

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK**

MILTON LILLY and DONALD GROGAN, on behalf of themselves and a class of persons similarly situated, Plaintiffs, vs. ONEIDA LTD. EMPLOYEE BENEFITS ADMINISTRATIVE COMMITTEE; ONEIDA LTD. MANAGEMENT DEVELOPMENT AND EXECUTIVE COMPENSATION COMMITTEE; ONEIDA LTD. PENSION AND PROFIT SHARING FUND INVESTMENT COMMITTEE; WILBER D. ALLEN; WILLIAM F. ALLYN; CHRISTINE BOOTH; ANDREW CHURCH; ALLAN H. CONSEUR; CLARENCE A. DAVIS; GEORGIA S. DERRICO; J. PETER FOBARE; GREGORY M. HARDEN; SHELLEY J. HYDE; PETER J. KALLET; DAVID KEENAN; WILLIAM C. LANGLEY; PETER J. MARSHALL; WHITNEY D. PIDOT; HUGH R. ROVIT; CHRISTOPHER H. SMITH; FRED SPIVAK; BRIAN SUBA; CATHERINE H. SUTTMEIER; WILLIAM M. TUCK; TERRY G. WESTBROOK; NICK WHITE; and JOHN AND JANE DOES 1-20, Defendants.	Case No. 6:07-cv-00340(NPM/ATB)
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NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

**PLEASE READ THIS NOTICE CAREFULLY. A FEDERAL COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION. YOU HAVE NOT BEEN SUED.**

This notice (“Notice”) advises you of a proposed settlement (“Settlement”) of a consolidated class action lawsuit. Plaintiffs Milton Lilly and Donald Grogan (“Named Plaintiffs”) filed a Second Amended Class Action Complaint for Violations of the Employee Retirement Income Security Act of 1974, as amended, in the lawsuit on July 11, 2007 (“Complaint”) on behalf of themselves and participants in and beneficiaries of the Oneida Ltd. Employee Stock Ownership Plan established June 8, 1987 as amended and/or restated at any time up to and including March 20, 2006, and all predecessor and successor plans, individually and collectively, and any trust created under such plan (“Plan”). The Complaint alleges claims for breach of fiduciary duty in violation of the Employee Retirement Income Security Act of 1974 (“ERISA”) against the following committees and individuals named as Defendants¹ in the Complaint: Oneida Ltd. Employee Benefits Administrative Committee; Oneida Ltd. Management Development and Executive Compensation Committee; Oneida Ltd. Pension and Profit Sharing Fund Investment Committee; Wilber D. Allen; William F. Allyn; Christine Booth; Andrew Church; Allan H. Conseur; Clarence A. Davis; Georgia S. Derrico; J. Peter Fobare; Gregory M. Harden; Shelley J. Hyde; Peter J. Kallet; David Keenan; William C. Langley; Peter J. Marshall; Whitney D. Pidot; Hugh R. Rovit; Christopher H. Smith; Fred Spivak; Brian Suba; Catherine H. Suttmeier; William M. Tuck; Terry G. Westbrook; Nick White; and John and Jane Does 1-20. The Named Plaintiffs and the Defendants are referred to herein as the “Parties.”

The Settlement provides for a cash payment consisting of \$1,850,000.00 (one million eight hundred fifty thousand dollars), for alleged losses to the Plan to settle claims against the Defendants. This payment will be allocated *pro rata* (excluding certain amounts described in the Settlement Agreement (defined below), including expenses associated with providing this Notice, attorneys’ fees and expenses, case contribution awards, taxes, and other expenses as approved by the Court) in proportion to the loss in value of Oneida stock sustained by Settlement Class members during the Class Period.

Your legal rights might be affected if you are a member of the following Settlement Class:

All Persons, and their Successors-In-Interest, except as expressly excluded herein, who were participants in or beneficiaries of the Plan at any time between May 28, 2003 and March 20, 2006 (the “Class Period”) and whose Plan account included investments in Oneida stock during the Class Period. The Settlement Class does not include any of the Defendants, or any of the Defendants’ Immediate Family, beneficiaries, alternate payees, Representatives or Successors-In-Interest, except for Immediate Family, beneficiaries, alternate payees, Representatives or Successors-In-Interest, who themselves were participants in the Plan, who shall be considered members of the Settlement Class with respect to their own Plan accounts.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and that approval is upheld after any appeals. This process is explained in greater detail below.

