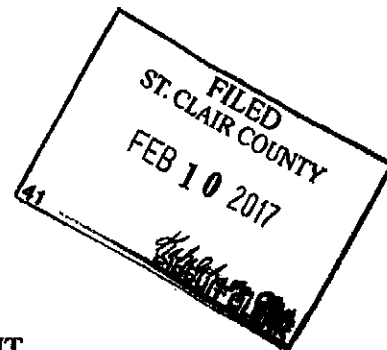


IN THE CIRCUIT COURT OF ST. CLAIR COUNTY, ILLINOIS

GHERSON TOVAR,)
individually and on)
behalf of all other similarly-situated)
)
Plaintiff)
v.)
DREW'S LLC)
)
Defendant.)

No. 16-L-313



STIPULATION OF CLASS ACTION SETTLEMENT

This Stipulation of Settlement is entered into by and among Plaintiff Gherson Tovar, on behalf of himself and the Settlement Class Members, and Defendant Drew's LLC ("Drew's"). Capitalized terms used herein are defined in Section II of this Stipulation or indicated in parentheses elsewhere in this Stipulation. Subject to the Court's approval, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Stipulation and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the Action shall be settled and compromised upon the terms and conditions contained herein.

I. RECITALS

A. On June 15, 2016, Plaintiff Tovar filed this Action against Drew's on behalf of himself and all Persons who purchased certain Drew's Products during the Class Period. Plaintiff alleges in the complaint that, among other things, the Product packaging was false and deceptive in that it led purchasers to believe that the Products were "All Natural," when in fact they included one or more synthetic ingredients. Plaintiff contends that Drew's representations give rise to claims for consumer fraud, breach of express and implied warranties and unjust enrichment, among others.

B. Drew's wholly denies the allegations in the Complaint and contends strongly that all of the ingredients used in its products labeled as "All Natural" are not synthetic. In addition, Drew's contends that all ingredients that have previously been used in any Drew's product labeled as "All Natural" were not synthetic. However, to avoid the costs, disruption and distraction of further litigation, and without admitting the truth of any allegations made in the Action, or any liability with respect thereto, Drew's has concluded that it is desirable that the claims against it be settled and dismissed on the terms reflected in this Stipulation.

II. DEFINITIONS

A. As used in this Stipulation and the attached exhibits (which are an integral part of the Stipulation and are incorporated in their entirety by reference) the following terms shall have the meanings set forth below, unless this Stipulation specifically provides otherwise:

1. "Action" means *Gherson Tovar v. Drew's LLC*, Case No. 16-L-313, St. Clair County, IL.
2. "Administration Expenses" means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties perform in furtherance of the notice and administration of the Settlement and to secure performance as forth in this Stipulation, in an amount not to exceed fifty thousand and No/100 Dollars (\$50,000).
3. "Application" means the application to be filed by Class Counsel in this Action by which they will seek an award of attorneys' fees, a Class Representative Service Award, and reimbursement of costs they incurred prosecuting this Action.
4. "Attorneys' Fees and Expenses" means such funds as may be awarded by the Court based on the Settlement described herein to compensate Class Counsel as determined

by the Court, as described more particularly in Section VI of this Stipulation.

5. The “Cash Fund” means the fund set aside for payment of Valid Claims, Administration Expenses, and Attorneys’ Fees and Expenses, as set forth in Section VB1 of this Stipulation.

6. “Claim” means a request for relief pursuant to this Stipulation submitted by or on behalf of a Settlement Class Member on a Claim Form filed with the Settlement Administrator in accordance with the terms of this Stipulation.

7. “Claims Deadline” means the date by which a Claim Form must be postmarked to be considered timely and shall be a date no later than 60 days after entry of the Final Approval Order. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Settlement Notice and the Claim Form.

8. “Claim Form” means the proposed Claim Form in substantially the form attached as **Exhibit 3** to the Proposed Preliminary Approval Order to be used by Settlement Class Members to make a Claim under the Settlement in Tier 1 or Tier 2 (described below) which form is to be approved by the Court and to be posted online in accordance with Section VII of this Stipulation.

9. “Claim Period” means the period of time during which a Settlement Class Member must submit a Claim Form to be eligible to receive monetary relief as part of the Settlement. The Claim Period shall commence upon entry of the Final Approval Order and will continue for 60 consecutive days thereafter.

10. “Class Counsel” means Stuart L. Cochran of Steckler Gresham Cochran PLLC, Matthew H. Armstrong of Armstrong Law Firm LLC, and David C. Nelson of Nelson and Nelson, Attorneys at Law, P.C.

11. "Class Notice" means the notice in substantially the forms discussed in this Stipulation.
12. "Class Period" means June 15, 2011 through, and including the date of entry of the Preliminary Approval Order.
13. "Class Representative" means Plaintiffs Gherson Tovar and Michael Hensel.
14. "Court" means the St. Clair County, IL Circuit Court.
15. "Defendant" or "Drew's" means Drew's LLC.
16. "Effective Date" means the fifth business day after the date the last of the following occurs:
 - a. All Parties and their counsel, Drew's Counsel and Class Counsel have executed this Stipulation;
 - b. The Court has entered the Final Approval Order; and
 - c. The Final Approval Order has become a final, non-appealable judgment approving the Settlement in all respects and is no longer subject to review, rehearing, appeal, petition for allowance of appeal, petition for certiorari, or other review of any kind.
17. "Fairness Hearing" and/or "Final Approval Hearing" means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after notice has been provided to the Settlement Class in accordance with this Stipulation, and where the Court will: (a) determine whether to grant final approval to the certification of the Settlement Class; (b) determine whether to designate Plaintiff as the

representatives of the Settlement Class; (c) determine whether to designate Class Counsel as counsel for the Settlement Class; (d) determine whether to grant final approval to the Settlement; (e) rule on Class Counsel's Application for a Fee Award and reimbursement of costs; and (f) consider whether to enter the Final Approval Order.

18. "Fee Award" means the amount of attorneys' fees, Service Award, and reimbursement of costs awarded by the Court to Class Counsel for all of the past, present, and future attorneys' fees, costs (including court costs), expenses, and disbursements incurred by them and their experts, staff, and consultants in connection with the Action, up to a maximum of One Hundred Forty-Two Thousand Five Hundred Dollars (\$142,500.00).

19. "Final Approval Order" means an order, to be entered by the Court granting, among other things, final approval of the Stipulation and entry of final judgment with respect thereto.

20. "Household" means all Persons residing at the same physical address.

21. "Labeling" means the display of written, printed, or graphic matter upon the packaging of the Products, as well as written, printed, or graphic matter designed for use in the distribution or sale of the Products, including information found on Drew's or its customers' or affiliates' websites supplementing, describing, explaining, and/or promoting the Product.

22. "Media Plan" means a proper notice plan, in substantially the form attached to the Proposed Preliminary Approval Order as **Exhibit 2**, developed by the Settlement Administrator to expose a majority percentage of the Settlement Class to the Notice and to command the Settlement Class Members' attention when the Settlement Notice appears on the internet or in printed media.

23. "Motion for Preliminary Approval of Settlement" means the motion, to be

filed by Plaintiff, seeking entry by the Court of the Preliminary Approval Order, and includes all supporting papers.

24. The “Non-Cash Component” means that portion of this Stipulation set forth in Section VB2.

25. “Notice Date” means the date on which the Settlement Administrator disseminates the Settlement Notice consistent with the Preliminary Approval Order. The Notice Date shall be no later than thirty (30) days after the Court’s entry of the Preliminary Approval Order.

26. “Parties” means Plaintiff and Defendant.

27. “Person” means any natural person, corporation, partnership, business organization or association, or other type of legal entity.

28. “Plaintiff” means Gherson Tovar.

29. “Preliminary Approval Order” means an order, in substantially the form of the Proposed Preliminary Approval Order, to be entered by the Court granting, among other things, preliminary approval of the Settlement.

30. “Product” and/or “Products” means all Drew’s All Natural Dressings and/or Quick Marinades.

31. “Proof of Purchase” means a receipt, UPC code, picture of opened Product showing UPC code, or other documentation from a third-party commercial source reasonably establishing the fact and date of purchase of the Product during the Class Period in the United States.

32. “Proposed Preliminary Approval Order” means the order attached hereto as Exhibit A.

33. "Releases" means all of the releases contained in Section XI of this Stipulation.

34. "Released Claims" are defined in Paragraph XI.

