

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

X

IN RE SWISHER HYGIENE,
INC. SECURITIES AND
DERIVATIVE LITIGATION

MDL DOCKET NO: 3:12-MD-2384-GCM

X

ALL MEMBER CASES

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

IF YOU PURCHASED COMMON STOCK OF SWISHER HYGIENE, INC. ON THE NASDAQ STOCK EXCHANGE OR OTHERWISE ACQUIRED SHARES OF SWISHER HYGIENE, INC. COMMON STOCK IN A TRANSACTION THAT TOOK PLACE WITHIN THE UNITED STATES OR ITS TERRITORIES AT ANY TIME BETWEEN AND INCLUDING MARCH 1, 2011 AND MARCH 28, 2012, YOU COULD RECEIVE A PAYMENT FROM A PROPOSED SETTLEMENT OF THE ABOVE-CAPTIONED CONSOLIDATED CLASS ACTION.

A Federal Court authorized this Notice.

This is not a solicitation from a lawyer.

The Proposed Settlement: This Notice is being sent regarding a proposed settlement (the "Settlement") of the above-captioned Consolidated Class Action (defined below) memorialized in the Stipulation of Compromise and Settlement dated February 5, 2014 (the "Stipulation"), between and among the following parties in the Consolidated Class Action (defined below): (i) co-lead plaintiffs James F. Caird ("Caird") and Eugene W. Stranch ("Stranch" and collectively, "Lead Plaintiffs"), by and through their undersigned counsel, on their own behalf and on behalf of the Class (defined below), and (ii) defendants Swisher Hygiene, Inc. ("Swisher" or the "Company"), Steven R. Berrard and Michael J. Kipp (collectively, "Defendants," and with Lead Plaintiffs, each, a "Party" and collectively, the "Parties"), by and through their undersigned counsel.

Securities, Class and Class Period: The Settlement Class is comprised of: All record and beneficial holders of Swisher common stock, their respective successors in interest, successors, predecessors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors and successors and assigns, who purchased on the NASDAQ stock exchange or otherwise acquired shares of Swisher common stock in a transaction that took place within the United States or its territories at any time between and including March 1, 2011 and March 28, 2012 (the "Class"). Excluded from the Class are: Individuals named as defendants in the Consolidated Class Action (defined below), Swisher's current and former directors and officers and their immediate family members, and any entity controlled by Swisher's current and former directors and officers. Also excluded from the Class is any person or entity who excludes themselves by filing a timely Request for Exclusion (defined below). The Class Period is the time period between and including March 1, 2011 and March 28, 2012 (the "Class Period").

Settlement Payment: \$5,500,000 in cash (the "Settlement Payment"). The "Settlement Fund" refers to the Settlement Payment plus any and all interest earned thereon.

The Lawsuit: As discussed further below, the Settlement resolves the Consolidated Class Action (defined below) over whether Defendants knowingly or recklessly disseminated false and misleading information during the Class Period.

Attorneys' Fees and Expenses: Lead Counsel (defined below) has litigated this Consolidated Class Action (defined below) on a contingent basis and has conducted this litigation, and advanced the expenses of litigation with the expectation that if it were successful in recovering money for the Class, it would receive fees and be reimbursed for its expenses from the Settlement Fund, as is customary in this type of litigation. Lead Counsel will apply to the Court (defined below) for attorneys' fees not to exceed 25% of the Settlement Fund and reimbursement of out-of-pocket expenses not to exceed \$85,000, plus interest (the "Fee Application"), all to be paid from the Settlement Fund. Lead Counsel's Fee Application will be filed with the Court on July 9, 2014. If the above amounts are approved by the Court (defined below), the average cost per share of Swisher common stock will be \$0.03.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. READ THIS NOTICE CAREFULLY.

Statement of Recovery

Your individual recovery from the Settlement Fund will depend on numerous factors. Lead Counsel (defined below) estimates that approximately 49.3 million shares of Swisher common stock were purchased or otherwise acquired and potentially damaged during the Class Period. Based on this, the average recovery per share of Swisher common stock under the Settlement will be \$0.11 per share *before* the deduction of attorneys' fees, costs, and expenses, as approved by the Court (defined below). The actual recovery per share will depend on: (1) the number of claims filed; (2) when members of the Class purchased and/or acquired their shares during the Class Period; (3) whether members of the Class either sold their shares during the Class Period, or held their shares past the end of the Class Period; (4) administrative costs, including the costs of notice, for the Consolidated Class Action (defined below); and (5) the amount awarded by the Court for attorneys' fees and expenses.