Identification of Key Terms: This Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in a Class Action Settlement Agreement (“Settlement Agreement”). The Settlement Agreement, and additional information with respect to this lawsuit and the Settlement, is available at www.kellersettlements.com. Counsel for the Settlement Class: Keller Rohrback L.L.P., 1201 Third Avenue, Suite 3200, Seattle, WA 98101 (“Named Plaintiffs’ Counsel”) has established a toll-free phone number (1-866-778-9468) and email address (info@oneidaerisasettlement.com) if you have questions.

Reasons for the Settlement: The Settlement resolves all claims in the Complaint against the Defendants for allegedly breaching their fiduciary duties and violating ERISA. The Settlement is not, and should not be construed as, an admission of any fault, liability or wrongdoing whatsoever by any of the Defendants, who continue to deny all such claims. The Named Plaintiffs and Named Plaintiffs’ Counsel believe that the proposed

¹ All capitalized terms not otherwise defined in this document shall have the meaning provided in the Class Action Settlement Agreement.

Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. The Named Plaintiffs and Named Plaintiffs' Counsel believe that the Settlement provides a substantial benefit in the form of \$1,850,000.00 in cash (less certain amounts described in the Settlement Agreement, including expenses associated with Notice, attorneys' fees and expenses, case contribution awards, taxes and other expenses as approved by the Court), as compared to the risks, costs and delays of proceeding with this litigation against the Defendants.

Identification of Named Plaintiffs' Counsel: Any questions regarding the Settlement should be directed to Named Plaintiffs' Counsel: Lynn Lincoln Sarko, Keller Rohrback L.L.P., 1201 Third Avenue, Suite 3200, Seattle, WA 98101. Please do not contact the Court, Oneida Ltd., or any of the named Defendants. They will not be able to answer your questions.

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A SETTLEMENT CLASS MEMBER TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU NEED NOT DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

ACTIONS YOU MAY TAKE IN THE SETTLEMENT	
NO ACTION IS NECESSARY TO RECEIVE PAYMENT.	If you are a Settlement Class member and entitled to a share of the Settlement Fund according to the Plan of Allocation (detailed in the answer to Question 4 in this Notice), you are not required to do anything to receive a <i>pro rata</i> portion of the Settlement Fund once the Settlement Agreement obtains Final Approval.
YOU MAY BE ABLE TO MAKE AN ELECTION REGARDING YOUR PAYMENT.	By default, Settlement Class members will receive a check for their <i>pro rata</i> portion of the Settlement Fund and appropriate tax forms. In the alternative, Settlement Class members that do not possess an account in the Oneida Ltd. Profit Sharing/401(k) Plan and are allocated an amount over \$1,000 pre-tax under the Plan of Allocation have the option to choose to have their <i>pro rata</i> portion of the Settlement Fund rolled over into a specified IRA. To elect this option, an Election Form must be completed and timely returned. The specifics of how to make a timely election are detailed in the answer to Question 8 in this Notice.
YOU CAN OBJECT NO LATER THAN SEPTEMBER 20, 2010.	If you wish to object to any part of the Settlement, you can write to the Court and explain why you do not like the Settlement. The specifics of how to make a timely objection are detailed in the answer to Question 14 in this Notice.
YOU CAN GO TO THE HEARING ON OCTOBER 4, 2010, BY FILING A NOTICE OF INTENTION TO APPEAR NO LATER THAN SEPTEMBER 27, 2010.	If you have submitted a written objection to the Court, you can ask to speak in Court about the fairness of the Settlement.

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This litigation (the “Action”) is a case filed in federal district court. As described in more detail below and in the Complaint itself, the case concerns allegations that Defendants breached fiduciary duties they owed to participants in the Plan. Copies of the Complaint and other documents filed in the Action are available at www.kellersettlements.com.