35. "Released Parties" means Drew's and all of its parent companies, related companies, direct and indirect subsidiaries, affiliates, franchisees, distributors, wholesalers, retailers, advertising and production agencies, licensors, and agents, including all officers, directors, employees, shareholders, consultants, insurers, agents, and assigns of any of the foregoing. For the avoidance of doubt, Released Parties shall include all sellers and re-sellers of Products.

36. "Releasing Parties" means Plaintiff, all Settlement Class Members, Class Counsel, and any Person claiming by or through him/her/it, including any Person claiming to be his/her/its spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee or affiliate.

37. "Residual Cash Fund" means the amount remaining in the Cash Fund after all Valid Claims, Attorneys' Fees and Expenses, and Administration Expenses are accounted for.

38. "Service Award" means any award sought by application to and approved by the Court that is payable to Class Representative(s) up to a maximum total amount of One Thousand Five Hundred and No/100 Dollars per Class Representative and to be paid from the Fee Award, to compensate the Class Representatives for their efforts in bringing the Action and achieving the benefits of this Stipulation on behalf of the Settlement Class.

39. "Settlement" means the settlement into which the Parties have entered to

resolve the Action. The terms of the Settlement are as set forth in this Stipulation and attached exhibits.

40. "Settlement Administrator" means Tilghman & Company, P.C., the independent entity selected by the Parties to administer the Settlement and approved by the Court.

41. "Settlement Class" means: all Persons who purchased the Products in the United States, including any territories of the United States, during the Class Period. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Product for resale; (b) Drew's and its employees, principals, affiliated entities, legal representatives, successors and assigns; (c) any Person who files a valid, timely Request for Exclusion; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof) and (e) the judges to whom this Action is assigned and any members of their immediate families.

42. "Settlement Class Members" means all Persons who are members of the Settlement Class and who do not exclude themselves from the Settlement Class in the manner and time prescribed by the Court in the Preliminary Approval Order.

43. "Settlement Amount" means the monetary relief available to Settlement Class Members, including the Cash Fund and the Non-Cash Component, in an aggregate amount not to exceed Four Hundred Seventy-Five Thousand Dollars (\$475,000.00) to implement the terms of the Settlement. The Settlement Amount represents the limit and extent of Defendant's monetary obligations under this Stipulation.

44. "Settlement Notice" means a notice substantially in the form attached as **Exhibit 1** to the Proposed Preliminary Approval Order, to be approved by the Court and to be

disseminated in accordance with Section VII of this Stipulation.

45. "Settlement Website" means the website that may be created for this Settlement that may include information about the Action, the Settlement, and relevant documents and electronic and printable forms relating to the Settlement, including the Claim Form, and which Settlement Class Members can visit to read or request additional information regarding the Settlement. The Settlement Website shall be www.xxxxxxxxxxxxxxxxxxxx.com.

46. "Stipulation" means this Stipulation of Settlement and the exhibits attached hereto.

47. "Valid Claim" means a Claim Form submitted by a Settlement Class Member that (a) is submitted in accordance with the directions accompanying the Claim Form and the provisions of the Settlement; (b) is, on the initial submission, accurately, fully and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) is signed physically or by e-signature by a Settlement Class Member or Person with authority to sign for and bind a Settlement Class Member, subject to the penalty of perjury; (d) is returned via mail and post-marked by the Claims Deadline, or, if submitted online, is received by midnight of the Claims Deadline Eastern Standard Time and is determined to be valid by the Settlement Administrator.

B. Other capitalized terms in this Stipulation but not defined in Section II.A. shall have the meanings ascribed to them elsewhere in this Stipulation.

III. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

This Stipulation is for settlement purposes only, and neither the fact of, nor any provision contained in this Stipulation or its Exhibits, nor any action taken hereunder, shall constitute, be construed as, or be admissible in evidence as an admission of: (a) the validity of any claim or

allegation by Plaintiff or of any defense asserted by Drew's in the Action or any other action or proceeding; or (b) any wrongdoing, fault, violation of law, or liability on the part of any Party, Released Party, Settlement Class Member, or their respective counsel.

For the purpose of implementing this Stipulation, and for no other purpose, Defendant stipulates to the conditional certification of the nationwide Settlement Class in this Action as set forth in the Proposed Preliminary Approval Order. If for any reason this Stipulation should fail to become effective, Defendant's stipulation to certification of the Settlement Class provided for in this Section III, or to any other class or subclass, shall be null and void, and the Parties shall return to their respective positions in this Action before this Stipulation was executed.

IV. REQUIRED EVENTS

A. As soon as practicable after the execution of this Stipulation, Plaintiff shall file in the Action this Stipulation and a motion seeking entry of the Preliminary Approval Order, which order by its terms shall accomplish all of the following:

1. Preliminarily approve the Settlement and this Stipulation as fair, adequate, and reasonable to the Settlement Class;
2. Conditionally certify the Settlement Class for the purpose of effecting the Settlement;
3. Designate Plaintiff as the representative of the Settlement Class;
4. Designate Class Counsel as counsel for the Settlement Class;
5. Designate Tilghman & Company, P.C., as the Settlement Administrator and instruct the Settlement Administrator to perform the following functions in accordance with the terms of

this Stipulation, the Preliminary Approval Order, and the Final Approval Order:

- a. Process requests for exclusion from the Settlement in accordance with Section VIII of this Stipulation;
 - b. Process objections to the Settlement in accordance with Section VIII of this Stipulation;
 - c. Process Claim Forms in accordance with Section V of this Stipulation; and
 - d. Issue the Settlement Notice.
6. Approve the form, contents, and method of notice to be given to the Settlement Class as set forth in Section VII of this Stipulation, and direct Drew's to provide, and cause to be provided, such notice and to file with the Court a declaration of compliance with those notice requirements, as set forth in Section VII of this Stipulation;
 7. Establish procedures and schedule deadlines for Persons in the Settlement Class to object to the Settlement or certification of the Settlement Class, and to exclude themselves from the Settlement, all consistent with the terms of this Stipulation;
 8. Schedule the Fairness Hearing; and
 9. Schedule deadlines for the filing of: papers in support of final approval of the certification of the Settlement Class, the designation of Plaintiff as the representatives of the Settlement Class, the appointment of Class Counsel as counsel for the Settlement Class, and the Settlement; Class Counsel's Application

for attorneys' fees and expenses; and objections to certification of the Settlement Class, to the designation of Plaintiff as the representatives of the Settlement Class, to the appointment of Class Counsel as counsel for the Settlement Class, or to the Settlement.

At the Fairness Hearing, the Parties will jointly request the Court to enter the Final Approval Order, which: grants final approval of the certification of the Settlement Class, designates Plaintiff as the representatives of the Settlement Class, and designates Class Counsel as counsel for the Settlement Class, all as conditionally approved in the Preliminary Approval Order; grants final approval of the Settlement and this Stipulation as fair, reasonable, and adequate to the Settlement Class; provides for the release of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims; orders the dismissal with prejudice of all claims, causes of action, and counts alleged in the Action, and incorporates the releases and covenant not to sue stated in this Stipulation, with each of the Parties to bear its or his/her own costs and attorney's fees, except as provided in Section VI below; and preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of this Stipulation.

Plaintiff, Class Counsel, and Defendant will cooperate and take all reasonable actions to accomplish the above. If the Court fails or refuses to enter either the Preliminary Approval Order and/or the Final Approval Order in substantially the forms attached as Exhibits hereto, Plaintiff, Class Counsel, and Defendant will use all reasonable efforts that are consistent with this Stipulation to cure any defect identified by the Court. If, despite such efforts, the Court does not enter the Preliminary Approval Order and/or the Final Approval Order upon terms acceptable to

either or both of the Parties, the Parties will return to their prior positions in the Action, in accordance with Section III of this Stipulation.

V. **SETTLEMENT CONSIDERATION AND PROCEDURES FOR PROVIDING BENEFITS TO SETTLEMENT CLASS MEMBERS**

A. **Injunctive Relief**

Within sixty (60) calendar days after entry of the Final Approval Order, Drew's shall no longer include the term "All Natural" on the Label for any Product that it manufactures or sells. In addition, within sixty (60) calendar days after entry of the Final Approval Order, Drew's shall no longer advertise that any Product is "All Natural." However, even after this sixty (60) day period, Drew's shall have the right to exhaust its existing inventory of Products containing a Label with the term "All Natural." Moreover, this section does not require Drew's to take any action with respect to preventing any third party from (i) advertising any Product as "All Natural" or (ii) selling any Product labeled "All Natural." No third party vendor is bound by the terms of this Settlement Agreement, and Drew's is not required to communicate the terms of this Settlement Agreement to any third-party. For avoidance of doubt, any action taken by any third party with respect to the advertising of any Product is not imputed to Drew's, and Drew's is not responsible for the actions of any of its vendors. In addition, Drew's may continue to produce and sell any Product so long as that Product is not labeled or advertised as "All Natural."