The Circumstances of the Settlement

The principal reason for Lead Plaintiffs consent to the Settlement is to provide a benefit to the Class. This benefit must be compared to the risk that no recovery might be achieved after contested motions, a contested trial and likely appeals, possibly years into the future. While Lead Counsel believed that their claims would survive a motion to dismiss and a motion for summary judgment that would ultimately result in a verdict for the Class, Defendants believed otherwise and repeatedly asserted defenses to the allegations, including that Defendants engaged in no wrongdoing whatsoever. Lead Plaintiffs and Lead Counsel (defined below) recognized that especially here, where a jury would be required to listen to multiple experts presenting competing views, the jury could find in Defendants' favor. In addition, Lead Plaintiffs and Lead Counsel (defined below) recognized that even if they prevailed, they may not succeed in winning a jury verdict of the size of the Settlement Payment. The Settlement therefore enables the Class to recover a substantial amount without incurring any additional risk or costs.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM BY AUGUST 1, 2014	The only way to receive a payment.
EXCLUDE YOURSELF BY JULY 16, 2014	Receive no payment. This is the only option that allows you to participate in another lawsuit against Defendants or the Defendant Released Persons (defined below) concerning the legal claims being released in the Consolidated Class Action (defined below).
OBJECT BY JULY 16, 2014	You may write to the Court (defined below) if you do not like anything about the Settlement, including the plan of allocation for the Settlement Fund, as set forth herein, or the Fee Application.
GO TO A HEARING ON AUGUST 6, 2014	You may ask to speak in Court (defined below) about the fairness of the Settlement.
DO NOTHING	Receive no payment and be prohibited from asserting any of Plaintiffs' Settled Claims (defined below) against Defendants or any Defendant Released Persons (defined below).

- These rights and options—*and the deadlines to exercise them*—are explained in this Notice.
- The Court (defined below) in charge of the Consolidated Class Action (defined below) must decide whether to approve the proposed Settlement. Payments will be made if the Court approves the proposed Settlement and, if there are any appeals, after they are resolved. Please be patient.

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BASIC INFORMATION

1. Why did I receive this Notice package?

You or someone in your family may be part of the Class as a result of having purchased common stock of Swisher on the NASDAQ stock exchange or otherwise acquired shares of Swisher common stock in a transaction that took place within the United States or its territories at any time between and including March 1, 2011 and March 28, 2012. If so, you have a right to know about the proposed Settlement of the Consolidated Class Action (defined below), and about all of your options, before the Court (defined below) decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections or appeals are resolved, payments out of the Settlement Fund will be made.

This package explains the Consolidated Class Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive them.

2. What is the Consolidated Class Action about?

On March 28, 2012, Swisher announced that it would be unable to timely report its 2011 year-end financial results because its Audit Committee was conducting an internal review relating to possible adjustments to the accounting for business acquisitions and the calculation of the allowance of doubtful accounts receivable (the “Internal Review”). The March 28, 2012 announcement warned investors that the Company’s previously issued interim financial statements for the quarterly periods ended March 1, 2011, June 30, 2011, and September 30, 2011—which are the first, second and third quarters of 2011—“should no longer be relied upon,” and that “material adjustments to the Prior Financial Information may be required and the Company may need to file restatements of its first, second and third quarter financial statements.”

On March 30, 2012, a purported Company stockholder commenced a putative securities class action on behalf of purchasers of the Company’s common stock in the United States District Court for the Southern District of New York (“Southern District of New York”) against the Defendants captioned *James v. Swisher Hygiene, Inc., et al.*, 1:12-cv-2406 (S.D.N.Y.) (the “James Action”). Between April 4, 2012 and May 24, 2012, four additional putative securities class actions were filed in the United States District Court for the Western District of North Carolina (“Western District of North Carolina”) captioned: *Russell v. Swisher Hygiene, Inc., et al.*, 3:12-cv-216 (W.D.N.C.) (the “Russell Action”); *Birch v. Swisher Hygiene, Inc., et al.*, 3:12-cv-221 (W.D.N.C.) (the “Birch Action”); *Cohen v. Swisher Hygiene, Inc., et al.*, 3:12-cv-256 (W.D.N.C.) (the “Cohen Action”); and *Falk v. Swisher Hygiene, Inc., et al.*, 3:12-cv-330 (W.D.N.C.) (all collectively, with the James Action, the “Putative Securities Actions”). The Putative Securities Actions allege violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended by the Private Securities Litigation Reform Act of 1995 (the “PSLRA”), 15 U.S.C. §§ 78j(b), 78t(a), and Rule 10b-5 promulgated thereunder, based on alleged false and misleading disclosures in Swisher’s public filings.