SUMMARY OF SETTLEMENT

A Settlement Fund will be established in this Action by depositing \$1,850,000.00 in an interest-bearing account. The Settlement Fund, including any accrued interest (less certain amounts described in the Settlement Agreement, including expenses associated with Notice, attorneys’ fees and expenses, case contribution awards, taxes, and other expenses as approved by the Court) will be allocated among the Settlement Class members in accordance with the Plan of Allocation to be approved by the Court. (See the answer to Question 4 below for details of the Plan of Allocation).

As with any litigation, the Parties would face an uncertain outcome if the Action were to continue against the Defendants. Continued litigation of the Action against the Defendants could result in a judgment or verdict greater or less than the recovery under the Settlement Agreement, or in no recovery at all. Moreover, this litigation has been hotly contested from the outset. Indeed, throughout this litigation, the Named Plaintiffs and the Defendants have disagreed on both liability and damages, and they do not agree on the amount that would be recoverable even if the Named Plaintiffs were to prevail at trial. The Defendants, among other things: (1) have denied, and continue to deny, the material allegations of the Complaint; (2) have denied, and continue to deny, any wrongdoing or liability whatsoever; (3) believe that they acted at all times reasonably and prudently with respect to the Plan, its participants and beneficiaries, and the Settlement Class; (4) would assert certain other defenses if this Settlement is not consummated; and (5) are entering into the Settlement solely to avoid the cost, disruption, and uncertainty of litigation. Nevertheless, the Parties have taken into account the uncertainty and risks inherent in this litigation, particularly its complex nature, and have concluded that it is desirable that the Action be fully and finally settled on the terms and conditions set forth in the Settlement Agreement.

In accordance with the Settlement Agreement, Named Plaintiffs’ Counsel in this Action will apply to the Court for an order awarding Named Plaintiffs’ Counsel’s attorneys’ fees not to exceed 30% of the Settlement Fund, and for reimbursement of costs and expenses, to be paid from the Settlement Fund. The Named Plaintiffs in the Action will share in the allocation of the money paid to the Plan on the same basis and to the same extent as all other Settlement Class members, except that, in addition, the Named Plaintiffs may apply to the Court for a case contribution award not to exceed \$2,500 each. Any case contribution award approved by the Court for the Named Plaintiffs will be payable from the Settlement Fund.

Named Plaintiffs’ Counsel has established a toll-free phone number, 1-866-778-9468, if you have questions or comments. Named Plaintiffs’ Counsel may also be contacted via email (info@oneidaerisasettlement.com). Please do not contact the Court, Oneida Ltd., or any of the named Defendants. They will not be able to answer your questions.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

Either you or someone in your family may have been a participant in or beneficiary of the Plan and may have had a portion of your, his, or her Plan account invested in Oneida stock during the Class Period. The Court has directed that this Notice be sent to you because, as a potential Settlement Class member, you have a right to know about the proposed Settlement with the Defendants before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and all related objections and appeals are favorably resolved, the net amount of the Settlement Fund will be allocated among Settlement Class members according to the Settlement Agreement and a Court-approved Plan of Allocation.

This Notice explains the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how you will receive your portion of the benefits. The purpose of this Notice is to inform you of a hearing (the “Fairness Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement and to consider the application of Named Plaintiffs’ Counsel for their attorneys’ fees and reimbursement of litigation expenses as well as an application for case contribution awards to the Named Plaintiffs.

The Fairness Hearing will be held on October 4, 2010, at 10:00 a.m. (EDT) before the Honorable Neal P. McCurn in the United States District Court, Northern District of New York, James M. Hanley Federal Bldg., 100 South Clinton Street, Syracuse, NY 13261-7367, to determine:

- (a) Whether the Settlement should be approved as fair, reasonable, and adequate;
- (b) Whether the Complaint should be dismissed with prejudice pursuant to the terms of the Settlement;
- (c) Whether the Notice provided for by the Settlement Agreement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the Fairness Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to notice; and (iv) met all applicable requirements of the Federal Rules of Civil Procedure and any other applicable law;
- (d) Whether the Settlement Class should be certified pursuant to Federal Rules of Civil Procedure 23(a) and (b) for purposes of the

Settlement, and with respect thereto, whether Named Plaintiffs' Counsel should be appointed to represent the Settlement Class pursuant to Fed. R. Civ. P. 23(g);

- (e) Whether the application for attorneys' fees and expenses filed by Named Plaintiffs' Counsel should be approved; and
- (f) Whether the application for case contribution awards for Named Plaintiffs should be approved.