B. **Monetary Benefits to Settlement Class Members**

1. **The Cash Fund.** Drew's will establish a common cash fund in the amount of \$200,000.00 to compensate Settlement Class Members who file Valid Claims by the Claims Deadline and comply with all other conditions and requirements of the applicable Claim Form and this Stipulation and to cover Attorneys' Fees and Expenses, and Administration Expenses,

with such cash benefits to be determined based on which of the following 2 Tiers the Settlement Class Member elects and for which the Settlement Class Member qualifies:

1. Tier 1. Settlement Class Members who fill out the Claim Form and who do not have valid Proof of Purchase may recover \$.50/Product purchased up to a maximum of 3 Products/\$1.50 per Household; or
2. Tier 2. Settlement Class Members who fill out the Claim Form and who have valid Proof of Purchase may recover \$.50/Product for each Product purchased, up to a maximum of 20 Products/\$10.00 per Household.

For the avoidance of doubt, a Settlement Class Member may only file a claim for one Tier and there is only one benefit per Household. If the total amount of Valid Claims exceeds the Residual Cash Fund after accounting for Attorneys' Fees and Expenses and Administration Expenses, then the amount of Attorneys' Fees and Expenses due and payable shall be proportionately reduced, such that Drew's maximum cash liability under this Agreement for Valid Claims, Attorneys' Fees and Expenses and Administration Expenses shall not exceed \$200,000 in the aggregate. If there are unclaimed funds in the Residual Cash Fund after Attorneys' Fees and Expenses, Administration Expenses, and all Valid Claims are paid, the unclaimed funds shall be distributed *cy pres* to the Land of Lincoln Legal Assistance Foundation, Inc.

2. The Non-Cash Component. In addition to the Cash Fund described in the preceding paragraph, Drew's shall make available \$275,000.00 worth of \$3 coupons, for a total of 91,667 coupons. Any Class Member submitting a Claim Form pursuant to the preceding paragraph shall also be entitled to one coupon. In order to receive a coupon, a Class Member must indicate its email address in the Claim Form, and it will receive a coupon code from Drew's or the Settlement Administrator via email. The Coupons will expire no less than nine

months after the date on which they are issued. These coupons can be used only toward purchasing a case containing six 12-ounce bottles of any Drew's salad dressing and/or marinade product from the Drew's website at chefdrew.com

C. Procedures for Providing Benefits to Settlement Class Members

The Parties shall jointly ask the Court to approve Tilghmam & Company, P.C., as the Settlement Administrator. The Settlement Administrator shall, subject to the supervision of the Court, administer the relief provided by this Stipulation by processing Claim Forms in a rational, responsive, cost effective and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Stipulation. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel, Drew's Counsel, the Parties and their representatives promptly upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall promptly provide Class Counsel and Drew's Counsel with information concerning notice, administration and implementation of the Stipulation. Should the Court request or should it be reasonably advisable to do so, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator. Without limiting the foregoing, the Settlement Administrator shall:

1. promptly forward upon request to Drew's Counsel and Class Counsel, copies of all documents and other materials relating to the administration of the Settlement;
2. receive requests from Settlement Class Members to exclude themselves from the Settlement Class and promptly provide to Class Counsel and

Drew's Counsel a copy thereof upon receipt. If the Settlement Administrator receives any requests for exclusion from Settlement Class Members after the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Drew's Counsel;

3. provide reports and summaries, as requested, to Class Counsel and Drew's Counsel, including without limitation, reports regarding the number of Claim Forms received and the identity of the Settlement Class Members;
4. employ reasonable procedures to screen Claims Forms for waste, fraud, and abuse and shall reject a Claim Form, or any part of a claim for a payment reflected therein, where the Settlement Administrator determines that there is evidence of fraud. The Settlement Administrator will review each Claim Form based upon the initial submission by Settlement Class Member and ensure that each is complete, properly substantiated and, based on the substantiation, determine the appropriate benefit to be paid, if any, in accordance with the terms of this Agreement. The Settlement Administrator is empowered to pay legitimate and valid claims only.
5. prepare a declaration attesting to compliance with the Class Notice requirements set forth below and identifying all opt-outs and/or objectors. Such declaration shall be provided to Drew's Counsel and Class Counsel for filing with the Court no later than fourteen (14) days prior to the Final Approval Hearing.
6. issue checks for payment of Valid Claims ("Benefit Checks"). Drew's is obligated to pay Valid Claims only. The limited cash benefit does not create a property right or interest in the settlement benefits made available pursuant to this Stipulation. All Benefit Checks issued pursuant to the Settlement shall bear in the legend that they expire if not negotiated within sixty (60) days of their date of issue. To the extent that a Benefit Check issued to a Settlement Class Member is not cashed within sixty (60) days after the date of issue, the check will be void.

All Claims must be submitted via the approved Claim Form and received by the Settlement Administrator and postmarked by the Claims Deadline if submitted by mail, or, if submitted online, received by midnight of the Claims Deadline and is determined to be valid by the Settlement Administrator. The Claims Deadline shall be clearly set forth in the Class Notice, the Settlement Website, and on the Claim Form. Settlement Class Members who fail to submit a Claim Form by the Claims Deadline shall not be eligible for any benefits under the Settlement.

Claim Forms submitted prior to the opening of the Claim Period shall be eligible for a benefit and shall be paid as if submitted after the commencement of the Claim Period.

The Claim Form may be available on the Settlement Website. Settlement Class Members must submit their completed and signed Claim Forms to the Settlement Administrator by mail or online and postmarked or submitted on or before the Claims Deadline.

Class Counsel and Drew's Counsel shall be entitled to inspect all Claims deemed deficient or denied by the Settlement Administrator, and Class Counsel shall be entitled to confer with the prospective Class Member whose claim was denied. If additional information or documentation is provided by the prospective Class Member that substantiates the previously denied claim, Class Counsel may provide the information to the Settlement Administrator for a second review. The Settlement Administrator's second determination shall be final and binding.

After all Claims have been processed, the Settlement Administrator will provide Drew's and Class Counsel with the approved claimants list, including the distribution calculations for each claim, and details regarding any deficient Claim Forms and all claims marked for denial. The Settlement Administrator will maintain a database of filed claims, which will include all relevant information captured from the Claim Form.

VI. CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF COSTS, AND SERVICE AWARD

A. Class Counsel will submit to the Court an application seeking a Fee Award of not more than \$142,500.00 in attorneys' fees, expenses, and costs. From which, Class Counsel will also submit to the Court an application seeking leave to pay a Service Award to each Class Representative, as compensation for their efforts in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class. Court approval of Class Counsel's Fee Award will not be a condition of the Settlement. If the Court denies, in whole or part, Class

Counsel's application for a Fee Award, the remainder of the terms of this Stipulation and of the Settlement shall remain in effect. In addition, no interest will accrue on such amounts at any time. Neither Class Counsel nor Plaintiff will request nor will they accept any award inconsistent with these terms.

B. Drew's agrees that it will not object to the amount of Class Counsel's Application for Fee Award up to the amounts set forth in the preceding paragraph, and agrees that it will, contingent on entry of the Final Approval Order, pay the amounts approved by the Court up to the amounts set forth in the preceding paragraph. Attorneys' fees and expenses awarded by the Court shall be payable within fifteen (15) days of after the Effective Date. Drew's shall make the payment to Class Counsel by providing a check to Class Counsel in the amount of the total sum awarded and approved by the Court. Class Counsel shall provide to Drew's in a timely manner all information necessary to enable Drew's to make the payment within the time required.

C. Class Counsel shall provide Drew's with all necessary accounting and tax information, including W-9 forms, with reasonable advance notice to allow Drew's to make the Attorneys' Fees and Expenses award payment as set forth above.

VII. NOTICE AND DISSEMINATION TO THE SETTLEMENT CLASS, AND CLAIMS DEADLINES.

Subject to Court approval, the Parties agree that the Settlement Administrator shall cause notice of the proposed Settlement to be provided to the Settlement Class by the following methods:

A. Settlement Notice

The Parties agree that the Settlement Notice shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court. Collectively, the Settlement Notice shall

in general terms set forth and sufficiently inform the Settlement Class Members of: (1) a short, plain statement of the background of the Action, the Class certification, and the essential terms of the Settlement; (2) appropriate means for obtaining additional information regarding the Settlement and the Action; (3) appropriate information concerning the procedure for challenging or excluding themselves from the Settlement, if they should wish to do so; and (4) that any relief to Settlement Class Members is contingent on the Court's final approval of the Settlement. The Parties will request the Court to approve the Settlement Notice in the Preliminary Approval Order.