On May 18, 2012, the Western District of North Carolina consolidated the *Birch* Action, the *Cohen* Action and the *Russell* Action.

On May 30, 2012, Defendants filed a motion with the United States Judicial Panel on Multidistrict Litigation (the “MDL Panel”) to centralize the Putative Securities Actions and one additional derivative action in the Western District of North Carolina by requesting that the actions filed in the Southern District of New York be transferred to the Western District of North Carolina. In light of the motion to centralize the cases in the Western District of North Carolina, Defendants requested from both courts a stay of all proceedings pending the MDL Panel’s ruling. On June 4, 2012, the Southern District of New York adjourned all pending dates in the cases in light of the motion to transfer filed before the MDL Panel. On June 13, 2012, the Western District of North Carolina issued a stay of proceedings pending a ruling by the MDL Panel.

On August 13, 2012, the MDL Panel granted the motion to centralize, transferring the *James* Action to the Western District of North Carolina before Judge Graham C. Mullen (“Judge Mullen” or the “Court”) as part of MDL No. 2384, captioned *In re Swisher Hygiene, Inc. Securities and Derivative Litigation*. On August 21, 2012, Judge Mullen issued an order governing the practice and procedure in the actions transferred to the Western District of North Carolina, as well as the actions originally filed there (the “Practice and Procedure Order”). The Practice and Procedure Order ordered the Putative Class Actions to be consolidated for pretrial purposes (the “Consolidated Class Action”).

On October 18, 2012, pursuant to the Practice and Procedure Order, the Western District of North Carolina held an Initial Pretrial Conference at which it appointed Block & Leviton LLP as lead counsel (“Lead Counsel”) and Caird and Stranch as Lead Plaintiffs for the Consolidated Class Action, and set a schedule for the filing of an amended consolidated class action complaint (the “Class Action Complaint”) and Defendants’ time to answer or otherwise respond to the Class Action Complaint.

On February 20 and 21, 2013, Swisher issued restated Form 10-Qs for the first, second and third quarters of 2011 (the “Restatement”).

On April 24, 2013, Lead Plaintiffs filed the Class Action Complaint asserting similar claims as those previously alleged, as well as additional allegations stemming from the Restatement. In preparing the Class Action Complaint, Lead Counsel engaged in an investigation of the claims asserted therein, including interviews of confidential witnesses, a review of news articles, analyst reports, filings with the Securities and Exchange Commission, an analysis of the restated financial results by a forensic accountant and other pertinent documents and sources.

The Class Action Complaint also named the Company’s former Senior Vice President and Treasurer, Hugh Cooper (“Cooper”), as an additional defendant who has been dismissed from the Consolidated Class Action without prejudice.

Counsel for the Parties to the Consolidated Class Action have engaged in arm’s-length discussions and negotiations concerning a possible settlement of the Consolidated Class Action. To facilitate those discussions, the Parties agreed to participate in a mediation with Judge Daniel Weinstein (Ret.) of JAMS serving as the mediator. In preparation for the mediation, the Parties engaged and consulted with their respective financial advisors regarding their respective damages analyses.

On June 24, 2013, Defendants and Cooper moved to dismiss the Class Action Complaint. On June 25, 2013, one day after Defendants and Cooper filed their motions to dismiss and supporting briefs, the Parties exchanged confidential mediation statements that included their respective damages analyses. On July 1, 2013 and July 2, 2013, the Parties participated in two days of mediation with Judge Weinstein. At that time, the Parties were unable to reach a settlement.

On July 22, 2013, Lead Plaintiffs filed their opposition brief to Defendants' and Cooper's motions to dismiss. On August 9, 2013, Defendants and Cooper filed their reply briefs in support of their motions to dismiss. Following the filing of the reply briefs, the Parties resumed settlement negotiations with the assistance of Judge Weinstein. After arm's-length negotiations, counsel to the Parties in the Consolidated Class Action reached an agreement-in-principle concerning the proposed Settlement of the Consolidated Class Action.

3. Why is the Consolidated Class Action a class action?

In a class action, one or more people called class representatives (in this case the Court appointed Lead Plaintiffs Caird and Stranch as class representatives) sue on behalf of people who have similar claims. All of these people who have similar claims are referred to collectively as the Class, or individually as members of the Class. One court resolves the issues for all members of the Class, except for those who exclude themselves from the Settlement. Judge Mullen of the Western District of North Carolina is overseeing this class action.