The issuance of this Notice is not an expression of the Court's opinion on 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, payment to the Settlement Class will be made after all related appeals, if any, are favorably resolved. It is always uncertain whether such appeals can be favorably resolved, and resolving them can take time, perhaps more than a year. Please be patient.

2. HOW DO I KNOW WHETHER I AM PART OF THE SETTLEMENT?

The Court has certified the Action for purposes of the proposed Settlement as a class action. The Settlement Class is defined as all Persons, and their Successors-In-Interest, except as expressly excluded herein, who were participants in or beneficiaries of the Plan at any time between May 28, 2003 and March 20, 2006 (the "Class Period") and whose Plan account included investments in Oneida common stock during the Class Period. The Settlement Class shall not include the Defendants, or any of the Defendants' Immediate Family, beneficiaries, alternate payees, Representatives or Successors-In-Interest, except for Immediate Family, beneficiaries, alternate payees, Representatives or Successors-In-Interest who themselves were participants in the Plan, who shall be considered members of the Settlement Class with respect to their own Plan accounts.

3. WHAT DOES THE SETTLEMENT PROVIDE?

A Settlement Fund consisting of \$1,850,000.00 in cash, plus interest, is being established in the Action. The Net Proceeds from the Settlement Fund (after payment of, and establishment of reserves for, certain amounts as described in the Settlement Agreement, including expenses associated with Notice, attorneys' fees and expenses, case contribution awards, taxes and other expenses as approved by the Court) will be allocated among and paid to Settlement Class members according to a Plan of Allocation to be approved by the Court. Disbursement of the Settlement Fund to the Settlement Class will occur once the Settlement has become Final—after all appeals (if any) relating to the Settlement are favorably decided and all appeal periods have run.

The above description of the operation of the Settlement is only a summary. The governing provisions are set forth in the Settlement Agreement (including its exhibits), which may be obtained at www.kellersettlements.com.

4. WHAT WILL MY SHARE OF THE SETTLEMENT FUND BE?

Your share of the Settlement Fund, if any, will be determined using a methodology that takes into account the value of any investments in Oneida stock in your Plan account at the beginning of the Class Period, the value of subsequent Oneida stock purchases in your Plan account (as a result of Company contributions and/or dividend re-investment) during the Class Period, and the proceeds of Oneida stock sales or withdrawals from your Plan account during the Class Period. That methodology, called the Plan of Allocation, will be implemented based on available records of the Plan's trustee. The Court will be asked to approve the Plan of Allocation at the Fairness Hearing.

In general, the Plan of Allocation will provide that each Settlement Class member's share of the Settlement Fund will be calculated as follows:

The Net Proceeds shall be distributed among Settlement Class members in proportion to their net losses. Each Settlement Class member's "Net Loss" will be, for each Settlement Class member, the greater of (a) zero or (b) the result obtained by (i) taking the dollar amount of Oneida stock in the Settlement Class member's Plan account at the beginning of the Class Period, (ii) adding the dollar amount of Oneida stock added to the Settlement Class member's Plan account during the Class Period (including the value of Oneida stock received as a dividend), and (iii) subtracting the dollar amount credited to the Settlement Class member's Plan account balance resulting from dispositions from the Oneida Common Stock Fund during the Class Period.

The Net Losses of the Settlement Class members will be aggregated. Each Settlement Class member will be assigned a Net Loss percentage, showing the percentage of the Settlement Class member's Net Loss in relation to all Settlement Class members' Net Losses. Each Settlement Class member's share of the Net Proceeds will be equal to the Net Proceeds multiplied by the member's Net Loss percentage. If data is not available for the beginning date of the Class Period, then data from the nearest available date will be used.