B. Settlement Website

The Settlement Administrator may establish a Settlement Website that may contain the Complaint in the Action, the Motion for Preliminary Approval, the Preliminary Approval Order, the Settlement Notice, and the Claim Form. The Settlement Website will also identify key deadlines (e.g., the Claims Deadline, the Opt-Out Deadline, Objection Deadline, the date of Final Approval Hearing), and direct Settlement Class Members on how to submit Claim Forms and include a "Frequently Asked Questions" section.

C. Toll-Free Telephone Support Line

The Settlement Administrator may establish a toll-free telephone support line that will provide Settlement Class Members with general information about the Action and will respond to frequently asked questions about the Action and claim procedure available exclusively through an interactive voice response (IVR).

D. Methods for Dissemination of Notice

As soon as practicable, but no later than thirty (30) days after the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Settlement

Notice consistent with the Preliminary Approval Order by setting up the Settlement Website on the Internet and posting the Settlement Notice as set forth in the Media Plan.

E. Declaration of Compliance.

The Settlement Administrator shall prepare a declaration attesting to compliance with the Settlement Notice requirements set forth above. Such declaration shall be provided to Defendant's Counsel and Class Counsel and filed with the Court no later than fourteen (14) days prior to the Final Approval Hearing.

F. Report on Requests for Exclusion and Objections

Not later than fourteen (14) days before the Final Approval Hearing, the Settlement Administrator shall prepare and deliver to Class Counsel, who shall file with the Court, and Defendant's Counsel, a report stating the total number of Persons who have submitted timely and valid Requests for Exclusion from the Settlement Class and Objections to the Settlement, and the names of such Persons.

VIII. OBJECTIONS AND REQUESTS FOR EXCLUSION

A. Objections

Any Settlement Class Member who intends to object to the Settlement must do so no later than forty-five (45) calendar days after the Notice Date (the "Objection Deadline"). In order to object, the Settlement Class Member must file with the Court, and provide a copy to Class Counsel and Defendant's Counsel, a document that includes:

1. The name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel;
2. Specifically and in writing, all objections;
3. Whether he/she intends to appear at the Final Approval Hearing, either with or without counsel;
4. A statement of his/her membership in the Settlement Class, including all information required by the Claim Form; and

5. A detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement.

B. Compliance With Objection Requirements

Any Settlement Class Member who fails to file and serve timely a written objection containing all of the information listed in the items (1) through (5) of the previous paragraph, including notice of his/her intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Stipulation by any means, including but not limited to an appeal.

C. Requests for Exclusion

Any Settlement Class Member may request to be excluded (or “opt out”) from the Settlement Class (“Requests for Exclusion”). A Settlement Class Member who wishes to opt out of the Settlement Class must do so no later than forty-five (45) calendar days after the Notice Date (the “Opt-Out Deadline”). In order to opt out, a Settlement Class Member must complete and mail to the Settlement Administrator a Request for Exclusion that is postmarked no later than the Opt-Out Deadline.

Requests for Exclusion that are postmarked after the Opt-Out Deadline will be considered invalid and of no effect, and the Person who untimely submits a Request for Exclusion will remain a Settlement Class Member and will be bound by any Orders entered by the Court, including the Final Approval Order. Except for those Persons who have properly and timely submitted Requests for Exclusion, all Settlement Class Members will be bound by this Stipulation and the Final Approval Order, including the Releases contained herein, regardless of

whether they file a Claim or receive any monetary relief.

Any Person who timely and properly submits a Request for Exclusion shall not (a) be bound by any orders or the Final Approval Order nor by the Releases contained herein; (b) be entitled to any relief under the Settlement; (c) gain any rights by virtue of this Stipulation; or (d) be entitled to object to any aspect of this Stipulation.

Each Person requesting exclusion from the Settlement Class must personally sign his or her own individual Request for Exclusion. No Person may opt-out of the Settlement Class any other Person, or be opted-out by any other Person, and no Person shall be deemed opted-out of the Settlement Class through any purported "mass" or "class" opt-outs.

The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a final list of any timely Requests for Exclusion received by the Settlement Administrator within five (5) business days after the Opt-Out Deadline.

IX. COSTS OF NOTICE AND ADMINISTRATION

The costs of preparing and disseminating the notices provided for in Section VII above; and the other Administration Expenses, including payments made for the services of the Settlement Administrator and third-party expenses shall be made from the Cash Fund. Notwithstanding anything to the contrary herein, Drew's shall not be responsible for any cost that may be incurred by, on behalf of, or at the direction of Plaintiff or Class Counsel in: (A) responding to inquiries about the Stipulation, the Settlement, or the Action; (B) posting the Publication Notice on Class Counsel's website, should that occur; (C) defending the Stipulation or the Settlement against any challenge to either or both of them; or (D) defending against any challenge to any order or judgment entered pursuant to the Stipulation.

X. PROCEDURES FOR SETTLEMENT APPROVAL

A. Preliminary Approval

No less than three (3) days prior to the date set by the Court for the Preliminary Approval Hearing,, the Plaintiff shall move the Court for entry of the Preliminary Approval Order, subject to changes agreed to by the Parties for accuracy, formatting, or clarity.

B. Final Approval

No less than seven (7) days prior to the date set by the Court for the Fairness Hearing, the Plaintiff shall apply to the Court for entry of the Final Approval Order, subject to changes agreed to by the Parties for accuracy, formatting, or clarity.

At the Fairness Hearing, the Parties will jointly request the Court to enter the Final Approval Order, which: grants final approval of the certification of the Settlement Class, designates the Class Representative(s), and designates Class Counsel conditionally approved in the Preliminary Approval Order; grants final approval to the Settlement and establishes this Stipulation as fair, reasonable, and adequate to the Settlement Class; provides for the release of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims; orders the entry of judgment for Defendant on all claims, causes of action, and counts alleged in the Action, and incorporates the Releases stated in this Stipulation, with each of the Parties to bear its or his own costs and attorneys' fees, except as provided in Section VI above; authorizes the payment by Drew's of Class Counsel's Fee Award in accordance with Section VI above and the terms of the Stipulation; and preserves the Court's continuing jurisdiction over the administration of the Settlement and enforcement of the Stipulation.

XI. RELEASES

A. By executing this Stipulation, the Parties acknowledge that, upon both the entry of the Final Approval Order by the Court, and the passing of the Effective Date, the Action shall be dismissed with prejudice, an order of dismissal with prejudice shall be entered, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Released Parties. The Final Approval Order shall provide for and effect the full and final release, by the Releasing Parties of all Released Claims, in the following form:

The Releasing Parties hereby fully release and forever discharge the Released Parties from any and all claims, demands, rights, damages, obligations, suits, debts, liens, contracts, agreements, judgments, expenses, costs, liabilities, and causes of action of every nature and description, including claims for attorneys' fees, expenses and costs, whether known or unknown, suspected or unsuspected, existing now or arising in the future that (a) is or are based on any act, omission, inadequacy, misstatement, representation, harm, matter, cause or event whatsoever that has occurred at any time from the beginning of time up to and including the entry of the Preliminary Approval Order and (b) arise from or are related in any way to the Action, the Products or the marketing, advertising, promoting or Labeling of the Products.

This release expressly excludes and does not release the Released Parties from any claims, if any, the Releasing Parties may have against the Released Parties for personal injury damages relating to the Products.

B. Without limiting the foregoing, the release specifically extends to claims that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement, and the release contained herein, becomes effective. This Paragraph constitutes a waiver of, without limitation as to any other applicable law, section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF

EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM
OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
HER SETTLEMENT WITH THE DEBTOR.

The Releasing Parties understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

C. The Final Approval Order shall further provide for and effect the release of all actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorney's fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, that Drew's now has against Plaintiff, Settlement Class Members or Class Counsel by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Action or the claims and defenses asserted in the Action.

Notwithstanding the above, the Court shall retain jurisdiction over the Parties and the Stipulation with respect to the future performance of the terms of the Stipulation, and to assure that all payments and other actions required of any of the Parties by the Settlement are properly made or taken.