4. Why is there a settlement?

The Court did not decide in favor of Lead Plaintiffs or Defendants. Instead, both sides agreed to the Settlement. That way, they avoid the costs and risks of further litigation and trial. As explained above, Lead Plaintiffs and their attorneys think the Settlement is best for all members of the Class.

WHO IS IN THE SETTLEMENT

To see if you will receive money from the Settlement, you first have to determine if you are a member of the Class.

5. How do I know if I am part of the Settlement?

The Class includes: All record and beneficial holders of Swisher common stock, their respective successors in interest, successors, predecessors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors and successors and assigns, who purchased on the NASDAQ stock exchange or otherwise acquired shares of Swisher common stock in a transaction that took place within the United States or its territories at any time between and including March 1, 2011 and March 28, 2012.

If you sold Swisher common stock between and including March 1, 2011 and March 28, 2012, that alone does not make you a Class Member. You are a Class Member only if you purchased or otherwise acquired Swisher common stock during the Class Period.

If one of your mutual funds purchased or owns shares of Swisher common stock, that alone does not make you a Class Member.

6. What are the exceptions to being included?

Excluded from the Class are: Individuals named as defendants in the Consolidated Class Action, Swisher's current and former directors and officers and their immediate family members, and any entity controlled by Swisher's current and former directors and officers. Also excluded from the Class is any person or entity who excludes themselves by filing a timely Request for Exclusion (defined below).

7. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can call the claims administrator, A.B. Data, Ltd. (the "Claims Administrator"), at 800-332-2952, for more information. Or you can fill out and return the Proof of Claim and Release described in Question 10, to see if you qualify.

You can also contact Lead Counsel by telephone or in writing as noted on Page 8 of this Notice.

THE SETTLEMENT BENEFITS—WHAT YOU RECEIVE

8. What does the Settlement provide?

The Settlement provides for a \$5,500,000 cash payment that will establish the Settlement Fund. The balance of the Settlement Fund, after payment of Court-approved attorneys' fees and expenses and the costs of claims administration, including the costs of printing and mailing this Notice and the cost of publishing a Summary Notice, will be divided among all members of the Class who submit valid Proof of Claim (defined below) forms.

HOW YOU RECEIVE A PAYMENT—SUBMITTING A PROOF OF CLAIM FORM

9. How will I receive a payment?

To qualify for payment, you must be an eligible member of the Class and you must submit a Proof of Claim and Release form ("Proof(s) of Claim"). A Proof of Claim form is enclosed with this Notice. Read the instructions carefully, fill out the form, include all the documents the form requests, sign it, and submit it by no later than August 1, 2014. Any Class Member who fails to submit a Proof of Claim by such date shall be forever barred from receiving any distribution from the Settlement Fund (unless by order of the Court the deadline to submit a Proof of Claim is extended or such Class Member's Proof of Claim is accepted), but otherwise shall be bound by all of the terms of the Stipulation and the Settlement, including the releases in the Stipulation, and will be permanently barred and enjoined from bringing any action against any and all Defendant Released Persons (defined below) concerning any and all of Plaintiffs' Settled Claims (defined below).

Retain a copy of everything you mail, in case the materials are lost or destroyed during shipping.

A Proof of Claim shall be deemed to be submitted when postmarked, if mailed by First-Class Mail or registered or certified mail, postage prepaid, and addressed in accordance with the instructions thereon. In all other cases, the Proof of Claim shall be deemed to have been submitted on the date when actually received by the Claims Administrator.

Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, under the supervision of Lead Counsel, who shall determine (in accordance with the Stipulation and the plan of allocation of the Settlement Fund, outlined herein) the extent, if any, to which each Proof of Claim shall be allowed, subject to review by the Court, as necessary, as outlined below.

Proofs of Claim that do not meet the submission requirements may be rejected. Only timely and valid Proof of Claim forms will be approved for payment (“Authorized Claimant(s)”). Prior to rejecting a Proof of Claim, in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Proof of Claim submitted. The Claims Administrator, under supervision of Lead Counsel, shall notify, in a timely fashion and in writing, all Claimants whose Proofs of Claim the Claims Administrator proposes to reject, in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Proof of Claim is to be rejected has the right to a review by the Court, if the Claimant so desires and complies with the requirements outlined below.

If any Claimant whose Proof of Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) calendar days after the date of mailing of the Notice described above, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant’s grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Proof of Claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court.

Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant’s Proof of Claim, and the Proof of Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that Claimant’s status as a Class Member and the validity and amount of the Claimant’s Proof of Claim. No discovery shall be allowed on the merits of the Consolidated Class Action or of the Settlement in connection with the processing of Proofs of Claim.

