii) determine whether the proposed Settlement should be approved as fair, reasonable and adequate; (iii) determine whether to enter the Judgments (defined below) pursuant to the Stipulation; (iv) determine whether to approve Lead Counsel's application for an award of attorneys' fees and Litigation Expenses; (v) hear and consider any objections to the proposed Settlement or Lead Counsel's application for an award of attorneys' fees and Litigation Expenses; and (vi) consider any such other matters as the Court deems appropriate.

2. This Notice describes the rights you may have under the proposed Settlement and what steps you may, but are not required to, take in relation to the proposed Settlement. If the Court approves the proposed settlement, the Parties will ask the Court at the Settlement Fairness Hearing, among other things, to enter the Judgments (defined below) dismissing all claims asserted in the Shareholder Actions with prejudice. The Court may adjourn the Settlement Fairness Hearing without further notice. The Court also may approve the proposed Settlement, with or without modifications, to enter final judgments dismissing the Shareholder Actions with prejudice, and to order the payment of attorneys' fees and Litigation Expenses to Plaintiff's counsel without further notice.

3. If the Court certifies the Class and you are a Class Member, you will be bound by any judgment entered in the Shareholder Class Action whether or not you actually receive this Notice. You may not opt out of the Class.

WHAT IS THIS CASE ABOUT?

THE FOLLOWING DESCRIPTION OF THE SHAREHOLDER ACTIONS HAS BEEN PREPARED BY COUNSEL FOR THE PARTIES. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO SUCH MATTERS, AND THIS NOTICE IS NOT AN EXPRESSION OR STATEMENT BY THE COURT OF ANY FINDINGS OF FACT.

4. On August 22, 2012, Darden entered into the \$300 million Term Loan Agreement with various lenders and Bank of America, N.A. as administrative agent, which contained a clause generally providing, *inter alia*, that, if a majority of the Board was replaced over a twenty-four month consecutive period by new directors who were not nominated or elected by the incumbent directors, an event of default and the acceleration of Darden's obligations thereunder would result (the "Dead Hand Proxy Put").

5. Starting in June 2013, Barington Capital Group, L.P. ("Barington"), a Darden shareholder, proposed splitting Darden into two companies (one company with the mature Olive Garden and Red Lobster restaurants and another with newer, higher-growth brands),

placing Darden's real estate holdings in a separate real estate investment trust (a "REIT"), and reducing operating expenses. On December 17, 2013, Barington issued an 85-page report detailing a financial review of its proposal by financial advisor Houlihan Lokey.

6. The Board rejected Barington's proposal and, on December 19, 2013, announced its decision to separate Red Lobster from the Company, while foregoing additional acquisitions and refining management compensation. The Board informed shareholders that the sale or spin-out of Red Lobster would be concluded before the annual meeting of shareholders, and would not be subject to a shareholder vote.

7. In response, Starboard, a Darden shareholder, solicited support from other Darden shareholders to hold a special meeting for shareholders to express their views, in an advisory vote, on the Board's proposed Red Lobster separation. Starboard also stated that, if the Board ignored such advisory vote, it would seek to replace a majority of the Board at the next annual meeting.

8. On March 19, 2014, the Board adopted the Bylaw Amendments that, among other things, empowered the Chairman of the Board to unilaterally: (i) adjourn any shareholder meeting without any notice other than by announcement at the meeting; (ii) declare that no action would be taken on shareholder proposals if such proposals were purportedly (in the Chairman's determination) not made in compliance with new information requirements; and (iii) declare that no action would be taken on shareholder nominations for the Board if such nominations were not made in compliance with new information requirements that applied only to directors who were nominated by shareholders. In addition, the Bylaw Amendments empowered the Board to indefinitely postpone the annual meeting of shareholders to elect directors, absent a shareholder lawsuit to compel the Company to hold its annual meeting.

9. On April 9, 2014, Plaintiff, a Darden shareholder, filed a putative class action complaint against the Class Defendants in the Court under the caption *Teamsters Local 443 Health Services & Insurance Plan v. Clarence Otis Jr., et al.*, Case No. 2014-CA-003712-O (the "Teamsters Action"). Plaintiff's complaint raised breach of fiduciary duty claims against the Individual Defendants, based primarily on allegations that the Individual Defendants had improperly entrenched themselves through numerous actions that significantly impaired Darden shareholders' voting rights. Plaintiff sought a declaration that (1) the Bylaw Amendments were invalid, and (2) the Individual Defendants had breached their fiduciary duties to the putative class in connection with their adoption of the Bylaw Amendments.

10. On April 11, 2014, a second Darden shareholder, City of Birmingham Retirement and Relief System (the "City of Birmingham"), filed a putative class action complaint in the Court against the Class Defendants under the caption *City of Birmingham Retirement and Relief System v. Clarence Otis Jr., et al.*, Case No. 2014-CA-003865-O (the "City of Birmingham Action"), which was substantially similar to the complaint in the Teamsters Action.