XII. FINAL JUDGMENT AND SETTLEMENT APPROVAL

This Stipulation is subject to and conditioned upon the issuance by the Court of the Final Approval Order that finally certifies the Settlement Class for the purposes of this settlement, grants final approval of the Stipulation, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Stipulation and the Parties' performance of their continuing rights and obligations hereunder.

XIII. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to, and agrees with, the other Party as follows:

A. Each Party has had the opportunity to receive, and has received, independent legal advice from his or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Stipulation, and the legal and income tax consequences of this Stipulation, and fully understands and accepts the terms of this Stipulation.

B. Drew's represents and warrants: (1) that it has the requisite corporate power and authority to execute, deliver and perform the Stipulation and to consummate the transactions contemplated hereby; (2) that the execution, delivery and performance of the Stipulation and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Drew's; and (3) that the Stipulation has been duly and validly executed and delivered by Drew's and constitutes its legal, valid and binding obligation.

C. Each Class Representative represents and warrants that he/she is entering into the Stipulation on behalf of himself/herself individually and as a proposed representative of the Settlement Class Members, of his/her own free will and without the receipt of any consideration other than what is provided in the Stipulation or disclosed to, and authorized by, the Court. Each Class Representative represents and warrants that he/she has reviewed the terms of the

Stipulation in consultation with Class Counsel and believes them to be fair and reasonable, and covenants that he/she will not file a Request for Exclusion from the Settlement Class or object to the Stipulation.

D. Plaintiff represents and warrants that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that Plaintiff has or may have arising out of the Action or pertaining to his/her purchase and/or use of the Product and/or the design, manufacture, testing, marketing, labeling, packaging or sale of the Product otherwise referred to in this Stipulation, and no portion of any recovery or settlement to which Plaintiff may be entitled, has been assigned, transferred, or conveyed by or for Plaintiff in any manner; and no Person other than Plaintiff has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Stipulation as those of Plaintiff herself.

E. Neither Party relies or has relied on any statement, representation, omission, inducement, or promise of the other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Stipulation, or entering the Settlement provided for herein, except as expressly stated in this Stipulation.

XIV. NO ADMISSIONS OF FAULT

The Stipulation and every stipulation and term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Stipulation shall not be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by Plaintiff, Drew's, any Settlement Class Member or Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or the deficiency of any claim or defense that has been, could have been, or in the

future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party.

XV. MISCELLANEOUS PROVISIONS

A. Conditional Nature of Settlement and Termination

Defendant and Plaintiff shall each have the right to terminate the Settlement by providing written notice of their election to do so to the other within thirty (30) days of: (a) the Court's declining to enter the Preliminary Approval Order in substantially the form attached hereto; (b) the Court's refusal to approve this Stipulation or any part of it; (c) the Court's declining to enter the Final Approval Order in substantially the form attached hereto; (d) the date upon which the Final Approval Order is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; (e) in the event that the Court enters an order and final judgment in a form other than that provided above ("Alternative Judgment") and neither of the parties hereto elect to terminate this Settlement, the date that such Alternative Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (f) more than 500 Settlement Class Members opt out of the Settlement pursuant to Section VIII(D) above.

B. Evidentiary Preclusion

The Parties agree that, to the fullest extent permitted by law, neither this Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any Released Party or the appropriateness of class certification in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. In

addition, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in the Action or any other proceeding for any purpose whatsoever. However, the Released Parties may file the Stipulation and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

C. Effect of Nonapproval

In the event that this Stipulation is not approved by the Court in substantially its present form, any objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason, the terms and provisions of this Stipulation shall have no further force and effect with respect to the Parties or the Settlement Class Members, and shall not be used in this Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*. In such event, this Stipulation and all negotiations, proceedings, documents prepared and statements made in connection with this Stipulation shall be without prejudice to any Party or Settlement Class Member and shall not be admissible or offered into evidence in any action or proceeding, and shall not be deemed, asserted or construed to be an admission or confession by any Party or any other Person or entity of any fact, matter or proposition of law, and shall not be used or asserted in any other manner or for any purpose, and all Parties and Settlement Class Members shall stand in the same position as if this Stipulation and Settlement had not been negotiated, made or submitted to the Court.

D. Effectiveness, Amendments, and Binding Nature

This Stipulation may be amended only in writing signed by the Parties. Except as otherwise stated above, each Party, including Plaintiff on behalf of himself/herself and the Settlement Class, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this Stipulation are hereafter found to be other than as now believed or assumed by that party to be true or applicable, this Stipulation shall nevertheless remain effective.

This Stipulation is binding on, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, executors, administrators, insurers, and successors in interest. All Released Parties other than Defendant, which is a Party, are intended to be third-party beneficiaries of this Stipulation.

E. Cooperation in Implementation

Defendant, Plaintiff, and their respective counsel agree to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms of this Stipulation.

F. Governing Law

This Stipulation shall be construed and governed in accordance with the laws of the State of Illinois, without regard to Illinois' conflict-of-laws principles.

G. Stay Pending Court Approval

Class Counsel and Drew's Counsel agree to stay all proceedings, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. If, despite the Parties' best efforts, this

Stipulation should fail to become effective, the Parties will return to their prior positions in the Action, in accordance with Section III of this Stipulation.

The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Settlement Class Member in, any other proceedings against any of the Released Parties which challenges the Settlement or otherwise asserts or involves, directly or indirectly, a Released Claim.

H. Signatures

This Stipulation may be executed in counterparts, and, when so executed, shall constitute a binding original. Each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent by email shall be deemed original signatures and shall be binding.

I. Notices

Whenever this Stipulation requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by first class US Mail and email to:

1. If to Plaintiff or Class Counsel:

Stuart L. Cochran
Cochran Law PLLC
12720 Hillcrest Rd. Ste. 1045
Dallas, TX 75230
scochran@scochranlaw.com

Michael Silberfarb
Blank Rome LLP
One Logan Square
130 North 18th Street
Philadelphia, PA 19103-6998
msilberfarb@blankrome.com

J. Good Faith

The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Stipulation. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Stipulation.

K. Protective Orders

All orders, settlement agreements and designations regarding the confidentiality of documents and information (“Protective Orders”) remain in effect, and all Parties and counsel remain bound to comply with the Protective Orders, including the provisions to certify the destruction of “Confidential” documents.

L. Binding on Successors

The Stipulation shall be binding upon, and inure to the benefit of, the heirs, and Released Parties.

M. Arms-Length Negotiations

The determination of the terms and conditions contained herein and the drafting of the provisions of this Stipulation has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. This Stipulation shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Stipulation and the Parties agree that the drafting of this Stipulation has been a mutual undertaking.

N. Waiver

The waiver by one Party of any provision or breach of the Stipulation shall not be

deemed a waiver of any other provision or breach of the Stipulation.

O. Variance

In the event of any variance between the terms of this Stipulation and any of the Exhibits hereto, the terms of this Stipulation shall control and supersede the Exhibit(s).

P. Exhibits

All Exhibits to this Stipulation are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

Q. Taxes

No opinion concerning the tax consequences of the Stipulation to any Settlement Class Member is given or will be given by Drew's, Drew's counsel, or Class Counsel; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Stipulation as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Stipulation, if any.

R. Retain Jurisdiction

The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Stipulation, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreements embodied in this Stipulation.

S. Attorneys' Fees

Notwithstanding any of the provisions herein, if any party finds it necessary to institute legal proceedings to enforce another party's obligation under this Stipulation, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

T. Support From The Parties

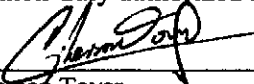
After a full investigation, discovery and arms-length negotiations, the Parties and their

counsel agree that they: (i) have independently determined that this Settlement is in the best interest of the Class; (ii) shall support motions for entry of the Preliminary Approval Order and Final Approval Order; and (iii) will not encourage any Persons to opt out or object to the Settlement or this Stipulation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed

by their duly authorized representatives.



Gherson Tovar

Date 2/8/2017

Michael Hensel

Date

Drew's LLC
By: _____
Its: _____

Date

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed
by their duly authorized representatives.

Gherson Tovar

Michael Hensel

Date

Date

Drew's LLC

By:

Its:

Date

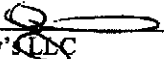
IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed
by their duly authorized representatives.

Gherson Tovar

Date

Michael Hensel

Date



Drew's LLC
By: DAVID J. HAMBRICHT
Its: PRESIDENT

2/8/2017

Date

IN THE CIRCUIT COURT OF ST. CLAIR COUNTY, ILLINOIS

GHERSON TOVAR,)	
individually and on)	
behalf of all other similarly-situated)	
)	
Plaintiff)	No. 16-L-313
v.)	
)	
DREW'S LLC)	
)	
Defendant.)	

ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT, APPROVING CLASS NOTICE, AND SCHEDULING FAIRNESS HEARING

The Court has considered Plaintiff's Motion for Preliminary Approval of Class Settlement. Upon review of the motion and its supporting brief, and the Settlement Agreement and its attachments, and after consideration of the parties' submissions and the arguments at the hearing on this matter, if any, for good cause shown, the Court preliminarily finds that the terms of the settlement are fair, adequate, and reasonable. The Court further finds that the notice provisions provided for by the Settlement Agreement are adequate and appropriate to inform members of the class of the terms of the settlement.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court does hereby preliminarily approve the Settlement Agreement¹ and the settlement set forth therein, subject to further consideration at the Final Settlement Hearing described below.

2. A hearing (the "Final Settlement Hearing") shall be held before this Court on _____, 2017, at _____ .m. to determine whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate, and

¹ The Court, for purposes of this Order, adopts the definitions of capitalized terms set forth in the Settlement Agreement.



reasonable to the Class and should be approved by the Court, and whether a Final Approval Order and Judgment should be entered herein.

3. Plaintiffs Gherson Tovar and Michael Hensel are preliminarily appointed as representative of the Settlement Class (“Class Representatives”), and the following attorneys for Plaintiff are preliminarily appointed as counsel for the Settlement Class (“Class Counsel”): Stuart L. Cochran of Steckler Gresham Cochran PLLC, Matthew H. Armstrong of Armstrong Law Firm LLC, and David C. Nelson of Nelson and Nelson, Attorneys at Law, P.C.

4. This Court is familiar with Class Counsel and has found them to be experienced, thoughtful, and effective advocates in class actions who adequately, faithfully, and zealously represent the classes they represent.

5. For purposes of determining whether the terms of the Proposed Settlement should be finally approved as fair, adequate, and reasonable, the following Settlement Class is conditionally certified for settlement purposes only:

“Settlement Class” means: all Persons who purchased the Products in the United States, including any territories of the United States, during the Class Period. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Product for resale; (b) Drew’s and its employees, principals, affiliated entities, legal representatives, successors and assigns; (c) any Person who files a valid, timely Request for Exclusion; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof) and (e) the judges to whom this Action is assigned and any members of their immediate families.

6. Should the Settlement not become final, Drew’s may still oppose class certification and the fact that the Court ordered class certification as part of the Settlement, or that Drew’s was willing to stipulate to class certification as part of the Settlement, shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in this Action or in any other proceeding.

7. The Court designates Tilghmam & Company, P.C., as the Settlement

Administrator and instructs Tilghman to perform the following functions, as set forth in the Settlement Agreement:

- a. Process requests for exclusion from the Settlement in accordance with Section VIII of the Settlement Agreement;
- b. Process objections to the Settlement in accordance with Section VIII of the Settlement Agreement;
- c. Process Claim Forms in accordance with Section V of the Settlement Agreement; and
- d. Disseminate the Settlement Notice and establish the Settlement Website, which Settlement Class Members can visit to read and obtain additional information regarding the Settlement.

8. The Court approves, as to form and content, the Settlement Notice (Exhibit 1) and the Media Plan (Exhibit 2), as provided in the Agreement, and finds that the distribution of the Notice substantially in the manner and form set forth in Paragraph VII of the Settlement Agreement meets the requirements of 735 ILCS 5/2-803 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

9. As soon as practicable, but no later than thirty (30) days after the entry of this Preliminary Approval Order, the Settlement Administrator shall disseminate the Settlement Notice by setting up the Settlement Website on the Internet and posting the Settlement Notice.

10. The Settlement Administrator shall prepare a declaration attesting to compliance with the Settlement Notice requirements and a statement of compliance with the Media Plan. Such declaration shall be provided to Defendant's Counsel and Class Counsel and filed with the Court no later than fourteen (14) days prior to the Final Approval Hearing.

11. The Court approves the Claim Form attached hereto as Exhibit 3.

12. As set forth in paragraph V(C) of the Settlement Agreement, the Claim Period

shall commence upon entry of the Final Approval Order and will continue for 60 consecutive days thereafter (the "Claims Deadline"). To be timely, all claims must be submitted by the Claim Deadline in accordance with paragraph V(C) of the Settlement Agreement.

13. Any Settlement Class Member who intends to object to the Settlement must do so no later than forty-five (45) calendar days after the date of the Notice Date (the "Objection Deadline"). In order to object, the Settlement Class Member must file with the Court, and provide a copy to Class Counsel and Defendant's Counsel, a document that includes:

1. The name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel;
2. Specifically and in writing, all objections;
3. Whether he/she intends to appear at the Final Approval Hearing, either with or without counsel;
4. A statement of his/her membership in the Settlement Class, including all information required by the Claim Form; and
5. A detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement.

Any Settlement Class Member who fails to file and serve timely a written objection and notice of his/her intent to appear at the Final Approval Hearing pursuant to this Section shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

14. Any Settlement Class Member may request to be excluded (or "opt out") from the Settlement Class. A Settlement Class Member who wishes to opt out of the Settlement Class must do so no later than forty-five (45) calendar days after the date of the Settlement Notice (the "Opt-Out Deadline"). In order to opt out, a Settlement Class Member must complete and mail to

the Settlement Administrator a Request for Exclusion that is postmarked no later than the Opt-Out Deadline. Requests for Exclusion that are postmarked after the Opt-Out Deadline will be considered invalid and of no effect, and the Person who untimely submits a Request for Exclusion will remain a Settlement Class Member and will be bound by any Orders entered by the Court, including the Final Judgment and Order Approving Settlement and the Release contemplated thereby.

15. Except for those Persons who have properly and timely submitted Requests for Exclusion, all Settlement Class Members will be bound by the Settlement Agreement and the Final Judgment and Order Approving Settlement, including the Release, regardless of whether they file a Claim or receive any monetary relief. Any Person who timely and properly submits a Request for Exclusion shall not (a) be bound by any orders or the Final Judgment and Order Approving Settlement nor by the Release contained therein; (b) be entitled to any relief under the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement Agreement. Each Person requesting exclusion from the Settlement Class must personally sign his or her own individual Request for Exclusion. No Person may opt-out of the Settlement Class any other Person, or be opted-out by any other Person, and no Person shall be deemed opted-out of the Settlement Class through any purported "mass" or "class" opt-outs.

16. Not later than fourteen (14) days before the Final Approval Hearing, the Settlement Administrator shall prepare and deliver to Class Counsel, who shall file with the Court, and Defendant's Counsel, a report stating the total number of Persons who have submitted timely and valid Requests for Exclusion from the Settlement Class and Objections to the Settlement, and the names of such Persons.

17. Class Counsel shall submit papers in support of final approval of the certification of the Settlement Class, the designation of Plaintiff as the representatives of the Settlement Class, the appointment of Class Counsel as counsel for the Settlement Class; and Class Counsel's Application for attorneys' fees and expenses no later than 3 days before the Final Settlement Hearing.

18. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Class Representative or Drew's of any fact or allegation, or of any liability, fault, or wrongdoing of any kind.

19. The Court reserves the right to adjourn or continue the date of the Final Settlement Hearing without further notice to the members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties, if appropriate without further notice to the Class.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE CIRCUIT COURT

If you purchased certain Drew's All-Natural Salad Dressings and Quick Marinades for personal use in the United States, you may be entitled to a cash refund and other benefits from a class action settlement.

An Illinois court authorized this notice. This is not a solicitation from a lawyer.

This Notice advises you of a proposed class action settlement. The settlement resolves a lawsuit regarding salad dressing and marinade products that were manufactured and sold by Drew's LLC ("Drew's"). The products at issue were labeled as "all natural." Plaintiff in the lawsuit alleged that the products at issue contained synthetic ingredients, while Drew's claimed that the products contained only "all natural" ingredients. You should read this entire Notice carefully because your legal rights are affected whether you act or not.

Your Legal Rights and Options as a Settlement Class Member	
Submit a Claim Form by _____	This is the only way to receive a payment.
Opt Out by _____	Get no payment. This is the only option that allows you to ever be a part of any future lawsuit against Drew's with respect to the legal claims in this case.
Object by _____	Write to the Court if you don't like the settlement and tell the Court why you think it shouldn't be approved.
Go to the Hearing on _____	Ask to speak in Court about the fairness of the settlement.
Do Nothing	Benefit from the prospective or injunctive relief but not receive a payment. Give up your legal rights to sue Drew's about the claims in this case.