A.B. Data, Ltd., will perform all calculations for you and determine both whether you are entitled to a share of the Net Proceeds and your share amount. A.B. Data, Ltd., will have access to all available records, so you do not need to be concerned if you no longer have your Plan account statements. The Court will be asked to approve a more detailed statement of the Plan of Allocation, a copy of which is or will shortly be available along with other settlement documents at www.kellersettlements.com.

5. WHAT IS THE LAWSUIT ABOUT? WHAT HAS HAPPENED SO FAR?

Beginning on March 29, 2007, Plaintiff Milton Lilly brought the Action (Case No. 07-00340) on behalf of a purported class of individuals who were participants in or beneficiaries of the Plan during the Class Period, alleging breaches of fiduciary duties in violation of ERISA. Subsequently, on May 15, 2007, and July 11, 2007, the Named Plaintiffs filed amended complaints in the Action.

**QUESTIONS? CALL 1-866-778-9468 TOLL FREE, OR VISIT WWW.KELLERSETTLEMENTS.COM.
DO NOT CALL THE COURT OR THE COMPANY, AS THEY CANNOT ANSWER YOUR QUESTIONS.**

The Named Plaintiffs allege in the Complaint, among other things, that the Defendants were fiduciaries of the Plan and violated their fiduciary and co-fiduciary duties under ERISA by: (1) failing to prudently and loyally manage the Plan and the Plan's assets and (2) failing to properly monitor the performance of their fiduciary appointees and remove and replace those whose performance was inadequate. The Named Plaintiffs allege that Defendants knew or should have known that the Plan's investment in Oneida stock was not a prudent retirement investment during the Class Period and that the Defendants acted imprudently by not preventing further investment in Oneida stock and not liquidating those holdings.

The Defendants have continued to deny all of the claims. Named Plaintiffs' Counsel have conducted extensive discovery regarding the facts and claims in the Action, including serving document requests, reviewing thousands of pages of documents produced by the Defendants, and analyzing studies performed by their consultants regarding the estimated damages in the Action.

After engaging in this extensive fact-finding discovery, Named Plaintiffs' Counsel and Defendants' Counsel have reached an agreement to settle the Action on the terms that are summarized in this Notice. The Named Plaintiffs and the Defendants, through their counsel, have conducted an extensive investigation of the allegations in the Action and evaluated its merits. With the assistance of counsel and an independent mediator, the Parties have also engaged in substantial arm's-length negotiations to attempt to resolve all claims that have been or could have been asserted in the Action against the Defendants. Named Plaintiffs' Counsel and Defendants' Counsel have conducted numerous meetings and conferences in which the terms of the Settlement were extensively debated and negotiated.

6. WHY IS THIS CASE A CLASS ACTION?

In a class action, one or more plaintiffs, called "named plaintiffs," sue on behalf of people who have similar claims. All of the individuals on whose behalf the Named Plaintiffs in this Action are suing are "Class members," and they are also referred to in this Notice as Settlement Class members. The Court resolves the issues for all Settlement Class members. U.S. District Judge Neal P. McCurn is presiding over this case.

7. WHY IS THERE A SETTLEMENT?

Defendants moved to dismiss the Action, arguing that the only purpose of the Plan was as a funding mechanism for the Oneida Ltd. Retirement Plan ("Retirement Plan"). Defendants specifically asserted that the Retirement Plan has a provision such that any loss of Plan benefits would be offset by an increase in benefits from the Retirement Plan and that any failure by Defendants to protect the Plan's assets did not result in any injury to the Settlement Class. Named Plaintiffs opposed that motion, arguing that the Plan offered the Settlement Class various tangible retirement benefits other than the monthly retirement benefit provided by the Retirement Plan that were lost when the Plan's value was allegedly all but destroyed by the alleged actions (or inactions) of Defendants.

While the Court denied Defendants' Motion to Dismiss and determined that Named Plaintiffs adequately pleaded an injury in fact, the Order left Named Plaintiffs with the duty to prove the value of the lost retirement benefits, other than the monthly retirement benefit provided by the Retirement Plan, that were lost. Under the proposed Settlement, the Court will not decide the merits of the Action in favor of either the Named Plaintiffs or the Defendants, but will decide whether the Settlement is fair, reasonable, and in the best interest of the Settlement Class.