11. On April 18, 2014, Plaintiff and the City of Birmingham filed a Motion for Consolidation of the Teamsters Action and the City of Birmingham Action and for Appointment of lead plaintiffs and lead counsel.

12. On April 22, 2014, Starboard delivered written requests on behalf of holders representing an aggregate of 57% of Darden's outstanding shares requesting that the Board hold a special meeting on the Board's proposal to sell or spin-off Red Lobster. The Board did not schedule a special meeting.

13. On May 2, 2014, the Court consolidated the Teamsters Action and the City of Birmingham Action and ordered that the actions thereafter proceed under the caption *In re Darden Restaurants, Inc. Shareholder Litigation*, Case No. 2014-CA-003712-O; appointed Plaintiff and the City of Birmingham as co-lead plaintiffs on behalf of the putative class in the Shareholder Class Action; and appointed the law firms of Bernstein Litowitz Berger & Grossmann LLP and Saxena White, P.A. as co-lead counsel on behalf of co-lead plaintiffs and the putative class in the Shareholder Class Action.

14. On May 16, 2014, Darden announced its entry into a definitive agreement to sell its Red Lobster business and certain other related assets and assumed liabilities to Golden Gate Capital for \$2.1 billion in cash (the "Red Lobster Transaction") in a transaction that was not conditioned on a shareholder vote.

15. On May 21, 2014, Starboard delivered a letter to the Company nominating 12 director candidates for election to the Board at the Company's 2014 annual meeting of shareholders.

16. On June 2, 2014, Plaintiff and the City of Birmingham sent the Board a litigation demand pursuant to Florida Statutes § 607.07401 (the "Litigation Demand") in which they demanded that the Board take certain action, including scheduling the 2014 annual meeting of Darden shareholders, repealing the Bylaw Amendments, and obtaining a waiver of the Dead Hand Proxy Put from the Company's lenders under the Term Loan Agreement to ensure that the Company would not default on its loan obligations in the event shareholders voted for Starboard's slate of directors at the next annual meeting.

17. On June 4, 2014, Plaintiff and the City of Birmingham filed a Consolidated Amended Class Action Complaint in the Shareholder Class Action (the "Amended Class Action Complaint") that was substantially similar to the complaints filed in the Teamsters Action and the City of Birmingham Action, but which added a third count challenging the Board's approval of the Dead Hand Proxy Put as a breach of fiduciary duty, and sought an order permanently enjoining the Class Defendants from enforcing the Bylaw Amendments and the Dead Hand Proxy Put.

18. On June 12, 2014, the Class Defendants filed a Motion to Dismiss the Amended Class Action Complaint, which motion Plaintiff and the City of Birmingham subsequently opposed.

19. On July 24, 2014, the Board adopted a resolution approving and nominating the Starboard nominees solely to avoid triggering the Dead Hand Proxy Put and similar provisions in other Darden debt documents. As a result, the Company would not default on its loan obligations in the event shareholders voted for Starboard's slate of directors at the next annual meeting.

20. On July 28, 2014, the Company closed on the Red Lobster Transaction.

21. On August 29, 2014, a letter authorized by the Board was sent rejecting the Litigation Demand on the grounds that, among other things, according to the Board, each of the actions complained of was the product of a legitimate exercise of business judgment.

22. On September 22, 2014, the City of Birmingham voluntarily dismissed its claims against the Class Defendants in the Shareholder Class Action because it was no longer a Darden shareholder.

23. On September 22, 2014, Plaintiff filed the Shareholder Derivative Action in the Court against the Individual Defendants and the Company as the Nominal Defendant, in which Plaintiff alleged that the Individual Defendants had breached their fiduciary duties to the Company and its shareholders in connection with their approval of the Red Lobster Transaction.

24. On September 24, 2014, the Court heard oral argument on the Class Defendants' Motion to Dismiss the Amended Class Action Complaint and the Plaintiff's Motion for Class Certification and advised the Parties that it would grant the Class Defendants' Motion to Dismiss the Amended Class Action Complaint on the ground that, under Florida law, the claims pleaded therein were derivative, and not direct, in nature.

25. On October 1, 2014, Plaintiff amended its complaint in the Shareholder Derivative Action (the "Amended Derivative Complaint") by adding derivative claims against the Individual Defendants for breach of fiduciary duty in connection with their approval of the Bylaw Amendments and the Dead Hand Proxy Put, and corporate waste in connection with their approval of the Red Lobster Transaction, and seeking injunctive relief, declaratory relief and damages.

26. At the annual meeting of shareholders held on October 10, 2014, Darden's shareholders elected all 12 Starboard-nominated directors. Those nominees were deemed elected to the Board following the report of the inspectors of election on October 13, 2014, and on October 16, 2014, those new directors appointed Defendant William S. Simon to the Board (collectively, the "New Board").

27. Lead Counsel and Defendants' Counsel engaged in arm's-length negotiations concerning a possible settlement of the Shareholder Actions, which culminated in an agreement in principle to settle the Shareholder Actions that was memorialized in a memorandum of understanding (the "MOU") executed on November 11, 2014. The MOU set forth, among other things, the Parties' agreement to settle the Shareholder Actions in return for the Settlement Consideration described in ¶ 35 below, subject to certain terms and conditions, including Plaintiff confirming the fairness, reasonableness and adequacy of the Settlement after the completion of due-diligence discovery to be provided by Defendants. In connection with settlement negotiations leading to the execution of the MOU, counsel for the Parties did not discuss the amount of attorneys' fees and Litigation Expenses that would be sought in any potential fee and expense application by Lead Counsel.

28. Without admitting any wrongdoing, Defendants acknowledge that the Shareholder Actions caused the Settlement Consideration embodied in the Stipulation.

29. The New Board has agreed to the Settlement because it believes that the corporate governance changes embodied in the Settlement Consideration are consistent with the New Board's pro-shareholder views and that the Settlement is in the best interests of the Company, the Current Darden Shareholders and the Class.

30. Plaintiff brought its claims in good faith and continues to believe that its claims have merit. Based upon Plaintiff's and Lead Counsel's investigation and prosecution of the Shareholder Actions, and further confirmation based on the completion of due-diligence discovery, Plaintiff and Lead Counsel have concluded that the terms and conditions of the Settlement are fair, reasonable and adequate to Plaintiff, the other members of the Class, Darden, and Current Darden Shareholders. The due-diligence discovery conducted by Lead Counsel, which included the review of over 30,000 pages of documents produced by Defendants and the deposition of Darden's former lead independent director regarding the approval of the Dead Hand Proxy Put, the adoption of the Bylaw Amendments and the Red Lobster Transaction, has confirmed Plaintiff's and Lead Counsel's belief that the Settlement is fair, reasonable and adequate, and in the best interest of Darden, Current Darden Shareholders, and the Class.

31. Plaintiff has agreed to settle and release the claims raised in the Shareholder Actions pursuant to the terms and provisions of the Stipulation, after considering (a) the substantial benefits and protections provided under the proposed Settlement; (b) the uncertain outcome, inherent delays, and significant risks of continued litigation and trial; and (c) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation.

32. On March 13, 2015, the Parties filed the Stipulation with the Court. On March 27, 2015, the Court entered Preliminary Approval Orders in connection with the Settlement which, among other things, authorized this Notice to be provided to Current Darden Shareholders and Class Members and scheduled the Settlement Fairness Hearing to consider whether to grant final approval of the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

33. If you are a Current Darden Shareholder or a Class Member, you are subject to the Settlement. As set forth on page 1 above, you are a Current Darden Shareholder if you held shares of Darden common stock at the close of trading on March 13, 2015,

and you are a Class Member if you held shares of Darden common stock at any time during the Class Period (*i.e.*, from March 19, 2014 through and including October 13, 2014) and you are not excluded from the Class by definition.²

34. **PLEASE NOTE:** The Class was preliminarily certified as a non-“opt-out” class pursuant to Rules 1.220(a), 1.220(b)(1), and 1.220(b)(2) of the Florida Rules of Civil Procedure. Accordingly, Class Members do not have the right to exclude themselves from the Class. The Court will decide whether to finally certify the Class for purposes of the Settlement at the Settlement Fairness Hearing (see ¶ 52 below).

WHAT ARE THE TERMS OF THE SETTLEMENT?

35. As consideration for the Settlement:

(a) Defendants and the New Board agreed that the Amended Class Action Complaint and the June 2, 2014 Demand Letter were factors contributing to the Board’s decision on July 24, 2014 to nominate Starboard’s director nominees solely for the purpose of avoiding triggering the event-of-default provisions in the Term Loan Agreement in the event that Starboard’s nominees were elected to the Board at the 2014 Annual Meeting;

(b) Defendants and the New Board agreed to repeal the changes to Article 1, Sections 3, 4, 7, 8, 9 and 10 of Darden’s bylaws effectuated by the Bylaw Amendments, and to make necessary changes to surrounding sections to conform to this repeal, such that the text of those Sections (except Section 7 which had already been subsequently amended by the New Board) will be identical to the text of the corresponding sections of Darden’s bylaws on March 18, 2014. This repeal of the bylaws was effectuated on November 11, 2014, and publicly disclosed by Defendants on November 13, 2014;

(c) Defendants and the New Board agreed that, for a period of two years from the Effective Date of the Settlement, Darden shall obtain shareholder approval of a majority of Darden shares present and eligible to vote (*i.e.*, votes in favor must exceed the total of votes against plus abstentions) at a duly called shareholder meeting in order to effectuate any of the following:

(i) an amendment of Darden’s bylaws related to shareholder nominations or shareholder proposals. For avoidance of doubt, the Board can, without requiring shareholder approval, repeal the Bylaw Amendments referenced in sub-paragraph (b) above; or