Lead Counsel will apply to the Court, on notice to Defendants’ Counsel, for a Class Distribution Order: (a) approving the Claims Administrator’s administrative determinations concerning the acceptance and rejection of the Proofs of Claim submitted; (b) approving payment of any administrative fees and expenses associated with the administration of the Settlement Fund, and (c) if the Effective Date of the Settlement has occurred, directing payment to any Authorized Claimant.

Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. All Class Members whose Proofs of Claim are not approved by the Court for payment shall be barred from participating in distributions from the Settlement Fund, but otherwise shall be bound by all of the terms of the Stipulation and the Settlement, including the releases in the Stipulation, and will be permanently barred and enjoined from bringing any action against any and all Defendant Released Persons (defined below) concerning any and all of Plaintiffs’ Settled Claims (defined below).

No person or entity shall have any claim against Lead Plaintiffs, Plaintiffs’ Counsel, the Claims Administrator or any other agent designated by Lead Counsel and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation of the Settlement Fund described herein, or any order of the Court. Lead Plaintiffs and Lead Counsel shall have no liability whatsoever for the investment of the Settlement Payment or the Settlement Fund, the determination, administration, calculation or payment of any claim by the Claims Administrator or non-performance of the Claims Administrator, the payment or withholding of taxes (including interest and penalties), or any losses incurred in connection therewith.

No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Parties to the Settlement or their counsel; nor is any representation or warranty in this regard made by virtue of the Stipulation. Each Class Member’s tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

All proceedings with respect to the administration, processing and determination of Proofs of Claim and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Proofs of Claim, shall be subject to the jurisdiction of the Court and shall be decided by the Court.

ALLOCATION OF SETTLEMENT FUND AMONG MEMBERS OF THE CLASS

10. How much will my payment be?

If you are entitled to a payment, your share of the Settlement Fund will depend on the number of Authorized Claimants, how many shares of Swisher common stock you purchased and/or acquired, and when you purchased, acquired and/or sold your shares. Payments will be calculated on a *pro rata* basis. The Claims Administrator will distribute the Settlement Fund, less all administrative costs, including the costs of notice, and attorneys’ fees and expenses, as awarded by the Court, on a *pro rata* basis after the deadline for submission of Proof of Claim forms has passed.

The Claims Administrator shall determine the amount a Claimant who is entitled to receive a payment from the Settlement Fund is entitled to receive based upon a plan of allocation. This plan of allocation is not intended to be an estimate of the amount a Class Member might have been able to recover after a trial; nor is it an estimate of the amount that will be paid pursuant to the Settlement. The plan of allocation is the basis upon which the Settlement Fund will be proportionately allocated to the Claimants entitled to receive payment on a *pro rata* basis.

Recognized Loss will be calculated as follows:

For shares of Swisher common stock purchased¹ between March 1, 2011 and March 27, 2012, your claim will be calculated as follows:

- A. For shares held at the close of trading on March 28, 2012, the recognized loss (“Recognized Loss”) shall be \$0.58 per share.
- B. For shares sold on March 28, 2012, the Recognized Loss shall be \$0.26 per share.
- C. For shares sold before March 28, 2012, the Recognized Loss shall be \$0.00 per share.

For shares of Swisher common stock purchased on or after March 28, 2012, the Recognized Loss shall be \$0.00 per share.

If you purchased Swisher common stock after March 1, 2011, but sold shares prior to March 28, 2012, you are not entitled to any recovery in the Settlement.

Each Authorized Claimant shall be paid their *pro rata* share of the Settlement Fund, which is the percentage that each Authorized Claimant’s Recognized Loss bears to the total of the claims of all Authorized Claimants. For purposes of calculating Recognized Loss, shares will be matched on a first-in, first-out (“FIFO”)² basis. Claims which result in a payment of less than \$10.00 will be deemed to be *de minimus* and will not be issued. No Recognized Loss will be calculated for any purchase of Swisher common stock to cover a short sale, and Class Members who have an overall market gain in their trading of Swisher common stock during the Class Period will be deemed to have no Recognized Loss.

To the extent that any amount of the Settlement Fund remains after the Claims Administrator has caused distributions to be made to all Authorized Claimants, whether by reason of uncashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distributions, any balance remaining in the Settlement Fund one (1) year after the initial distribution of such funds shall be re-distributed to Authorized Claimants who have cashed their initial distributions, after payment of any unpaid costs or fees incurred in administering the Settlement Fund for such re-distribution if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses that would be incurred with respect to such re-distributions, would be cost-effective. Additional re-distributions to Authorized Claimants who have cashed their prior distribution checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses that would be incurred with respect to such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Settlement Fund is not cost-effective, the remaining balance in the Settlement Fund shall be contributed to non-sectarian, not-for-profit 501(c)(3) organization(s), to be recommended by Lead Counsel and approved by the Court.