Named Plaintiffs' Counsel believe that the proposed Settlement is fair, reasonable, and adequate and in the best interest of the Settlement Class in light of the Retirement Plan's offset provision, the Court's Order on Defendants' motion to dismiss this Action, and the costs, risks, and delays of litigating the Action. The proposed Settlement is the product of extensive arm's-length negotiations between Named Plaintiffs' Counsel and Defendants' Counsel, including utilizing the services of an experienced mediator. Throughout the Settlement negotiations, the Named Plaintiffs and the Defendants were advised by various consultants and experts, including individuals with expertise in ERISA fiduciary liability issues, insurance coverage issues, and potential damages evaluations in cases involving ERISA fiduciary liability.

8. HOW CAN I GET MY PORTION OF THE RECOVERY?

If you are a Settlement Class member and entitled to a share of the Settlement Fund according to the Plan of Allocation, you are not required to do anything to receive a *pro rata* portion of the Settlement Fund once the Settlement Agreement obtains Final Approval. By default, the *pro rata* portion of the Settlement Fund will be allocated to Settlement Class members as follows:

- (1) Settlement Class members who possess an account in the Oneida Ltd. Profit Sharing/401(k) Plan shall have any allocated amount transferred into that account and allocated to the investment elections on file. If no eligible elections are on file, any allocated amount will be deposited into the Oneida Ltd. Profit Sharing/401(k) Plan's Qualified Default Investment Alternative, which is the age-appropriate Fidelity Freedom Funds; and
- (2) All other Settlement Class members shall be issued a check and appropriate tax forms for their allocated amounts.

Alternatively, Settlement Class members that do not possess an account in the Oneida Ltd. Profit Sharing/401(k) Plan and are allocated an amount over \$1,000 pre-tax under the Plan of Allocation have the option to have their allocation rolled over to a no-fee Fidelity IRA that will be invested on a cash-reserves basis in short-term securities and money-market instruments that seek to preserve the value of the investment while retaining liquidity. Settlement Class members that elect this option can transfer the funds to an alternate investment at any time, and Fidelity will not charge a fee for transferring the funds out of the IRA. An Election Form will be provided to Settlement Class members that will be allocated an amount over \$1,000 pre-tax under the Plan of Allocation. To elect this option, Settlement Class members must complete and timely return an Election Form within thirty (30) days after the date that the Election Form is provided.

**QUESTIONS? CALL 1-866-778-9468 TOLL FREE, OR VISIT WWW.KELLERSETTLEMENTS.COM.
DO NOT CALL THE COURT OR THE COMPANY, AS THEY CANNOT ANSWER YOUR QUESTIONS.**

Any questions regarding the distribution of the Settlement Fund can be directed to 1-866-778-9468 or info@oneidaerisasettlement.com. Please do not contact the Court, Oneida Ltd., any of the named Defendants, or Fidelity. They will not be able to answer your questions.

9. WHEN WILL I RECEIVE MY PAYMENT?

Payment is conditioned on several matters, including the Court's approval of the Settlement and that approval becoming Final and no longer subject to any appeals. Upon satisfaction of various conditions, the Net Proceeds will be allocated to Settlement Class members in the manner provided in the Plan of Allocation as soon as possible after Final approval has been obtained for the Settlement, including the exhaustion of any appeals. Any appeal of the Final Order could take several years. Any accrued interest on the Settlement Fund will be included in the amount allocated and paid to the Settlement Class members. The Settlement Agreement may be terminated on several grounds, including if the Court does not approve or otherwise modifies the terms of the Settlement. If the Settlement Agreement is terminated, the Settlement will also be terminated, and the Action will proceed as if the Settlement had not been reached.