(ii) an amendment of Darden’s bylaws in a manner that would create any new supermajority provisions, impair or limit the shareholders’ right to call special meetings, or otherwise materially impede the exercise of Darden shareholders’ voting rights;

(d) Defendants and the New Board agreed to terminate Darden’s existing shareholder rights plan;

(e) Defendants and the New Board agreed to permit Darden’s shareholders to vote at the 2015 Annual Meeting on a proposal to amend Article 11(b) of the Company’s Articles of Incorporation to reduce from 50% to 10% the percentage of outstanding shares necessary to call a special meeting; and

(f) Defendants and the New Board agreed to permit Darden’s shareholders to vote at the 2015 Annual Meeting on a proposal to amend the Company’s charter so as to remove the requirement that, before directors may be removed or certain provisions of the Company’s charter may be amended, a supermajority (*i.e.*, 66 $\frac{2}{3}$ %) of Darden’s shareholders must approve the action (together with sub-paragraphs (a)-(e) above, the “Settlement Consideration”).

REASONS FOR THE SETTLEMENT

36. Plaintiff and Lead Counsel believe that the Shareholder Actions successfully restored the core voting and franchise rights of Darden shareholders, while providing significant future protections and relief. Plaintiff brought the Shareholder Actions to challenge Bylaw Amendments that it believed were improperly enacted to disenfranchise Darden shareholders in the face of a pending proxy contest seeking to oust the Board, thereby impeding shareholders’ fundamental voting rights and proposal rights. Under the terms of the Settlement, the New Board agreed to repeal the Bylaw Amendments that Plaintiff alleged improperly impeded the exercise of shareholders’ core voting and franchise rights, including the amendments that empowered the Chairman of the Board to unilaterally adjourn any shareholder meeting without any notice, declare that no action would be taken on shareholder proposals or on shareholder nominations for the Board if such proposals or nominations were not made in compliance with new disclosure requirements, and the new disclosure requirements themselves. The New Board also agreed to repeal the Bylaw Amendment that empowered the Board to indefinitely postpone the annual meeting of shareholders to elect directors, absent a shareholder lawsuit to compel the Company to hold its annual meeting. The New Board further agreed that for a period of two (2) years, the Board will submit proposed bylaw amendments relating to shareholder nominations and shareholder proposals to a shareholder vote. Moreover, the New Board agreed to propose to shareholders changing the Company’s charter to eliminate super-majority requirements for calling special meetings of shareholders and the removal of directors. Finally, the New Board also agreed to terminate a “shareholder rights plan” or “poison pill”

² Excluded from the Class by definition are Defendants, any members of the Immediate Family of each of the Individual Defendants, and the legal representatives, agents, affiliates, heirs, successors-in-interest, or assigns of any such excluded party.

that made it more difficult for a hostile bidder to take over the Company. The specific terms of the Settlement Consideration are set forth in ¶ 35 above.

37. Plaintiff and Lead Counsel were further mindful of the fact that, although Plaintiff and Lead Counsel believe that the claims asserted had merit, the Court could have eventually entered judgment in favor of the Defendants dismissing Plaintiff's claims prior to or after trial by finding, among other things, that the Individual Defendants did not breach their fiduciary duties by agreeing to the Dead Hand Proxy Put or by adopting the Bylaw Amendments, and that the Individual Defendants did not breach their fiduciary duties by agreeing to the Red Lobster Transaction. Plaintiff and Lead Counsel also considered the expense and length of continued proceedings necessary to pursue the claims asserted through trial, as well as the uncertainty of appeals, and the fact that the relief provided for in the Settlement may not have been able to be achieved through judicial resolution.

38. Plaintiff alleged that the Dead Hand Proxy Put provision in the Term Loan Agreement deterred Darden shareholders from nominating directors and supporting the director nominees of other shareholders by including the election or appointment of such nominees constituting a majority of the Board as an event of default. As a result of the prosecution of the Shareholder Class Action and the Settlement reached herein, Darden shareholders were able to vote for their chosen candidates to the Board without risk of hundreds of millions of dollars of the Company's debt suddenly accelerating. Further, as a result of the prosecuting of the Shareholder Actions and the Settlement reached herein, the Bylaw Amendments that, Plaintiff alleged, had infringed on shareholders' voting rights have been repealed.

39. Plaintiff and Plaintiff's Counsel believe that the Settlement confers significant and meaningful benefits to Current Darden Shareholders and Class Members, including the full affirmation and restoration of the voting rights of Current Darden Shareholders and Class Members. As a result of the Shareholder Actions and the Settlement, Current Darden Shareholders and Class Members have been and are able to exercise their voting rights without the risks and restrictions that, Plaintiff alleged, the Dead Hand Proxy Put and Bylaw Amendments imposed. In addition, as a result of the Settlement, if it is approved by the Court, (i) for a period of two years from the effective date of the Settlement, shareholder approval is required for any amendment to Darden's bylaws related to shareholder nominations or shareholder proposals, as well as any amendment to Darden's bylaws that would implicate shareholder voting rights as discussed above in ¶ 35; (ii) the New Board will terminate Darden's "poison pill" shareholder rights plan; (iii) Darden's shareholders will be able to vote to reduce from 50% to 10% the percentage of outstanding shares required to call a special meeting; and (iv) Darden's shareholders will be able to vote to repeal a requirement that a 66 2/3% supermajority of outstanding shares is required to remove directors or amend certain provisions of Darden's charter.