11. When will I receive my payment?

The Court will hold a Settlement Hearing (defined below) on August 6, 2014, to decide, among other things, whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. If an appeal is taken, it is always uncertain when the appeal(s) may be resolved, as resolving them can take time, perhaps several years. In addition, the Claims Administrator must process all of the Proofs of Claim. The processing is complicated and will take many months. Please be patient.

12. What am I giving up by staying in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the Defendant Released Persons (defined below) about the claims being released in the Settlement. It also means that all of the Court’s orders will apply to you and legally bind you, and you will release your claims in this Consolidated Class Action against Defendants.

If the Settlement (including any modifications made with the consent of the Parties as provided for herein) is approved by the Court as being fair, reasonable, adequate and in the best interests of the Class, the Parties shall jointly request that the Court enter the order and final judgment (the “Order and Final Judgment”), which shall dismiss the Consolidated Class Action and related Putative Securities Actions contained therein with prejudice and barring, among other things, any and all claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, and issues known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, that have been or could have been, asserted in any court, tribunal or proceeding (including but not limited to any claims arising under federal, state, foreign, or common law, including the federal securities laws and any state disclosure law), by or on behalf of Lead Plaintiffs or any Class Member, whether individual, direct, class, derivative, representative, legal, equitable, or any other type or in any other capacity (collectively, the “Plaintiff Releasing Persons”) against the Defendants or any of their families, parent entities, controlling persons, associates, affiliates or subsidiaries and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors, insurers, reinsurers, agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors or assigns (the “Defendant Released Persons”) that the Plaintiff Releasing Persons ever had, now have or may have had by reason of, arising out of, relating to or in connection with the acts, events, facts, matters, transactions, occurrences, statements or representations, or any other matter whatsoever set forth in or otherwise related, directly or indirectly, to the allegations in the Consolidated Class Action and related Putative Securities Actions consolidated therein, the allegations in the Class Action Complaint including, without limitation, all of Swisher’s public filings cited therein, the allegations in the complaints filed in the Putative Securities Actions, Swisher’s first, second and third quarter 2011 financial results, Swisher’s acquisitions in 2011, Swisher’s internal controls, the Internal Review and/or the Restatement (including the adequacy and completeness of such disclosures) (the “Plaintiffs’ Settled Claims”); *provided, however*, that the Plaintiffs’ Settled Claims shall not release any claims to enforce the Settlement.

¹ The receipt or grant by gift or inheritance of Swisher securities during the Class Period shall not be deemed a purchase or sale of Swisher securities for the calculation of a payment, nor shall it be deemed an assignment of any claim relating to the purchase of such securities unless specifically provided in the instrument of gift or assignment.

² If a Class Member has more than one purchase/acquisition or sale during the Class Period, all purchases/acquisitions and sales will be matched on a First In, First Out (“FIFO”) basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

The releases contemplated above will extend to all claims that Lead Plaintiffs do not know or suspect to exist at the time of the releases, which, if known, might have affected the decision to enter into the releases and participate in the Settlement. Additionally, the Order and Final Judgment will include a provision that Lead Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true by them with respect to the Plaintiffs' Settled Claims, but that it is the intention of Lead Plaintiffs, and by operation of law the intention of the members of the Class, to completely, fully, finally and forever compromise, settle, release, discharge, extinguish and dismiss any and all Plaintiffs' Settled Claims, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Lead Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that "Unknown Claims" (defined below) are expressly included in the definition of "Plaintiffs' Settled Claims," and that such inclusion was expressly bargained for and was a key element of the Settlement and was relied upon by each and all of the Defendants in entering into the Stipulation. "Unknown Claims" include any claim that Lead Plaintiffs or any member of the Class does not know or suspect exists in his, her or its favor at the time of the release of the Plaintiffs' Settled Claims as against the Defendant Released Persons, including without limitation those which, if known, might have affected the decision to enter into the Settlement.