10. WHAT RIGHTS AM I GIVING UP IN THE SETTLEMENT?

If the Settlement is approved, the Court will enter a Final Order. Effective upon the entry of the Final Order, Named Plaintiffs, on behalf of themselves, the Plan, and the Settlement Class, shall be deemed to have fully, finally, and forever released, relinquished, and discharged the Released Parties from, and shall forever be enjoined from prosecution of any and all of the Released Parties for any and all Released Claims. For purposes of the Settlement Agreement, the Released Parties are Oneida, Federal Insurance Company, all of the Defendants and any person or entity that at any time during the Class Period served as a named or functional fiduciary or a trustee of the Plan, as well as any representative of Oneida, Federal Insurance Company, any Defendant or any such person or entity, including, but not limited to, their attorneys, agents, directors, officers, and employees. For purposes of the Settlement Agreement, the Released Claims are any and all actual or potential claims, actions, causes of action, demands, obligations, liabilities, attorneys' fees, expenses and costs arising out of the allegations of the Complaint, except that the Released Claims are not intended to include: (a) the release of any rights or duties arising out of the Settlement Agreement, including the express warranties and covenants in the Settlement Agreement; or (b) the release of any ERISA section 502(a)(1)(B) claim for vested benefits by any Plan participant or beneficiary where such claims are unrelated to any matter asserted in this Action.

11. CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

You do not have the right to exclude yourself from the Settlement. For settlement purposes, the Action was certified as a class action under Federal Rule of Civil Procedure 23(b)(1) because the Court determined the requirements of that rule were satisfied. Thus, it is not possible for any of the Settlement Class members to exclude themselves from the Settlement. As a Settlement Class member, you will be bound by any judgments or orders that are entered in the Action.

Although Settlement Class members cannot opt out of the Settlement, they can object to the Settlement and ask the Court not to approve the Settlement.

THE LAWYERS REPRESENTING YOU

12. DO I HAVE A LAWYER IN THE CASE?

Keller Rohrback L.L.P. is Named Plaintiffs' Counsel and counsel for the Settlement Class in the Action. You will not be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. HOW WILL THE LAWYERS BE PAID?

At the Fairness Hearing, Named Plaintiffs' Counsel will apply for an award of attorneys' fees and expenses. The application for attorneys' fees will not exceed 30% of the Settlement Fund. In accordance with the terms of the Settlement Agreement, any award of fees and additional expenses will be paid from the Settlement Fund prior to allocation and payment to the Settlement Class members.

To date, Named Plaintiffs' Counsel has not received any payment for its services in prosecuting the Action on behalf of the Settlement Class, nor has Named Plaintiffs' Counsel been reimbursed for its out-of-pocket expenses. The fee requested by Named Plaintiffs' Counsel, and paid from the Settlement Fund in accordance with the Settlement Agreement, would compensate them for their efforts in achieving the Settlement for the benefit of the Settlement Class and for their risk in undertaking this representation on a contingency basis. The Court will determine the actual amount of the award.

OBJECTING TO THE SETTLEMENT, ATTORNEYS' FEES, OR CASE CONTRIBUTION AWARDS

14. HOW DO I TELL THE COURT IF I DON'T LIKE THE SETTLEMENT?

Any Settlement Class member may appear at the Fairness Hearing and explain why the Settlement of the Action against the Defendants as embodied in the Settlement Agreement should not be approved as fair, reasonable and adequate and why a judgment should not be entered thereon, why the attorneys' fees and expenses should not be awarded, or why the Named Plaintiffs should not be awarded a case contribution award² provided, however, that no Settlement Class member shall be heard or entitled to contest these matters unless such

² The case contribution award is that amount awarded by the Court in recognition of Plaintiffs Milton Lilly's and Donald Grogan's (Named Plaintiffs') assistance in prosecuting the Action. In accordance with the Settlement Agreement, the precise amount of the award, if any, shall be determined by the Court at the Fairness Hearing

Settlement Class member has filed with the Court a written objection (which states all supporting bases and reasons for the objection; sets forth proof of their membership in the Settlement Class; clearly identifies any and all witnesses, documents, and other evidence of any kind that are to be presented at the Fairness Hearing in connection with such objection; and further describes the substance of any testimony to be given by the Settlement Class member as well as by any supporting witnesses).

To object, you must send a letter or other written statement saying that you object to the Settlement, the attorneys' fees and expenses award, and/or the case contribution awards in *Lilly, et al. v. Oneida Ltd. Employee Benefits Admin. Comm., et al.*, Case No. 6:07-cv-00340 (NPM/ATB) (N.D.N.Y.). Be sure to include your name, address, telephone number, signature, and a full explanation of all reasons you object to the Settlement. **Your written objection must be filed with the Court, and mailed to the counsel listed below, postmarked (or sent via facsimile) by no later than September 20, 2010. You may file an objection even if you do not wish to appear at the Fairness Hearing.**

File with the Clerk of the Court:

Lawrence K. Baerman, Clerk of the Court
United States District Court for the Northern District of New York
James M. Hanley Federal Bldg.,
100 South Clinton Street, 7th Floor,
Syracuse, NY 13261-7367

Re: *Lilly, et al. v. Oneida Ltd. Employee Benefits Admin. Comm., et al.*, Case No. 6:07-cv-00340 (NPM/ATB)

And, by the same date, serve copies of all such papers by mail or fax to each of the following:

NAMED PLAINTIFFS' COUNSEL:

Lynn Lincoln Sarko
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3200
Seattle, WA 98101
Fax: 206-623-3384

COUNSEL FOR DEFENDANTS:

Howard Shapiro
Nicole A. Eichberger
PROSKAUER ROSE LLP
650 Poydras Street, Suite 1800
New Orleans, LA 70130
Fax: 504-310-2022

UNLESS OTHERWISE ORDERED BY THE COURT, ANY SETTLEMENT 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 SETTLEMENT, THE APPLICATION FOR ATTORNEYS' FEES AND EXPENSES, AND CASE CONTRIBUTION AWARDS.

THE COURT'S FAIRNESS HEARING

15. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing at 10:00 a.m. (EDT) on October 4, 2010, before the Honorable Neal P. McCurn in the United States District Court for the Northern District of New York, 100 South Clinton Street, Syracuse, NY 13261. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the Settlement. The Court will also rule on the motion for attorneys' fees and expenses and case contribution awards to the Named Plaintiffs. We do not know how long it will take for these decisions to be made.

16. DO I HAVE TO COME TO THE HEARING?

Named Plaintiffs' Counsel will answer questions Judge McCurn may have. You are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, it will be before the Court when the Court considers whether to approve the Settlement as fair, reasonable, and adequate. You may also have your own lawyer attend the Fairness Hearing at your expense, but such attendance is not necessary.

17. MAY I SPEAK AT THE HEARING?

If you are a Settlement Class member and you have filed a timely objection, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *Lilly, et al. v. Oneida Ltd. Employee Benefits Admin. Comm., et al.*, Case No. 6:07-cv-00340 (NPM/ATB) (N.D.N.Y.)." Be sure to include your name, address, telephone number, and your signature (and, if applicable, the name, address, and telephone number of your attorney). Your Notice of Intention to Appear must be served on the attorneys listed above, postmarked or sent via facsimile no later than September 27, 2010, and must be filed with the Clerk of the Court, postmarked no later than September 27, 2010.

The Fairness Hearing may be delayed by the Court without further notice to the Settlement Class. If you wish to attend the Fairness Hearing, you should confirm the date and time with Named Plaintiffs' Counsel.

and paid from the Settlement Fund. However, in no event will Named Plaintiffs' Counsel request more than \$2,500.00 (two thousand five hundred dollars) per Named Plaintiff.

IF YOU DO NOTHING

18. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing and you are a Settlement Class member, you will participate in the Settlement as described above in this Notice if the Settlement is approved.

GETTING MORE INFORMATION

19. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. Full details of the Settlement are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by making a written request to Named Plaintiffs' Counsel listed on Page 7. Copies of the Settlement Agreement, as well as the motion seeking preliminary approval of the Settlement Agreement and the Preliminary Approval Order, may also be viewed at www.kellersettlements.com.

Named Plaintiffs' Counsel has established a toll-free phone number to receive your comments and questions (1-866-778-9468) and may also be contacted via email at info@oneidaerisasettlement.com. Please do not contact the Court, Oneida Ltd., any of the named Defendants, or Fidelity. They will not be able to answer your questions.