40. In light of the valuable benefits provided under the Settlement, Plaintiff and Lead Counsel have determined that the proposed Settlement is fair, reasonable and adequate to the Class and the Company. In the view of Plaintiff and Lead Counsel, the Settlement provides substantial immediate benefits without the risk that continued litigation could result in obtaining similar or lesser relief for the Class or the Company after continued extensive and expensive litigation, including trial and the appeals that were likely to follow.

41. Defendants have denied, and continue to deny, all allegations of wrongdoing, fault, liability or damage with respect to all claims asserted in the Shareholder Actions, including that they have committed any violations of law or breaches of fiduciary duty, that they have acted improperly in any way, or that they have any liability or owe any damages of any kind to Plaintiff, the members of the Class or the Company. Defendants have agreed to the Settlement solely because they consider it desirable that the Shareholder Actions be settled and dismissed with prejudice in order to, among other things, (i) eliminate the uncertainty, burden, inconvenience, expense and distraction of further litigation, and (ii) finally put to rest and terminate all of the claims that were or could have been asserted by Plaintiff, any other Current Darden Shareholder or any other Class Member against the Defendants in the Shareholder Actions, or in any other action, relating to the subject matter thereof. The New Board has agreed to the Settlement because it believes that the corporate governance changes embodied in the Settlement Consideration are consistent with the New Board's pro-shareholder views and that the Settlement is in the best interests of the Company, the Current Darden Shareholders and the Class.

WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

42. If the Settlement of the Shareholder Derivative Action is approved, the Court will enter a judgment in the Shareholder Derivative Action (the "Derivative Judgment"). Pursuant to the Derivative Judgment, upon the Effective Date of the Settlement, the Shareholder Derivative Action will be dismissed with prejudice and the following releases will occur in the Shareholder Derivative Action:

Release of Claims by Plaintiff and Darden: Plaintiff shall be deemed to have, and by operation of law and of the Derivative Judgment shall have, fully, finally and forever discharged, dismissed with prejudice, settled, and released its right to assert derivatively on behalf of Darden, and Darden shall be deemed to have, and by operation of law and of the Derivative Judgment shall have, fully, finally and forever directly discharged, dismissed with prejudice, settled, and released, each and every Released Derivative Claim against the Defendants and the other Defendants' Releasees, and Plaintiff shall forever be enjoined from prosecuting derivatively on behalf of Darden, and Darden shall forever be enjoined from prosecuting directly, any or all of the Released Derivative Claims (defined below) against any of the Defendants' Releasees (defined below).

"Released Derivative Claims" means all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, defenses, counterclaims, offsets, fees, expenses, costs, matters and issues of any kind or nature whatsoever, whether contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, including known claims and Unknown Claims (defined below), that (i) were asserted in the Amended Derivative Complaint or any other complaint filed in the Shareholder Derivative Action; or (ii) could have been or in the future could or might be asserted derivatively on behalf of Darden in any court, tribunal or proceeding (including, but not limited to, any claims arising

under federal or state statutory or common law relating to breach of care or breach of loyalty), which have arisen, could have arisen, arise now, or hereafter arise out of or are based upon the allegations, facts, events, acquisitions, matters, acts, occurrences, statements, representations, misrepresentations, omissions, or any other matter, thing or cause whatsoever, or any series thereof, involved, set forth, or referred to in the Amended Derivative Complaint or any other complaint filed in the Shareholder Derivative Action, including any claims that could have been brought derivatively on behalf of Darden arising out of or based upon: (a) the fiduciary obligations of any of the Defendants or any other Defendants' Releasees in connection with the Bylaw Amendments, the Dead Hand Proxy Put, or the Red Lobster Transaction or any negotiations in connection therewith; (b) any alleged aiding or abetting of any breaches of fiduciary duty in connection with the negotiation of, the terms of, or the consummation of the Red Lobster Transaction; or (c) any alleged improper personal benefit, conflict of interest, improper payments of any remuneration or employment benefits to any individual made in connection with the Bylaw Amendments, the Dead Hand Proxy Put, or the Red Lobster Transaction; provided, however, that the Released Derivative Claims shall not include any claim relating to the enforcement of this Stipulation or the Settlement. For the avoidance of doubt, the Released Derivative Claims do not include any direct claims of any Darden shareholder, including any claims based on or arising under the federal or state securities laws.

"Defendants' Releasees" means Defendants and their respective Immediate Family members, parent entities, associates, affiliates, or subsidiaries, and each and all of their respective past, present, or future officers, directors, agents, representatives, employees, attorneys, advisors (including financial or investment advisors), consultants, accountants, investment bankers, commercial bankers, insurers, co-insurers, and reinsurers, trustees, general or limited partners or partnerships, limited liability companies, members, heirs, executors, estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, transferees, and assigns, whether or not any such persons or entities were named, served with process, or appeared in the Shareholder Actions.

"Unknown Claims" means any Released Derivative Claims which Plaintiff or Darden does not know or suspect to exist in its favor at the time of the release of such claims, any Released Class Claims which 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 such claims, and any Released Defendants' Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiff and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Judgments shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil 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.

Plaintiff and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

43. If the settlement of the Shareholder Class Action is approved, the Court will enter a judgment in the Shareholder Class Action (the "Class Judgment," and together the Derivative Action Judgment, the "Judgments"). Pursuant to the Class Judgment, upon the Effective Date of the Settlement, the Shareholder Class Action will be dismissed with prejudice and the following releases will occur in the Shareholder Class Action:

Release of Claims by Plaintiff and the other Class Members: Plaintiff and each of the other Class Members, on behalf of themselves and any and all of their respective successors-in-interest, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under any of them in their capacities as such, shall be deemed to have, and by operation of law and of the Class Judgment shall have, fully, finally and forever discharged, dismissed with prejudice, settled, and released each and every Released Class Claim (defined below) against the Class Defendants and the other Defendants' Releasees (defined above), and shall forever be enjoined from commencing, prosecuting, instigating, or in any way participating in or promoting the commencement or prosecution of any or all of the Released Class Claims against any of the Defendants' Releasees.

"Released Class Claims" means all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, defenses, counterclaims, offsets, fees, expenses, costs, matters and issues of any kind or nature whatsoever, whether contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, including known claims and Unknown Claims (defined above), that (i) were asserted in the Amended Class Action Complaint or any other complaint filed in the Shareholder Class Action or (ii) could have been or in the future could or might be asserted by any member of the Class in any court, tribunal or proceeding (including, but not limited to, any claims arising under federal or state statutory or common law relating to breach of care or breach of loyalty) which arise out of or are based upon the Class Member's ownership of Darden common stock during the Class Period and which have arisen, could have arisen, arise now, or hereafter arise out of or are based upon the allegations, facts, events, acquisitions, matters, acts, occurrences, statements, representations, misrepresentations, omissions, or any other matter, thing or cause whatsoever, or any series thereof, involved, set forth, or referred to in the Amended Class Action Complaint or any other complaint filed in the Shareholder Class Action, including any claims that could have been brought by any member of the Class which arise out of or are based upon the ownership of Darden common stock during the Class Period and: (a) the fiduciary obligations of any of the Defendants or any other Defendants' Releasees in connection with the Bylaw Amendments, the Dead Hand Proxy Put, or the Red Lobster

Transaction or any negotiations in connection therewith; (b) any alleged aiding or abetting of any breaches of fiduciary duty in connection with the negotiation of, the terms of, or the consummation of the Red Lobster Transaction; or (c) any alleged improper personal benefit, conflict of interest, improper payments of any remuneration or employment benefits to any individual made in connection with the Bylaw Amendments, the Dead Hand Proxy Put, or the Red Lobster Transaction; provided, however, that the Released Class Claims shall not include any claim relating to the enforcement of this Stipulation or the Settlement, and further provided that the Released Class Claims do not include any claims based on or arising under the federal or state securities laws.

44. Pursuant to the Judgments, upon the Effective Date of the Settlement, the following release of claims by Defendants will occur in the Shareholder Derivative Action and the Shareholder Class Action:

Release of Claims by Defendants: Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, affiliates and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Defendants' Claim (defined below) against Plaintiffs and the other Plaintiffs' Releasees (defined below), and shall forever be barred from instituting, commencing or prosecuting any or all of the Released Defendants' Claims against any of the Plaintiffs' Releasees.

"Released Defendants' Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims (defined above), whether arising under state, local, foreign, federal, statutory, regulatory, common or other law or rule, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Shareholder Actions against the Defendants. Released Defendants' Claims do not include any claims relating to the enforcement of the Settlement.

"Plaintiff's Releasees" means Plaintiff, all other members of the Class, and their respective Immediate Family members, parent entities, associates, affiliates, or subsidiaries, and each and all of their respective past, present, or future officers, directors, agents, representatives, employees, attorneys, advisors (including financial or investment advisors), consultants, accountants, investment bankers, commercial bankers, insurers, co-insurers, and reinsurers, trustees, general or limited partners or partnerships, limited liability companies, members, heirs, executors, estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, transferees, and assigns.

45. Pending final determination of whether the Settlement should be approved, all proceedings in the Shareholder Actions, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, have been stayed and suspended. By Orders of the Court, pending final determination by the Court of whether the Settlement should be approved, (i) Plaintiff and all other Current Darden Shareholders are barred and enjoined from commencing, instituting or prosecuting, derivatively on behalf of Darden, any of the Released Derivative Claims against any of the Defendants' Releasees; and (ii) Plaintiff and all other Class Members are barred and enjoined from instituting, commencing or prosecuting any of the Released Class Claims against any of the Defendants' Releasees.