The Settlement is intended to extinguish all of the Plaintiffs' Settled Claims and, consistent with such intention, the Order and Final Judgment will provide that, upon final approval of the Settlement, the Plaintiff Releasing Persons shall waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of any state, federal or foreign law or principle of common law, which may have the effect of limiting the releases set forth above. **This shall include a waiver by the Plaintiff Releasing Persons of any rights pursuant to section 1542 of the California Civil Code (or any similar, comparable or equivalent provision of any federal, state or foreign law, or principle of common law), which provides:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Lead Plaintiffs acknowledge, and the members of the Class shall be deemed by operation of the entry of the Order and Final Judgment approving the Settlement to have acknowledged, that the foregoing waiver was separately bargained for, is an integral element of the Settlement and was relied upon by each and all of the Defendants in entering into the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from the Settlement and you want to keep the right to sue or continue to sue Defendants on your own about the claims being released in the Settlement, then you must take steps to exclude yourself from the Settlement. This is referred to as opting out of the Class.

13. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must make a request for exclusion (the "Request(s) for Exclusion") stating that you want to be excluded from the Settlement.

The Request for Exclusion must be made by letter, and must be submitted to the Claims Administrator by no later than July 16, 2014, and must state: (i) the name, address and telephone number of the member of the Class requesting exclusion; (ii) the purchases, acquisitions and sales of Swisher common stock made by the Class Member during the Class Period, including the dates, the number of shares of common stock, and price paid or received per share for each such purchase, acquisition or sale; and (iii) that the member of the Class wishes to be excluded from the Class. All Class Members who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall have no rights under the Stipulation and shall not share in the distribution of the Settlement Fund.

Again, you must submit your exclusion request by no later than July 16, 2014 to:

SWISHER SECURITIES SETTLEMENT
EXCLUSIONS
c/o A.B. DATA, LTD.
3410 WEST HOPKINS STREET
MILWAUKEE, WI 53216

Requests for Exclusion shall be deemed to have been submitted when postmarked, if mailed by First-Class, or registered or certified mail, postage prepaid. All other Requests for Exclusion shall be deemed to have been submitted on the date they are actually received by the Claims Administrator.

*Please keep a copy of everything you send by mail, in case it is lost or destroyed during shipping.

You cannot exclude yourself over the phone or by email.

If you ask to be excluded, you are not eligible to receive any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

14. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants or the Defendant Released Persons for the claims being released by the Settlement. If you have a pending lawsuit relating to the claims being released in the Consolidated Class Action against any of Defendants, speak to your lawyer in that case immediately. Remember, the exclusion deadline is July 16, 2014.

15. If I exclude myself, can I receive a payment from the Settlement?

No. If you exclude yourself, do not send in a Proof of Claim form. But, you may sue, continue to sue or be part of a different lawsuit asserting the claims being released in the Settlement against Defendants or the Defendant Released Persons.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the Consolidated Class Action?

The Court has appointed Block & Leviton LLP as Lead Counsel in the Consolidated Class Action, and this firm represents you and the other members of the Class.

Jeffrey C. Block
Jason M. Leviton
Whitney E. Street
BLOCK & LEVITON LLP
155 Federal Street, Suite 400
Boston, MA 02110
Phone: 617-398-5600

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Lead Counsel will apply to the Court for attorneys' fees not to exceed 25% of the Settlement Fund and for reimbursement of their out-of-pocket expenses up to \$85,000 (collectively, an average of \$0.03 per share of Swisher common stock), which have been advanced to Lead Counsel for purposes of providing notice of the Settlement, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. *Such sums as may be approved by the Court will be paid from the Settlement Fund.* Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Lead Counsel for its efforts in achieving the Settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Lead Counsel has not been paid for its services for conducting this litigation on behalf of Lead Plaintiffs and the Class nor for its substantial out-of-pocket expenses. The fee requested will compensate Lead Counsel for its work in achieving the Settlement Fund. The Court may, however, award less than this amount.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

18. How do I tell the Court if I do not like the Settlement?

If you are a member of the Class, you can object to the Settlement, if you do not like any part of it, or to the Fee Application. To object, you must file with the Court by July 16, 2014 at the address below: (i) written notice of the intention to appear, identifying the name, address and telephone number of the objector and, if represented, the objector's counsel; (ii) a signed detailed written statement by the objector of such objector's objections to any matters before the Court; (iii) all of the grounds for such objections and reasons that such objector desires to appear and be heard; (iv) proof of membership in the Class, including a listing of all shares of Swisher common stock purchased, acquired or sold between and including March 1, 2011 and March 28, 2012; and (v) all documents and writings which such objector desires the Court to consider. Simultaneously with, or before such filing, such papers shall be served by hand or overnight delivery upon Lead Counsel for Lead Plaintiffs and the Class and on Counsel for Swisher as identified below.