Your rights and options are explained in this notice.

What is this Notice and why is it important?

The Court sent you this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows.

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

A class action is a lawsuit in which one or more individuals sue an individual(s), company or other entity on behalf of all other people who are in a similar position. Collectively, these people are referred to as a "Class" or "Class Members." In a class action, the court resolves certain legal issues, legal claims and defenses for all Class Members in one lawsuit, except for those who ask to be excluded from the Class. (See below for more information about excluding yourself from the Class.)

What is this Lawsuit about?

The Plaintiff in the Lawsuit claimed that the packaging of certain Drew's products was inaccurate in

109978.00606/104724755v.1

DO NOT CALL DREW'S OR THE COURT



that it led purchasers to believe that the Products were "All Natural", when in fact they included one or more synthetic ingredients. Drew's stands by its advertising and denies that products advertised as "all natural" contained any synthetic ingredients.

Why is there a settlement?

The Court did not decide who was right. Instead, both sides agreed to a settlement. By agreeing to a settlement, the Parties avoid the costs and risk of a trial and the Class will get compensation. The Class Representatives and her attorneys believe that the settlement is in the best interests of the Class Members.

How do I know if I am in the Settlement Class?

To receive money from the settlement, you first have to determine if you are a Class Member. Class Members are those persons who are not excluded as provided below and purchased the Drew's products covered by this settlement for consumption in the United States after June 15, 2011 up until Preliminary Approval. The Drew's products covered by this settlement include 12-ounce bottles of the following flavors of Drew's salad dressings and/or marinades: Chipotle Ranch, Creamy Buttermilk Ranch, Greek Olive, Honey Mustard, Lemon Tahini Goddess, Poppy Seed, Raspberry, Roasted Garlic & Peppercorn, Romano Caesar, Rosemary Balsamic, Sesame Orange, Shiitake Ginger, Smoked Tomato, Soy Ginger, Thai Sesame Lime and Thousand Island.

If you bought any of these Products during the Class Period and do not exclude yourself, you are a member of the Settlement Class and cannot sue Drew's if the Court approves the Settlement. Those who are automatically excluded from the Class include (a) all persons who purchased or acquired the Products for resale (i.e., retailers, distributors, etc.), (b) Drew's and its employees, principals, affiliated entities, legal representatives, successors and assigns, (c) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof) and (d) the judges to whom this Lawsuit is assigned and any members of their immediate families.

What cash payments does the settlement provide?

Drew's will provide cash benefits up to the Settlement Amount to Settlement Class Members who file Valid Claims by the Claims Deadline and who provide all required Proof of Purchase (where necessary according to the Claim Form) to the Settlement Administrator and comply with all other conditions and requirements of the applicable Claim Form and the Settlement Agreement, with such cash benefits to be determined based on which of the following the Settlement Class Member qualifies:

1. Tier 1. Settlement Class Members who fill out the Claim Form and who do not have valid Proof of Purchase may recover \$.50/Product purchased, up to a maximum of 3 Products/\$1.50 per Household;
2. Tier 2. Settlement Class Members who fill out the Claim Form and who have valid Proof of Purchase may recover \$.50/Product for each Product purchased, up to a maximum of 20 Products/\$10.00 per Household.

Each Settlement Class Member may file a claim for only one Tier, and only one claim may be submitted per Household. To receive payment, a Claim Form MUST be completed and postmarked by 11:59 p.m. ET on _____. A copy of the Claim Form is available at the settlement website, _____.

The Aggregate Settlement Amount

Drew's will establish a common cash fund in the amount of \$200,000.00 to compensate Settlement Class Members who file Valid Claims by the Claims Deadline and comply with all other conditions and requirements of the applicable Claim Form and this Stipulation and to cover Attorneys' Fees and Costs, and Administration Expenses. In addition to the \$200,000 cash fund, Drew's shall make available \$275,000.00 worth of \$3 coupons, for a total of 91,667. Any Class Member submitting a Claim Form shall also be entitled to one coupon, which will expire nine months after the date of issuance. Each such coupon can be used only to purchase a 6-bottle case of Drew's salad dressing and marinade products from Drew's website.

When will I get my cash payment?

Cash payments will be made if the Court gives final approval to the proposed settlement and after the final approval is no longer subject to appeal.

A Final Approval Hearing is scheduled for _____. If the Court approves the settlement and there are no appeals, the cash will be distributed approximately 30 days after the claims period is completed and settlement is no longer subject to appeal or review. If the Court does not approve the settlement, or if the settlement is overturned or modified on appeal, it is possible no cash payments will be made.

How will Drew's revise the Products' marketing and labeling?

Within sixty (60) calendar days after the settlement becomes final, Drew's will no longer include the term "All Natural" on the label for any product it manufactures that is subject to the Lawsuit. In addition, within sixty (60) calendar days after the settlement becomes final, Drew's will no longer advertise that any product subject to the Lawsuit as "All Natural." However, even after this sixty (60) day period, Drew's shall have the right to exhaust its existing inventory of Products containing a label with the term "All Natural." Moreover, Drew's is not required to take any action with respect to preventing any third party vendor from advertising any of its products as "All Natural." No third party vendor is bound by the terms of the settlement of the Lawsuit, and third party vendors can continue to sell any Drew's product labeled as "All Natural."

Who represents my interests in the settlement?

The Court has appointed the Plaintiff who brought the Lawsuit as the class representative. Class Counsel are the lawyers for the Class. The class representative and Class Counsel will act as your representatives for this settlement if you do not exclude yourself from the Class.

The Court has appointed Stuart L. Cochran of Steckler Gresham Cochran P L L C, Matthew H. Armstrong of Armstrong Law Firm LLC, and David C. Nelson of Nelson & Nelson Attorneys as Law P.C. as Class Counsel

Do I have to pay money to participate in the Class?

No. You will not be responsible for any cost or attorneys' fees incurred in this Lawsuit. If the Court approves the proposed settlement, Class Counsel will request that the Court award attorneys' fees, costs

and expenses in an amount not to exceed \$142,500, which includes a \$1,500 Service Fee payable to each Class Representative in this case.

Can I exclude myself from the settlement?

You have the right not to be part of the Lawsuit by excluding yourself or "opting out" of the Class. If you wish to exclude yourself, you must send a letter or postcard, postmarked no later than _____ to Drew's Class Action Settlement Administrator, c/o Tilghman & Company, P.C. Your letter must request exclusion from the Class and must be signed by you. You must include your full name, address and telephone number. If you do not include the required information or submit your request for exclusion on time, you will remain a Class Member and be bound by the settlement and Final Approval Order. If you exclude yourself from the Class, you give up your right to receive any money from the settlement, and you will not be bound by the settle or Final Approval Order, and you will not be barred from pursuing any individual claim you may otherwise have relating to the subject matter of the Lawsuit.

I wish to object to the settlement. What do I do?

If there is something about the settlement that you do not like, you may file an objection with the Court. You will still be in the settlement, remain a Class Member, and will receive benefits if the settlement is approved and you timely submit your Claim Form. If you want to object, you must submit your objection in writing to the Court. Your objection must include all of the following:

- (1) Your name, address, telephone number, and, if available, email address;
- (2) Your signature;
- (3) A Statement that you are a Class Member that includes all of the information required on the Claim Form;
- (4) The specific reasons why you object;
- (5) The case name and number of this lawsuit, which is Tovar v. Drew's LLC, Case No. 16-L-313, in the Circuit Court for St. Clair County, Illinois.
- (6) If you are represented by a lawyer, the name, address and telephone number of that lawyer;
- (7) Whether you or your lawyer intends to appear at the Final Approval Hearing; and.
- (8) Information on all objections filed by you and your counsel over the prior five (5) years.

By filing an objection, you are consenting to the jurisdiction of the Court. You must file your written objection with the Court no later than _____ at the Clerk of Court, St. Clair County Circuit Court, # 10 Public Square, Belleville, IL. You must also send a copy of your objection to Class Counsel and Drew's Counsel at:

Counsel for Plaintiff:

David C. Nelson
Nelson & Nelson P.C.
420 N. High St.
Belleville, IL 62220

Counsel for Defendant:

Michael Silberfarb
Blank Rome LLP
One Logan Square
130 North 18th Street
Philadelphia, PA 19103-6998

When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Settlement Hearing at ____ a.m. on _____ in the St. Clair County, Illinois Circuit Court, # 10 Public Square, Bellville, IL, in the Hon. Judge Randy Kelly's Courtroom. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much to pay the attorneys for the Class. After the hearing the Court will decide whether to grant final approval of the settlement. We do not know how long these decisions will take.

Where do I get more information?

Complete copies of the pleadings and other documents filed in this Litigation may be examined and copied during regular office hours at the Clerk of the Court, St. Clair County, IL, # 10 Public Square, Bellville, IL.

The Settlement Agreement, Claim Form, and other information are also available at www.-----

**PLEASE DO NOT CALL OR WRITE DREW'S OR THE
COURT FOR ADDITIONAL INFORMATION OR ADVICE**

DATED: _____

THE HON. RANDY KELLY
CIRCUIT COURT JUDGE

NOTICE PROGRAM

1. The Notice Program described and detailed below has been designed to reach the class members through a paid media program, which incorporates traditional and new media outlets, along with the creation of a Settlement website where class members can obtain information about the proposed Settlement, find important Court documents including the Settlement class notice. A toll-free information line will be established where class members can obtain basic information about the Settlement, or seek other assistance.

2. Specifically, the proposed Notice Program includes the following components:
- Online banner advertising targeted to reach class members;
 - A Multimedia press release issued over PR Newswires US1 full national wire;
 - Social Media through Facebook;
 - An informational website on which the notices and other important Court documents are posted; and
 - A toll-free information line where class members can call.

Internet

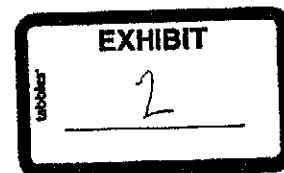
3. Banner ads will target class members in this matter, across a variety of web properties selected for their effectiveness and relevance reaching this target audience.

4. The notice program uses multiple data sources to identify users known to be natural or organic shoppers, or health conscious people. Through contextual¹ and audience² data targeting (offline purchase data and behavioral data), online ads will be served to reach people who have purchased natural or organic food. Ads will be served on online networks such as: *Yahoo! Xaxis and Burst Media*.

5. The banner ads will provide information for visitors to self-identify themselves as potential Class Members, where they may “click” on the banner and then link directly to the official website for more information and where they may register online, file a claim, or seek

¹ Contextual targeting means that banner ads will be served to websites with surrounding content that is specific to the audience characteristics of the class such as liking all natural or organic products.

² Audience targeting and contextual targeting are now used by major brands such as AT&T, Proctor & Gamble and Toyota, among many others. Audience targeting means that online banners are served based on specific target audience criteria and browsing behaviors.



additional information including frequently asked questions and important court deadlines and documents.

SOCIAL MEDIA

6. **facebook.** - Facebook banner ads will be targeting Facebook users with an interest in All Natural or Organic foods.

MEDIA OUTREACH

7. A multimedia press release will be issued over PR Newswire's US1 full-national newswire along with a social post tweet to further boost visibility in social networks. A supplemental micro-list distribution will be disseminated to approximately 1,300 journalists within the general food and nutrition category. The results of the press release pick up will be monitored and reported to the court upon the completion of the notice program.

Official Settlement Website

8. An official website will be established on the internet. The website will serve as a landing page for the banner advertising, where Class Members may continue to obtain further information about the class action, their rights, and related information, including the Settlement Agreement, Court Orders, and a "Frequently Asked Questions" section. The website address will be prominently displayed in the publication notice and is accessible 24-hours a day, 7-days a week.

Toll Free Telephone Helpline

9. A toll free telephone helpline will established and maintained. It will provide Settlement Class Members with general information about the Action and respond to frequently asked questions about the action and claim procedures exclusively through an interactive voice response (IVR).

IMPORTANT LEGAL MATERIALS



GENERAL INSTRUCTIONS

This Claim Form relates to *Gherson Tovar v. Drew's LLC*, No. 16-L-313, in the Circuit Court of St. Clair County, Illinois.

To be eligible to share in the Settlement Fund for the Settlement Class in the above-named class action, you must have (1) directly purchased Drew's All-Natural Salad Dressings and Quick Marinades for personal use (not for resale); (2) made such purchase during the time period of June 15, 2011 through _____; and (3) made such purchase in the U.S.

If you fit this description, you are a member of the Settlement Class and are entitled to submit a claim to share in the Settlement Fund. Excluded from the Settlement Class are (a) all Persons who purchased or acquired the Product for resale (i.e., retailers, distributors, etc.);

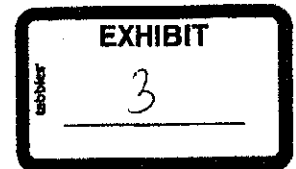
(b) Drew's and its employees, principals, affiliated entities, legal representatives, successors and assigns; (c) any Person who files a valid, timely Request for Exclusion; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof) and (e) the judges to whom this Action is assigned and any members of their immediate families.

Settlement Class Members who seek payment from the Settlement must complete and return this Claim Form. Completed Claim Forms must be mailed to _____ and postmarked no later than _____ at 11:59 pm, eastern time.

If you do not have valid Proof of Purchase, may recover up to a maximum of \$1.50 per Household by completing Sections 1 and 3 below. If you have a Proof of Purchase, you may recover \$.50/Product for each Product purchased, up to a maximum of 20 Products/\$10.00 per Household by completing Sections 2 and 3 below and providing your Proof of Purchase. Proof of Purchase means a receipt, UPC code, picture of opened Product showing UPC code, or other documentation from a third-party commercial source reasonably establishing the fact and date of purchase of the Product during the Class Period in the United States. You can elect to file a Claim under either Tier 1 or 2. You may not file a claim for more than one Tier, and only one claim may be submitted per Household. If you file a Claim under either Tier, you will also receive a coupon for \$3 off a future Drew's purchase as described in the Notice.

Before you complete and submit this Claim Form, you should read and be familiar with the Notice of Proposed Class Action Settlement ("the Notice"). By submitting this Claim Form, you acknowledge that you have read and understand the Notice, and you agree to the Releases included as a material term of the Settlement Agreement. All capitalized terms used herein but defined herein shall have the meaning ascribed to such terms in the Settlement Agreement.

If you fail to submit a timely Claim Form, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund. If you are a member of the Settlement Class and you do not timely and validly seek exclusion from the Settlement Class, you will be bound by any judgment entered by the Court approving the Settlement regardless of whether you submit a Claim Form.



Claimant Information

Claimant Name: _____
First Name MI Last Name

Street Address: _____

Street Address2: _____

City: _____ State: _____ Zip Code: _____

Daytime Phone Number: (_____) _____ - _____

Evening Phone Number: (_____) _____ - _____

E-mail Address: _____

Section 1
(Tier 1)

If you do not have valid Proof of Purchase, you may recover up to a maximum of \$.50 per product, up to 3 products, for a total of \$1.50 per Household. In order to recover these amounts, you must fill out this Section 1 and Section 3 below.

Purchase Information

1. Please identify the store(s) at which you purchased the Products:

Target

Whole Foods

Aldi

Sam's Club

Straub's

Safeway

Kroger

Albertson's

Tom Thumb

Publix

Other: _____

2. Please identify the Products purchased during the Class Period: _____

3. Did you buy a 12 oz. bottle, a 16 oz. bottle, or a 24 oz. bottle(s)? _____

Section 2
(Tier 2)

If you have valid Proof of Purchase, you may recover \$.50 per each unit for which you have proof of purchase, up to 20 units per Household, by providing proofs of purchase as well as completing Section 3 below. Please attach your proofs of purchase.

Section 3
(Certification)

Certification under Penalty of Perjury

By signing below, you are submitting to the jurisdiction of the Circuit Court of St. Clair County, Illinois.

I hereby certify under penalty of perjury that:

1. I have read the Notice and agree to its terms;
2. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information and belief;
3. The selection of the appropriate Tier and information for the benefit in the Tier is true and accurate;
4. The additional information provided to the Settlement Administrator to support my claim is an original or a complete and true copy of the original document;
5. I am a member of the Settlement Class and did not request to be excluded from the Settlement Class;
6. I have not previously entered into a settlement for any of the claims set forth in this Claim Form;
7. I am neither (a) Person who purchased or acquired the Product for resale; (b) Defendant and its employees, principals, affiliated entities, legal representatives, successors and assigns; (c) a government entity; or (d) A judge to whom this Action is assigned or any member of the judge's immediate family;
8. I have not submitted any other claim for the same purchases and have not authorized any other person or entity to do so, and know of no other person or entity having done so on my behalf; and
9. No other person in my Household has submitted a Claim under this Settlement.

Signature: _____ Dated: ____/____/_____