HOW WILL THE ATTORNEYS BE PAID?

46. Plaintiff's Counsel³ have not received any payment for their services in pursuing the claims asserted in the Shareholder Actions, nor have Plaintiff's Counsel been reimbursed for their Litigation Expenses. Lead Counsel have worked with a corporate governance expert in order to craft a settlement demand with remedial measures that, in the view of Plaintiff and Plaintiff's Counsel, were specifically designed to restore and enhance the Darden shareholders' core franchise and voting rights, and to ensure that the terms of the Settlement do restore and enhance Darden shareholders' core franchise and voting rights.

47. Plaintiff's Counsel invested their own resources pursuing the Shareholder Actions on a contingency basis, meaning they would recover their expenses and be compensated for their time only if they created benefits through the Shareholder Actions. Based on what Plaintiff and Plaintiff's Counsel believe to be the restoration and improvement of the Darden shareholders' core franchise and voting rights, as well as the withdrawal of Darden's shareholder rights' plan (the poison pill) and proposed modifications to the charter to remove super majority requirements, Lead Counsel intends to seek an award of attorneys' fees and expenses that will not exceed \$4 million, including any litigation and expert expenses. Defendants have agreed that Plaintiff's Counsel are entitled to an award of fees, but they reserve the right to oppose the amount of any fee request and they do not endorse Lead Counsel's views of the value of the benefits of the Settlement.

48. Plaintiff and Plaintiff's Counsel believe that the Settlement confers significant and meaningful benefits to Current Darden Shareholders and Class Members. Following a thorough investigation by Plaintiff and Lead Counsel, Plaintiff initiated litigation alleging that the Term Loan Agreement and its Dead Hand Proxy Put provision, the Bylaw Amendments, and other actions taken by Defendants improperly and impermissibly infringed on the voting rights of Darden's shareholders. Specifically, Plaintiff contended among other things that the Dead Hand Proxy Put deprived Darden shareholders of their right to install directors of their choice on the Board; and that the Bylaw Amendments imposed unduly onerous conditions on shareholders seeking to nominate Board candidates, submit shareholder proposals, and/or hold special meetings of shareholders, further infringing the voting rights of Darden's shareholders.

49. Plaintiff and Plaintiff's Counsel believe that, as a result of the Settlement of the Shareholder Actions, the rights of Current Darden Shareholders and Class Members have been fully affirmed and restored. Plaintiff and Plaintiff's Counsel further believe that, as

³ "Plaintiff's Counsel" consist of Lead Counsel and the law firms of Saxena White, P.A. and Hach Rose Schirripa & Cheverie LLP.

a result of the Shareholder Actions and the Settlement, Current Darden Shareholders and Class Members have been and are able to exercise their voting rights without the risks and restrictions that the Term Loan Agreement, Dead Hand Proxy Put, and Bylaw Amendments imposed.

50. Moreover, Plaintiff and Plaintiff's Counsel believe that the Settlement has conferred additional, valuable benefits on Current Darden Shareholders and Class Members. Specifically, as a result of the Settlement, if it is approved by the Court (i) for a period of two years from the effective date of the settlement, shareholder approval will be required for any amendment to Darden's bylaws related to shareholder nominations or shareholder proposals, as well as any amendment to Darden's bylaws that would implicate shareholder voting rights as discussed above in ¶ 35; (ii) Defendants and the New Board will terminate Darden's "poison pill" shareholder rights plan; (iii) Darden's shareholders will be able to vote to reduce from 50% to 10% the percentage of outstanding shares required to call a special meeting; and (iv) Darden's shareholders will be able to vote to repeal a requirement that a 66 2/3% supermajority of outstanding shares is required to remove directors or amend certain provisions of Darden's charter.

51. Defendants acknowledge Plaintiff's Counsel's right to an award of attorneys' fees and expenses, but reserve their objections to any amount sought. The Court will determine the amount of any fee and expense award to Plaintiff's Counsel (the "Fee and Expense Award"). The full amount of any Fee and Expense Award shall be paid by Darden, its successor-in-interest, or their insurers. Current Darden Shareholders, Class Members and the Individual Defendants are not personally liable for any such fees or expenses.

<p style="text-align: center;">WHEN AND WHERE WILL THE SETTLEMENT FAIRNESS HEARING BE HELD? DO I HAVE THE RIGHT TO APPEAR AT THE SETTLEMENT FAIRNESS HEARING?</p>

52. The Court will consider the Settlement and all matters related to the Settlement at the Settlement Fairness Hearing. The Settlement Fairness Hearing will be held before The Honorable Alice L. Blackwell, Circuit Judge, on July 8, 2015, at 9:30 a.m., at the Orange County Courthouse, 425 N. Orange Avenue, Orlando, FL 32801. At the Settlement Fairness Hearing, the Court will, among other things: (a) determine whether certification of the Class should be made final; (b) determine whether the Settlement should be approved as fair, reasonable and adequate; (c) determine whether to enter the Judgments pursuant to the Stipulation; (d) determine whether to approve Lead Counsel's application for an award of attorneys' fees and Litigation Expenses; (d) hear and consider any objections to the Settlement or Lead Counsel's application for an award of attorneys' fees and Litigation Expenses; and (f) consider any such other matters as the Court deems appropriate.

53. Any Class Member, or any Current Darden Shareholder who continues to hold his, her or its shares of Darden common stock as of the date of the Settlement Fairness Hearing, may object to the Settlement or Lead Counsel's application for an award of attorneys' fees and Litigation Expenses. Objections must be in writing and must be filed, together with copies of all other papers and briefs supporting the objection, with the Office of the Clerk of the Court at the address set forth below on or before June 23, 2015. Objections must also be served on Lead Counsel and representative counsel for Defendants (by hand or overnight delivery) at the addresses set forth below so that the objection is **received** on or before June 23, 2015.

Clerk's Office

Clerk of the Court
Orange County Courthouse
425 N. Orange Avenue
Orlando, FL 32801

Lead Counsel

Jeroen van Kwawegen, Esq.
Bernstein Litowitz Berger & Grossmann LLP
1285 Avenue of the Americas
New York, NY 10019

Representative Counsel for Defendants

Michael C. Marsh, Esq.
Megan Costa DeVault, Esq.
Akerman, LLP
Post Office Box 231
Orlando, FL 32802-0231

Eric M. Roth, Esq.
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019

54. Any objections, filings and other submissions: (a) must state the name, address and telephone number of the person or entity objecting and, in represented by counsel, his, her or its counsel, and must be signed by the objector; (b) must contain a written, specific statement of the Class Member's or Current Darden Shareholder's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; (c) for Class Members, must include documentation sufficient to prove that the objector held Darden common stock during the Class Period, and (d) for Current Darden Shareholders, must include documentation sufficient to provide that the objector held Darden common stock at the close of trading on March 13, 2015 and continues to hold his, her or its shares.

55. You may file a written objection without having to appear at the Settlement Fairness Hearing. You may not, however, appear at the Settlement Fairness Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

56. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement or Lead Counsel's application for an award of attorneys' fees and Litigation Expenses, and if you file and serve a timely written objection as described above, you must also file a notice of appearance with the Office of the Clerk of the Court and serve it on Lead Counsel and representative counsel for Defendants at the addresses set forth above so that it is **received** on or before June 28, 2015. Persons who intend to object and desire to present evidence at the Settlement Fairness Hearing must include in their written objection or notice of appearance the identity of

any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

57. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Fairness Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and representative counsel for Defendants at the addresses set forth in ¶ 53 above so that the notice is **received** on or before June 28, 2015.

58. The Settlement Fairness Hearing may be adjourned by the Court without further written notice to Class Members or Current Darden Shareholders. If you intend to attend the Settlement Fairness Hearing, you should confirm the date and time with Lead Counsel.

59. **Unless the Court orders otherwise, any Class Member or Current Darden Shareholder who does not object in the manner described above shall (a) be deemed to have waived and forfeited his, her or its right to object to any aspect of the proposed Settlement or Lead Counsel's application for an award of attorneys' fees and Litigation Expenses; (b) be forever barred and foreclosed from objecting to the fairness, reasonableness or adequacy of the Settlement, the respective Judgments to be entered approving the Settlement, or the attorneys' fees and Litigation Expenses requested and/or awarded; and (c) be deemed to have waived and forever barred and foreclosed from being heard, in this or any other proceeding, with respect to any matters concerning the Settlement or the requested and/or awarded attorneys' fees and Litigation Expenses.**

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

60. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Shareholder Actions, you are referred to the papers on file in the actions, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk of the Court. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the following website: www.gardencitygroup.com. If you have questions regarding the Settlement, you may write or call Lead Counsel: Jeroen van Kwawegen, Esq., Bernstein Litowitz Berger & Grossmann LLP, 1285 Avenue of the Americas, New York, NY 10019, (800) 380-8496.

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

NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS

61. If you are a brokerage firm, bank, or other person or entity who held shares of Darden common stock during the Class Period and/or at the close of trading on March 13, 2015, as a record holder for the beneficial interest of persons or organizations other than yourself, you must either: (a) within seven (7) calendar days of receipt of this Notice, request from Darden through Garden City Group, LLC (the "Notice Administrator"), sufficient copies of this Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to the Notice Administrator at: Darden Shareholder Litigation, c/o GCG, PO Box 10178, Dublin, OH 43017-3178. If you choose the second option, the Notice Administrator will send a copy of the Notice to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred, by providing the Notice Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice may also be obtained from the website www.gardencitygroup.com, or by calling the Notice Administrator toll-free at 1-800-231-1815.

Dated: March 27, 2015

By Order of the Court

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