COURT:	LEAD COUNSEL FOR LEAD PLAINTIFFS AND THE CLASS:	COUNSEL FOR SWISHER:
Clerk of the Court UNITED STATES DISTRICT COURT WESTERN DISTRICT OF NORTH CAROLINA United States Courthouse Charles R. Jonas Federal Building 401 West Trade Center, Room 210 Charlotte, NC 28202	Jeffrey C. Block BLOCK & LEVITON LLP 155 Federal Street, Suite 400 Boston, MA 02110 Phone: 617-398-5600	Paul J. Lockwood SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP One Rodney Square 920 North King Street Wilmington, DE 19801

Any person or entity objecting to the Settlement shall submit to the Court's jurisdiction and agrees that the Parties may depose the person or entity with regard to their objection. Unless the Court otherwise directs, no person or entity shall be entitled to object to the approval of the Settlement, any judgment entered thereon, the adequacy of the representation of the Class by Lead Plaintiffs and Lead Counsel, any award of attorneys' fees and expenses, the allocation of the Settlement Fund, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as described above. Any person or entity who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in the Consolidated Class Action or any other proceeding. Any member of the Class who does not object to the Settlement or the Fee Application or to any other matter stated above need not do anything.

The Parties shall file any papers, including memoranda or briefs, in response to any objections no later than five (5) business days prior to the Settlement Hearing (defined below).

19. What's the difference between objecting to the Settlement and being excluded from the Settlement?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object *only if* you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S SETTLEMENT HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a settlement hearing (the "Settlement Hearing") at 11:00 a.m. on August 6, 2014, at the United States Courthouse, Charles R. Jonas Federal Building, 401 West Trade Center, Charlotte, NC 28202. At this hearing, the Court will, among other things: (i) determine whether the Class as defined above should be certified pursuant to Federal Rule of Civil Procedure 23(b)(3); (ii) determine whether the proposed Settlement should be approved as fair, reasonable, adequate and in the best interests of the Class; (iii) determine whether all of Lead Plaintiffs' claims should be dismissed with prejudice; (iv) determine whether the proposed Order and Final Judgment approving the Settlement should be entered; (v) determine whether, and in what amount, an award of attorneys' fees and expenses should be paid to Lead Counsel; (vi) consider any objections to the proposed Settlement or to Lead Counsel's application for an award of attorneys' fees and expenses; and (vii) rule on such other matters as the Court may deem necessary and appropriate.

The Court has the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the Fee Application, without further notice of any kind to the Class.

The Court has the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Parties to the Stipulation and without further notice to the Class.

21. Do I have to come to the Settlement Hearing?

No. Lead Counsel will answer any questions Judge Mullen may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed and served your written objection on time as explained in Question 18, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

22. May I speak at the Settlement Hearing?

You may ask the Court for permission to speak at the Settlement Hearing. To do so, as explained in Question 18, you must file and serve a written notice of your intention to appear. You cannot speak at the Settlement Hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will receive no money from the Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Defendants or the Defendant Released Persons about the claims being released in the Settlement. All members of the Class who do not submit valid and timely Proof of Claim forms shall be forever barred from receiving any payments from the Settlement, but will in all other respects be subject to and bound by the provisions of the Stipulation and any Order and Final Judgment entered.

OBTAINING MORE INFORMATION

24. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation. You can obtain a copy of the Stipulation or more information about the Settlement by visiting www.SwisherSecuritiesSettlement.com or by contacting Lead Counsel by telephone or in writing as noted on Page 8 of this Notice. You can also obtain a copy of the Stipulation from the Clerk's office at the United States District Court for the Western District of North Carolina United States Courthouse, Charles R. Jonas Federal Building, 401 West Trade Center, Charlotte, NC 28202, during regular business hours.

Do Not Telephone The Court Regarding This Notice.

SPECIAL NOTICE TO NOMINEES

If you hold shares of any Swisher common stock purchased on the NASDAQ stock exchange or hold shares of Swisher common stock otherwise acquired in a transaction that took place within the United States or its territories at any time between and including March 1, 2011 and March 28, 2012, as nominee for a beneficial owner, then you must either: (1) send a copy of this Notice by First-Class Mail to all such persons or entities; or (2) provide a list of the names and addresses of such persons or entities to the Claims Administrator:

SWISHER SECURITIES SETTLEMENT
ATTN: FULFILLMENT DEPARTMENT
c/o A.B. DATA, LTD.
3410 WEST HOPKINS STREET
PO BOX 170500
MILWAUKEE, WI 53217-8091
Phone: 866-561-6065
fulfillment@abdata.com

If you choose to mail this Notice and the Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding this Notice, and which would not have been incurred but for the obligation to forward this Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: APRIL 3, 2014

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA