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November 10, 2017

VIA ECF

Hon. Renée Marie Bumb
United States District Judge
Mitchell H. Cohen United States Courthouse
1 John F. Gerry Plaza
Camden, New Jersey 08101

Re: Cannon, *et al.* v. Ashburn Corporation, *et al.*
Civil Action No. 16-1452(RMB)(AMD)

Dear Judge Bumb:

We are co-counsel for Plaintiffs in the above matter. We write to inform the Court that the Parties have agreed to issue mailed notice in addition to email notice to the Settlement Class. The revised Settlement Agreement, including all exhibits, is enclosed with this letter. The form of the proposed postcard notice to be mailed to the Settlement Class is now included in the revised Settlement Agreement as Exhibit H. Plaintiffs' Counsel has agreed to lower its request for attorneys' fees and expenses to \$1.7 million from \$1.8 million to cover the costs of mailed notice.

Please note that we have also revised several of the exhibits to the revised Settlement Agreement, including the Preliminary Approval Order at Exhibit F, to change the deadline to submit a Verification Form to 30 days after Final Approval. The original exhibits set the deadline for submitting a Verification Form as December 31, 2017 to ensure that the Credits were not first made available for use during the busy holiday season when they might crash WTSO's website if too many were used at once. This is no longer a concern. The following exhibits to the Settlement Agreement have been revised to reflect these changes: Exhibit C (Notice); Exhibit D (Frequently Asked Questions); and Exhibit F (Proposed Preliminary Approval Order). Please note the Preliminary Approval Order contains suggested dates for all the deadlines and the Final Approval Hearing as well.

Hon. Renée Marie Bumb

November 10, 2017

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Thank you for your continued attention to this matter. If the Court has any questions, we are available at your convenience.

Respectfully submitted,

CARELLA, BYRNE, CECCHI,
OLSTEIN, BRODY & AGNELLO, P.C.

/s/ Lindsey H. Taylor

LINDSEY H. TAYLOR

cc: All Counsel (via ECF)

REVISED SETTLEMENT AGREEMENT AND RELEASE

This Revised Settlement Agreement and Release (“Agreement”) is made and entered into by and between (1) Plaintiffs Kyle Cannon, Lewis Lyons, and Dianne Lyons (collectively “Plaintiffs”), individually and as representatives of the “Settlement Class” defined below; and (2) Defendant Ashburn Corporation d/b/a Wines Til Sold Out (WTSO.com) (“Defendant”) (collectively, the “Parties”) and hereby supercedes in full the previous Settlement Agreement, including all exhibits, between the Parties executed June 26, 2017.

I. RECITALS

This Agreement is made for the following purpose and with reference to the following facts:

Plaintiffs filed a consolidated class action complaint against Defendants Ashburn Corporation and Jonathan H. Newman on March 15, 2016 (Dkt.Entry #1) on behalf of all persons or entities residing or otherwise living in the U.S. who purchased certain, disputed wines during the period commencing March 15, 2010 and continuing thereafter. The action was filed in the United States District Court for the District of New Jersey (the “Court”) and is encaptioned *Cannon et al. v. Ashburn Corporation et al.*, Civil Action No. 16-1452 (RMB)(AMD). Plaintiffs allege that Defendant advertised “Original Prices” for wines that it sold and, in some cases, such wines had not originally been sold by the producing winery at such prices. Plaintiffs brought claims against Defendant for violations of the New Jersey Consumer Fraud Act, N.J.S.A.. § 56:8-1 *et seq.*, fraud, breach of contract, violation of the New Jersey Truth in Consumer Contract, Warranty and Notice Act, N.J.S.A. 56:12-14, *et seq.* (“TCCWNA”), and unjust enrichment.

On May 10, 2016, Plaintiffs voluntarily dismissed Defendant Jonathan H. Newman without prejudice and entered into an agreement to toll the statute of limitations for claims against him.

On May 12, 2016, Defendant filed a Motion to Dismiss the Complaint and to Strike Class Allegations (Dkt. Entry #14). In an Order dated December 7, 2016 (Dkt. #26), the Court granted in

part and denied in part Defendant's Motion to Dismiss the Complaint. The Court also denied Defendant's Motion to Strike the Class allegations.

After the lawsuit was filed, on or about November 2, 2016, Defendant replaced the advertising term "Original Price" with the term "Comparable Price" on the WTSO.com website and included a definition of "Comparable Price" to mean "the price at which the same or a similar wine with the same primary grape varietal and appellation or sub-appellation has been offered for sale to consumers directly by a producing winery or through retailers."

Defendant denies all wrongdoing or liability of any kind associated with the claims alleged and further contends that, for any purpose other than Settlement, class certification is not appropriate. Plaintiffs believe that the Action is meritorious. However, Class Counsel and Plaintiffs have concluded that the proposed settlement (the "Settlement") set forth in this Agreement is fair, adequate, reasonable, and in the best interest of the Settlement Class (defined herein at Section II, Par. "T") after considering the benefits to be obtained under Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex and time consuming litigation, including appellate review of multiple decisions and issues, and the likelihood of the success on the merits of the Action.

The Parties first engaged in settlement negotiations on January 18, 2017. Following this meeting, the Parties engaged in substantial factual research in order to be in a position to resolve the action. On March 24, 2017, the Parties attended a mediation before the Honorable Dennis Cavanugh (Ret.). The mediation did not result in a settlement. The Parties continued to negotiate and an agreement in principle was subsequently reached (the "Agreement in Principle").

Following the Agreement in Principle, Plaintiffs engaged in confirmatory discovery to confirm the representations made by Defendant in the negotiations.

The Parties desire to settle the Action in its entirety with respect to all claims that were or could have been alleged in the Action against Defendant (defined herein at Section II, Par. “P”). The Parties intend this to bind Defendant, Plaintiffs, and all members of the Settlement Class who do not timely opt out of the Settlement Class.

The Parties agree that the Court shall certify a nationwide class solely for the purpose of implementing the Settlement provided for in this Agreement.

As set forth more fully below, it is the intention of the Parties that this Agreement shall constitute a full and complete settlement and release of any and all claims against Defendant arising from or relating in any way to the allegations contained in the Complaint filed in the Action.

NOW THEREFORE, in consideration of the terms, conditions and covenants herein, the undersigned agree as follows:

II. DEFINITIONS

In addition to any definitions set forth above or elsewhere in this Agreement, the following terms, as used in the Agreement, shall have the meaning set forth below:

A. The “Action” or “Lawsuit” means *Cannon v. Ashburn Corporation*, Civil Action No. 16 1452 (RMB)(AMD).

B. “Administration Expenses” means reasonable fees and expenses incurred by Settlement Administrator for the: (1) preparation and mailing, including emailing, of the Class Notice as set forth herein, (2) maintaining a Settlement Website and toll free informational telephone line, (3) preparation of status reports to the Parties and the Court, (4) distribution of settlement codes to Settlement Class Members who do not opt out, and (5) other costs of notice and claims administration, including cost that may be incurred by, on behalf of, or at the direction of Defendant, Class Counsel, or the Court reasonably related to defending the Agreement or the Settlement against any challenge to it or providing the Court with information related to the Notice and claims administration process.

C. “Class Counsel” means:

Oren Giskan
GISKAN SOLOTAROFF &
ANDERSON LLP
217 Centre Street, 6th Floor
New York, NY 10013

James E. Cecchi
Lindsey H. Taylor
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45 Main Street #1030
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45 Main Street #1030
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D. “Class Members” or “Settlement Class Members” means all members of the Settlement Class who do not exclude themselves from the Settlement Class in the manner and time prescribed by the Court in the proposed Preliminary Approval Order.

E. “Class Notice” means the proposed notices recommended by the Settlement Administrator based on state-of-the-art methods and best practices and approved by the Parties and the Court and to be sent to Settlement Class Members in accordance with Section VI of this Agreement. A copy of the proposed Class Notice to be emailed to all Settlement Class Members and posted on the Settlement Website is attached hereto as Exhibit “C.” A copy of the proposed postcard constituting Class Notice to be mailed to all Settlement Class Members is attached hereto as Exhibit “H.”

F. “Class Period” means the period from March 15, 2010 to November 1, 2016.

G. “Court” means the United States District Court for the District of New Jersey.

H. “Effective Date” means the first date that is three business days after all the following have occurred: (i) the Court has entered an order granting final approval of the Settlement in

accordance with the terms of this Agreement; (ii) any challenge to the Settlement has been finally adjudicated and rejected; and (iii) the time for any challenge or further challenge to the Settlement, whether in the Court or on appeal or on petition for certiorari, has elapsed.

I. “Fairness Hearing” means the final hearing, to be held after notice has been provided to the Settlement Class in accordance with Section VI of this Agreement, (1) to determine whether to grant final approval to (a) the certification of the Settlement Class, (b) the designation of Plaintiffs as the representatives of the Settlement Class, (c) the designation of Class Counsel as counsel for the Settlement Class, and (d) the Settlement; (2) to rule on Class Counsel’s request for an award of attorneys’ fees and reimbursement of costs and for Service Awards to Class Representatives; and (3) to consider whether to enter the Final Approval Order.

J. “FAQ” means the proposed Frequently Asked Questions and Answers form recommended by the Settlement Administrator and approved by the Parties and the Court and posted on the Settlement Administrator’s website in accordance with Section VI of this Agreement. In addition, the FAQ form will be mailed to Settlement Class Members who contact the Settlement Administrator by telephone or email. A copy of the proposed FAQ is attached hereto as Exhibit “D.”

K. “Fee Application” means the application to be filed by Class Counsel by which they will seek an award of attorneys’ fees and reimbursement of costs incurred by them in prosecuting the Action, as well as Service Awards to be paid to the Class Representatives.

L. “Final Approval Order” means the Order Granting Final Approval to the Class Action Settlement Agreement and Entry of Final Judgment, a proposed form of which order to be submitted contemporaneously with the Parties’ joint motion for final approval of the Settlement. A copy of the proposed Final Approval Order is attached hereto as Exhibit “E.”

M. “Notice Plan” means the plan to provide notice of the Settlement to Class Members using state-of-the-art methods and best practices as further set forth in Section VI and as recommended by the Settlement Administrator and approved by the Parties and the Court.

N. “Parties” means Plaintiffs and Defendant.

O. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval to Class Action Settlement. A copy of the proposed Preliminary Approval Order is attached hereto as Exhibit “F.”

P. “Released Claims” means any and all claims, allegations, actions, causes of action, administrative claims, demands, debts, damages, costs, attorneys’ fees, obligations, judgments, expenses, or liabilities, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory or equitable, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters during the Class Period that were, or could have been, alleged in the Action or arising out of the Action against Releasees (defined below), including, without limitation, any and all claims related to or arising from Defendant’s selling, marketing and advertising of wine pricing, discounting, ratings, reviews, and/or pairing recommendations, without regard to subsequent discovery of different or additional facts or subsequent changes in the law. With respect to the “Released Claims,” Plaintiffs and the Settlement Class expressly waive any and all rights or benefits under California Civil Code Section 1542 (or any similar authority in any jurisdiction), 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.

Q. “Releasees” means Ashburn Corporation d/b/a Wines Til Sold Out and d/b/a WTSO.com, a New Jersey corporation with its principal place of business in Pennsauken New Jersey,

and each of its past, present, and/or future: parents, predecessors, subsidiaries, affiliates, officers, directors, shareholders, agents, partners, co-venturers, employees, servants, assignees, counsel, successors, transferees or representatives. “Releasees” does not include Jonathan H. Newman, Newman Wine and Spirits, or any distributor of wines sold by Defendant.

R. “Service Award” means a reasonable payment made as set forth in Section VII.B. as compensation for efforts in pursuing the Lawsuits on behalf of the Settlement Class.

S. “Settlement Administrator” means Kurtzman Carson Consultants (“KCC”).

T. “Settlement Class” means all residents of the United States who were the original purchasers of one or more Settlement Wines. Excluded from the Class are: (1) directors, officers and employees of Defendant; (2) the United States government and any agency or instrumentality thereof; (3) the judge to whom this case is assigned and any member of the judges’ immediate family; and (4) Settlement Class Members who timely and validly opt to exclude themselves from the Settlement Class.

U. “Settlement Website” means an internet website established by the Settlement Administrator on which Class Members can, among other things, review the FAQs and other relevant court documents. In particular, the Settlement Website shall contain downloadable copies of the FAQ, Class Notice, Verification Form, and the Settlement Agreement. The FAQs will also be available from the Settlement Administrator in English and Spanish upon request. The Settlement Website shall also include information that the Parties jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings, motions and opinions, papers in support of preliminary and final approval of the Settlement, and Class Counsel’s Petition for attorneys’ fees and reimbursement of expenses and Service Awards, plus relevant orders of the Court. The URL of the Settlement Website shall be www.winesettlement.com or such other URL as the Parties may subsequently agree upon in writing. The Settlement Website shall not include any

advertising, and shall not bear or include Defendant's logo or trademarks. Nothing herein shall prevent the Settlement Administrator from using the term "WTSO.com" on the Settlement Website. Ownership of the Settlement Website URL shall be transferred to Defendant at the conclusion of the Redemption Period, defined below. All costs associated with the transfer of the URL shall be borne by Defendant. No information regarding this Action shall be posted on the URL after transfer to the Defendant.

V. "Settlement Wines" means all wines sold by Defendant during the Class Period.

W. "Verification Form" means the form described in Section IV.D. hereof to be completed by class members to receive Credits as provided for herein. A copy of the proposed Verification Form is attached hereto as Exhibit "G."

III. CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS

For the purposes of implementing this Agreement, and for no other purpose, Defendant stipulates to the conditional certification of the Settlement Class. If for any reason this Agreement should fail to remain effective, Defendant's stipulation to certification of the Settlement Class shall be null and void, and the Parties shall return to their respective positions in the Action as those positions existed immediately before the execution of this Agreement. Defendant contends that the Action could not be certified as a class action for trial purposes under Federal Rule of Civil Procedure 23 and nothing herein shall be admissible or used for any purpose in this Action or any other action, including, but not limited to, the establishment of any of the elements of class certification in any litigated certification proceedings, whether in this Action or any other action.

IV. CONSIDERATION OF SETTLEMENT

A. Class Members will receive credits toward future purchases of wine on WTSO.com as set forth in Section IV.B. ("Credits") based on the Settlement Wines purchased during the Class Period as follows:

1. For every bottle of Settlement Wine listed on Exhibit “A” purchased during the Class Period for \$12.99 or less for which no prior refund was given, the Class Member will receive a Credit of \$1.75.

2. For every bottle of Settlement Wine listed on Exhibit “A” purchased during the Class Period for \$13.00 to \$18.99 for which no prior refund was given, the Class Member will receive a Credit of \$2.00.

3. For every bottle of Settlement Wine listed on Exhibit “A” purchased during the Class Period for \$19.00 or greater for which no prior refund was given, the Class Member will receive a Credit of \$2.25.

4. For every bottle of Settlement Wine listed on Exhibit “B” purchased as an individual offering (not as part of a combination package of different wines) during the Class Period for \$19.99 or less for which no prior refund was given, the Class Member will receive a Credit of \$ 0.50.

5. For every bottle of Settlement Wine listed on Exhibit “B” purchased as an individual offering (not as part of a combination package of different wines) during the Class Period for \$20.00 or greater for which no prior refund was given, the Class Member will receive a Credit of \$ 0.75.

6. For every other bottle of Settlement Wine purchased during the Class Period for which no prior refund was given, the Class Member will receive a Credit of \$ 0.20.

The total value of the Credits to be provided to the Settlement Class is approximately ten million eight hundred thousand dollars (\$10,800,000).

B. Credits will be applied against purchases of any wine the first time it is offered on WTSO.com (unless use of the Credit would result in a violation of laws relating to the sale of wine or such wine is first offered during a “Marathon” day), and on certain other wines offered on

WTSO.com, all as more fully described in Paragraph C below (“Redemption Wines”), at the rate of \$2.00 off per bottle, or for the full or remaining credit amount if less than \$2.00, for a period of one (1) year following the date the Credit codes described in Paragraph G below are emailed to the Class Members (the “Redemption Period”).

C. WTSO will ensure that, during the Redemption Period:

1. At least 700 of the “current offers” on the WTSO.com website, and at least six (6) million bottles available for purchase as “current offers,” will be Redemption Wines.
2. On a monthly basis, at least 30 of the “current offers” on the WTSO.com website, and at least 250,000 bottles available for purchase as “current offers,” will be Redemption Wines.
3. All wines (as identified by the label, varietal and vintage) offered for the first time such wine is sold as an individual offering (not as part of a combination package of different wines) as a “current offer” on the WTSO.com website shall be Redemption Wines, except that Defendant may exclude any wine (a) for which use of the Credit would result in a violation of laws relating to the sale of wine or (b) offered during “Marathon” days. At least 60% of such first time offers of domestic wine will not be for wines sold exclusively by Defendant.
4. Redemption Wines will be identifiable as such on the WTSO.com website.

At the end of the Redemption Period, Defendant will certify compliance with this paragraph.

D. The Notice described in Section VI.B., below, will include an individual Class Member ID Number and a link to the Verification Form. To be eligible to receive Credits, Class Members must submit the Verification Form to the Settlement Administrator online through the Settlement Website or by mail within 30 days after the date of the Fairness Hearing. The Verification

Form will require the Class Member to verify his or her current mailing address, phone number and preferred email address, to certify that such Class Member purchased at least one Settlement Wine from WTSO during the Class Period, and to verify any refunds received on account of Settlement Wines purchased within the Class Period. If a Verification Form is incomplete, the Settlement Administrator will send written notification to the Class Member that the form is rejected. The Class Member will have one more opportunity to submit a corrected completed Verification Form.

E. Class Counsel, or any partner, member, shareholder or employee of Class Counsel, and Apperson Crump, PLC, or any partner, member, shareholder or employee of Apperson Crump, PLC, who are Class Members are ineligible to receive Credits or any compensation as Class Members and any Verification Form submitted by any of them shall be deemed null, void and invalid.

F. The Settlement Administrator shall provide Defendant with all completed Verification Forms on at least a weekly basis. The Settlement Administrator shall simultaneously notify Class Counsel of the number of such completed Verification Forms, but not the confidential Class Member information contained thereon.

G. Within thirty (30) days after the Effective Date, Defendant shall calculate and provide to Class Counsel the total amount of Credits to be issued to Class Members and a unique non-transferrable individualized code (the “Code”) shall be generated for each Class Member who has submitted a valid Verification Form that may be used on WTSO.com by the Class Member to access their Credits.

H. Forty (40) days after the Effective Date, the Settlement Administrator will email each Class Member who has submitted a valid Verification Form that Class Member’s Code.

I. Defendant shall maintain Class Members’ ability to view their order history on WTSO.com so that they may verify the amount of Credits they receive and will provide a method by which a Class Member may determine, prior to making any purchase, the amount of Credit which

such Member has remaining and available for use. If a Class Member does not use all of his or her Credits in one transaction, the remaining Credits shall be available for future transactions within the Redemption Period.

J. If WTSO is not able to ship to both a Class Member's primary residence and business address during the Redemption Period, the Class Member may contact WTSO within 60 days of the Effective Date to request that WTSO pay that Class Member in cash 50% of the amount of the Credits received by that Class Member. WTSO shall provide the cash refund within 30 days of the request.

K. All decisions regarding notice and settlement administration shall be made jointly between Defendant and Class Counsel and neither Class Counsel nor counsel for Defendant shall communicate with the Settlement Administrator without simultaneously copying each other on each of those communications.

L. The Parties will retain KCC as Settlement Administrator. Defendant will pay for the costs of Settlement Administration, except as to any costs incurred for the preparation of documents or other activities requested solely by Plaintiffs or Class Counsel otherwise unnecessary to the administration of the settlement, which such costs shall be paid by Class Counsel.

M. The Parties agree that the Settlement Notice, FAQ, Verification Form, and Settlement Website will provide information sufficient to inform Class Members of: (1) the essential terms of this Agreement; (2) appropriate means for obtaining additional information regarding the Agreement and the Lawsuit; (3) appropriate information about the procedure for objecting to or excluding themselves from the Settlement, if they should wish to do so; (4) appropriate information about the claim verification process; and (5) an explanation of how to use the Credits provided by the Settlement. All notices and emails sent by the Settlement Administrator shall, in headings and subject lines, refer to this Settlement as "*Cannon v. Ashburn Corporation d/b/a Wines 'Til Sold Out Class Action Settlement.*" The Parties also agree that the dissemination of the Settlement Notice and the FAQ in the

manner specified in this section satisfies the notice requirements of due process and Rule 23 of the Federal Rules of Civil Procedure.

V. COURT APPROVAL

A. Schedule

The proposed schedule shall be incorporated into the Preliminary Approval Order.

B. Preliminary Approval

Upon full execution of this Agreement, the Parties will take all necessary steps consistent with this Settlement Agreement to have the Court issue the Preliminary Approval Order granting conditional certification of the Settlement Class, granting preliminary approval of this Agreement, and approving the forms and methods of notice to the Settlement Class set forth herein.

C. Final Approval

This Agreement is subject to and conditioned upon the entry by the Court, following a Fairness Hearing, of the Final Approval Order. The Final Approval Order shall:

1. Confirm certification of the Settlement Class;
2. Confirm the appointment of Class Counsel;
3. Confirm the appointment of the Plaintiffs and David Samuels as Class Representatives;
4. Dismiss with prejudice the Complaint in the Action;
5. Bar and enjoin all Class Members and their heirs, assigns, beneficiaries and successors from asserting any of the Released Claims (as defined in this Agreement);
6. Release the Releasees from the Released Claims;
7. Determine that this Agreement is fair, adequate and reasonable, and in the best interests of the Settlement Class; and
8. Reserve the Court's continuing and exclusive jurisdiction over the Parties to

this Agreement, including Defendant and all Class Members, to administer, supervise, construe, and enforce this Agreement.

D. Termination

1. This Settlement may be terminated by either Party and be of no force or effect, unless the Parties voluntarily agree to modify this Agreement in the manner necessary to obtain Court approval, by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 10 days after any of the following occurrences:

- a. any court rejects or denies preliminary or final approval of the Settlement;
- b. any court materially modifies, or materially amends or changes, any term or condition of this Settlement, other than terms pertaining to Attorneys' Fees and Expenses and/or Service Awards;
- c. the Effective Date does not occur; or
- d. any other ground for termination provided for elsewhere in this Agreement.

2. Defendant, in its sole discretion, may terminate this Settlement, and it be of no force or effect, if the total number of people in the Settlement Class who opted out equals or exceeds a specified number or percentage, which number or percentage shall be confidential between the Parties except to the Court, which shall upon request be provided with a copy of the letter agreement for in camera review.

VI. NOTICE TO THE CLASS AND OPT-OUT AND OBJECTION RIGHTS

A. The Parties agree that the Settlement Administrator shall, as set forth in this Section VI, provide notice of the Settlement to Class Members (the “Notice Plan”). The key components of the Notice Plan are as follows:

B. Defendant shall provide to the Settlement Administrator the name, last known mailing address, telephone number and email address for all Class Members (the “Class List”) no later than twenty (20) days after the Preliminary Approval Order is entered. Fifteen (15) days after receipt of the Class List, the Settlement Administrator will email an electronic copy of the Class Notice attached as Exhibit “C” to all Class Members and concurrently send a hard copy of the postcard constituting Class Notice, attached as Exhibit “H”, to all Class Member. If any postcard is returned as undeliverable, the Class Member to whom the postcard was sent shall be sent Class Notice to their last known mailing address as determined by the National Change of Address database.

C. The Class List shall be used solely for the purpose of effectuating this Agreement and for no other purpose. The Settlement Administrator (and any person retained by the Settlement Administrator) shall sign a confidentiality agreement in a form agreed to by the Parties. The confidentiality agreement will provide that the Settlement Administrator (and any person retained by the Settlement Administrator) shall treat as confidential the Class List, Settlement Wine purchasing history, and all other information concerning Settlement Class Members provided as or with the Class List, shall use the Class List or any other information provided by or on behalf of Defendant only for purposes of fulfilling the duties and responsibilities provided for under this Settlement Agreement, and shall not disclose the Class List, in whole or in part, to any person without prior written approval by Defendant.

D. Defendant or the Settlement Administrator at Defendant’s direction shall comply with the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715(b).

E. The Settlement Administrator shall also create and maintain the Settlement Website, which will become publicly-accessible upon the emailing of the Class Notice. Defendant will also maintain a link to the Settlement Website on WTSO.com during the period commencing on the day the Settlement Website becomes publicly-accessible and ending 30 days after the Fairness Hearing. The link shall state “For information regarding the class action settlement for purchasers of wine from WTSO.com prior to November 1, 2016, click here [link].” Class Counsel may also maintain on their respective firm websites a link to the Settlement Website during the period commencing on the day the Settlement Website becomes publicly-accessible and ending 30 days after the Fairness Hearing.

F. Class Counsel shall not refer to, utilize or rely on any of the information obtained from Defendant through the Action or the Settlement for the purpose of soliciting clients for or in connection with any other lawsuit or action, unless the Settlement is not granted final approval, in which case Class Counsel is nevertheless prohibited from referring to, utilizing or relying on any information obtained from Defendant by, through, or as a result of any settlement discussions or the implementation of this Settlement Agreement for the purpose of soliciting clients for, or in connection with, this or any other lawsuit or action. Nothing herein shall prohibit Class Counsel from utilizing information it obtained independently should the Settlement not be granted final approval.

G. All Class Members shall have the right to opt out of the class at any time during the opt-out period. The opt-out period shall run for ninety (90) days following the entry of the Preliminary Approval Order. Any Class Member who elects to opt out of the Class (i) shall not be bound by any orders or judgments entered in this Action; (ii) shall not be entitled to relief under, or be affected by, this Agreement; (iii) shall not gain any rights by virtue of this Agreement; and (iv) shall not be entitled to object to any aspect of this Agreement. Any Class Member who wishes to opt out of the Class may do so by mailing a letter to the Settlement Administrator clearly stating the Class Member’s desire to opt out. Any Class Member who has opted out and wishes to revoke his or her request for exclusion

may do so by mailing a letter to the Settlement Administrator stating clearly the desire to revoke the previous request for exclusion before the opt out deadline.

H. The Settlement Administrator shall provide Class Counsel and Defendant's counsel with copies of all completed opt-out requests on at least a weekly basis during the opt-out period.

I. Class Members may serve written objections to the Settlement, or to Class Counsel's application for Attorneys' Fees and Expenses. To be considered, any such objection must be mailed to the Clerk of the Court, with copies to Class Counsel and counsel for Defendant not later than ninety (90) days after the entry of the Preliminary Approval Order (*i.e.*, the objection must be either received by the Clerk or have a postmark within 90 days of the entry of the Preliminary Approval Order).

J. Any objections must include (i) the Class Member's full name and current address and telephone number; (ii) the identification of at least one Settlement Wine purchased; (iii) a description of all of the Class Member's objections, the specific reasons therefore, and any and all supporting papers, including, without limitation, all briefs, written evidence, and declarations; and (iv) the Class Member's signature.

K. Class Members submitting objections who wish to appear either personally or through counsel at the Fairness Hearing and present their objections to the Court orally must include a written statement of intent to appear at the Fairness Hearing in the manner prescribed by the Notice. Only Class Members who specify in their objections that they intend to appear personally or through counsel at the Fairness Hearing will have the right to present their objections orally at the Fairness Hearing. Settlement Class Members who do not submit timely written objections will not be permitted to present their objections at the Fairness Hearing.

VII. CLASS REPRESENTATIVE SERVICE AWARDS

A. Each Plaintiff shall be entitled to participate in the claims procedures described above to the same extent as other Class Members.

B. Class Counsel shall petition the Court for, and Defendant shall not oppose, a Class Representative Service Award in an amount of \$2,500 to each Class Representative, up to a total of \$10,000 for all Class Representatives, in the Action, in recognition of their efforts on behalf of the Class. The Court's award of any Class Representative Service Award shall be separate from its determination of whether to approve the Settlement. In the event the Court approves the Settlement, but declines to award a Class Representative Service Award in the amount requested by Class Counsel, the Settlement will nevertheless be binding on the Parties. To the extent awarded by the Court, Defendant shall pay the Class Representative Service Award, but only up to a total of \$10,000, within 30 days after the Effective Date. Payment by Defendant of the Class Representative Service Award is separate from, and in addition to, the other relief afforded to the Class Members in this Agreement.

VIII. PAYMENT OF ATTORNEYS' FEES AND COSTS

A. As part of the Settlement, Defendants have agreed to pay Plaintiffs' Counsel reasonable attorneys' fees and costs (as defined below), without reducing the amount of Credits available to Class Members or the amount of money to be paid for work performed by the Settlement Administrator, except as set forth below.

B. Class Counsel may request, and Defendant shall not oppose, an award of attorneys' fees and expenses of no more than of One Million and Seven Hundred Thousand Dollars (\$1,700,000), which is subject to the Court's approval. The payment by Defendant of the attorneys' fees and expenses is separate from and in addition to the Class Representative Service Awards and relief afforded the Class Members in this Agreement. The Court's award of any attorneys' fees and expenses shall be separate from its determination of whether to approve the Settlement. In the event the Court approves the Settlement, but declines to award attorneys' fees and expenses in the amount requested by Class Counsel, the Agreement will nevertheless be binding on the Parties. The Parties

negotiated and reached agreement on the maximum amount of attorneys' fees and expenses only after reaching agreement on all other material terms of the Agreement, and they did so in part under the supervision and assistance of the Honorable Dennis Cavanugh (Ret.).

C. To the extent awarded by the Court, but in no event exceeding \$1,700,000, Defendant shall pay the award of attorneys' fees and expenses as follows: \$800,000 within 5 business days of the Effective Date; \$300,000 on or before the six-month anniversary of the Effective Date; \$300,000 upon the one-year anniversary of the Effective Date; and \$300,000 eighteen months after the Effective Date. Payment will be made to Giskan Solotaroff and Anderson LLP, who will allocate fees among Class Counsel.

D. Any issues relating to attorneys' fees and costs or to any Service Award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Agreement and the Settlement. The Court's or an appellate court's failure to approve, in whole or in part, any award of attorneys' fees and costs to Class Counsel, or any Service Award, shall not affect the validity or finality of the Settlement, nor shall such non-approval be grounds for rescission of the Agreement, as such matters are not the subject of any agreement among the Parties other than as set forth above. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, litigation costs and expenses to Class Counsel in the amount sought by Class Counsel or the payment of any Service Award, the remaining provisions of this Agreement shall remain in full force and effect.

E. Defendant shall have no liability to any person other than Class Counsel claiming entitlement to any portion of the attorneys' fees and costs, and Class Counsel shall defend and indemnify Defendant against any claims, demands, liens, actions or proceedings arising out of or relating to any dispute over the distribution of the attorneys' fees and costs. Defendant will notify

Class Counsel immediately if it receives notice that any person or entity disputes the distribution of attorneys' fees and costs.

IX. NO ADMISSION OF LIABILITY

A. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever to any other party.

B. Neither the Agreement, nor any act performed or document executed pursuant to or in furtherance of the Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim made by the Settlement Class Members or Class Counsel, or of any wrongdoing or liability of the persons or entities released under this Agreement, or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the persons or entities released under this Agreement, in any proceeding in any court, administrative agency or other tribunal.

C. This Agreement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce this Agreement. To the extent permitted by law, the Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.

X. MISCELLANEOUS PROVISIONS

A. Extensions of Time

Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement.

B. Parties' Authority

The respective signatories hereto hereby represent that they are fully authorized to enter into this Agreement and bind the respective Parties hereto to the terms and conditions hereof.

C. Nondisparagement; Communications with Customers

The Parties and their counsel agree to refrain from disparaging the other Parties, their counsel, or the Parties' business practices, products, services, representatives, agents, affiliates, or employees and will not issue press releases, contact the media, or make any public announcements (including posting or commenting in or on internet message boards, websites or blogs) concerning this Settlement. The Parties and their counsel shall jointly agree upon a statement for responding to media inquiries. The Parties and their counsel may also direct the media to the Settlement Website for information about the terms contained in this Settlement Agreement.

Nothing herein shall prevent or preclude (1) Defendant from communicating with its customers, including Settlement Class Members, in the ordinary course of business or to respond to communications by customers regarding this Settlement; (2) Class Counsel from communicating directly with Class Members regarding the Settlement; or (3) Counsel for the Parties listing this Action on their respective curricula vitae and/or websites.

C. Integration

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements,

representations, or warranties of any kind whatsoever have been made by any party hereto, except as provided for herein.

D. Governing Law

The Agreement shall be construed in accordance with, and be governed by, the laws of New Jersey, without regard to the principles thereof regarding choice of law.

E. Gender and Plurals

As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others wherever the context so indicates.

F. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts, and a facsimile signature shall have the same effect as an original ink signature

G. Cooperation of Parties

The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any efforts that become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel shall take all necessary steps to assure the Court's final approval of this Agreement.

H. No Prior Assignments

Plaintiffs represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any

portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

I. Captions and Interpretations

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

J. Modification

This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the parties hereto.

K. Binding on Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

L. Execution Voluntary

This Agreement is executed voluntarily by each of the Parties without any duress or undue influences on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Agreement and has been advised by counsel regarding the terms, effects, and consequences of this Agreement. Accordingly, in any construction to be made of this Agreement, this Agreement shall not be construed as having been drafted solely by any one or more of the Parties.

M. Notices

All Notices to Class Counsel provided for herein shall be sent by email to Oren Giskan at ogiskan@gslawny.com with a hard copy sent to each Class Counsel by overnight mail.

All Notices to Defendant provided for herein shall be sent by email to Suzanne Schiller and James Farrell at sschiller@mankogold.com and James.Farrell@lw.com, with hard copies to be sent by overnight mail to:

Suzanne Ilene Schiller
Manko, Gold, Katcher & Fox, LLP
401 City Avenue, Suite 901
Bala Cynwyd, PA 19004

James Farrell
Latham & Watkins
885 Third Avenue
New York, NY 10022-4834

The notice recipients and addresses designated above may be changed by written notice. The Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filing received as a result of the Class Notice.

N. Class Counsel Signatories

It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Summary Notice will advise all Class Members of the binding nature of the release and shall have the same force and effect as if this Agreement were executed by each Class Member.

O. Retention of Jurisdiction

The Court shall retain jurisdiction to resolve any future disputes arising out of the terms and conditions of this Settlement Agreement and Release. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

P. Return or Destruction of Confidential Documents

Within thirty (30) days after the Effective Date, Class Counsel will return or destroy (and certify in writing that they have destroyed) Defendant's confidential documents and Defendant will return or destroy (and certify in writing that it has destroyed) any confidential documents produced by Plaintiffs, provided however, each Party may retain copies of pleadings filed with the Court consistent with their normal document retention policies and governing professional standards.

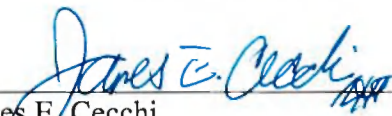
Q. Signatures

This Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original. By signing, Class Counsel represent and warrant that Kyle Cannon, Lewis Lyons, and Dianne Lyons have approved and agreed to be bound by this Settlement.

ON BEHALF OF PLAINTIFFS AND THE SETTLEMENT CLASS:

Dated: _____

CARELLA, BYRNE, CECCHI, OLSTEIN,
BRODY & AGNELLO, P.C.



James E. Cecchi
Class Counsel

Dated: _____

Law Offices of Thomas Rosenthal

Thomas Rosenthal
Class Counsel

Dated: _____

Hernstadt Atlas PLLC

Edward Hernstadt
Class Counsel

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Within thirty (30) days after the Effective Date, Class Counsel will return or destroy (and certify in writing that they have destroyed) Defendant's confidential documents and Defendant will return or destroy (and certify in writing that it has destroyed) any confidential documents produced by Plaintiffs, provided however, each Party may retain copies of pleadings filed with the Court consistent with their normal document retention policies and governing professional standards.

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Dated: _____

CARELLA, BYRNE, CECCHI, OLSTEIN,
BRODY & AGNELLO, P.C.

James E. Cecchi
Class Counsel

Dated: 11-10-17

Law Offices of Thomas Rosenthal



Thomas Rosenthal
Class Counsel

Dated: _____

Hernstadt Atlas PLLC

Edward Hernstadt
Class Counsel

P. Return or Destruction of Confidential Documents

Within thirty (30) days after the Effective Date, Class Counsel will return or destroy (and certify in writing that they have destroyed) Defendant's confidential documents and Defendant will return or destroy (and certify in writing that it has destroyed) any confidential documents produced by Plaintiffs, provided however, each Party may retain copies of pleadings filed with the Court consistent with their normal document retention policies and governing professional standards.

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CARELLA, BYRNE, CECCHI, OLSTEIN,
BRODY & AGNELLO, P.C.

James E. Cecchi
Class Counsel

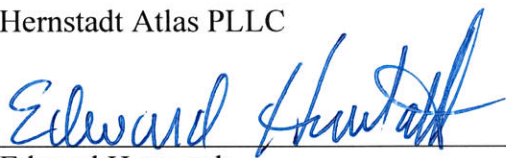
Dated: _____

Law Offices of Thomas Rosenthal

Thomas Rosenthal
Class Counsel

Dated: 11/10/2017

Hernstadt Atlas PLLC



Edward Hernstadt
Class Counsel

Dated: 11-10-17

GISKAN, SOLOTAROFF, & ANDERSON,
LLP



Oren Giskan
Class Counsel

ON BEHALF OF DEFENDANT ASHBURN CORPORATION.

Dated: _____

Joseph Arking

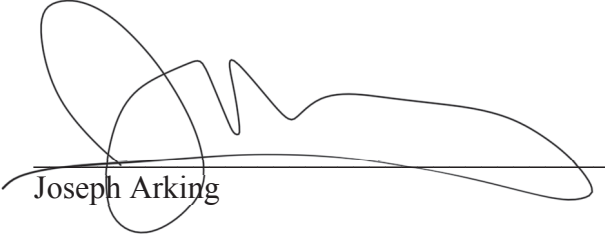
Dated: _____

GISKAN, SOLOTAROFF, & ANDERSON,
LLP

Oren Giskan
Class Counsel

ON BEHALF OF DEFENDANT ASHBURN CORPORATION.

Dated: 11/10/2017



Joseph Arking

<u>SKU</u>	<u>LABEL</u>	<u>VARIETAL</u>	<u>RESERVE</u>	<u>DESCRIPTION</u>	<u>YEAR</u>
83017	Adler Fels Winery	Cabernet Sauvignon		Sheer, Napa Valley	2011
3296	Amusee Cellars	Cabernet Sauvignon	Reserve	Stags Leap District, by Benoit Touquette	2006
80026	Amusee Cellars	Cabernet (Sauvignon)	Reserve	Napa Valley, Yountville Crossroads Vineyard, by Reed Renaudin	2009
81045	Amusee Cellars	Cabernet	Reserve	Alexander Valley, Ridgeline Vineyard	2010
989	Amusee Cellars	Cabernet Sauvignon	Reserve	Diamond Mt. District, by Reed Renaudin	2009
2079	Amusee Cellars	Cabernet Sauvignon	Reserve	Spring Mt. District, by Reed Renaudin	2008
2373	Amusee Cellars	Cabernet Sauvignon	Reserve	Spring Mt. District, By Reed Renaudin	2009
80028	Amusee Cellars	Chardonnay	Reserve	Sangiacomo Vineyard, Carneros	2010
80113	Amusee Cellars	Chardonnay		Russian River Valley. By Nick Goldschmidt	2010
80427	Artesa	Cabernet Franc		Alexander Valley, Ridgeline Vineyards	2008
80428	Artesa	Meritage		Ridgeline Vineyards, Alexander Valley, by Mark Beringer	2010
82329	Artesa	Cabernet	Reserve	Artisan by Artesa, Napa Valley	2010
82331	Artesa	Pinot Noir		Artisan by Artesa Winery, Carneros	2012
2478	Artesa	Pinot Noir		Moon Meadow, Carneros	2008
81733	Artesa	Cabernet Sauvignon		Artisan by Artesa', Jacqueline's Vineyard, Alexander Valley	2011
82980	Artesa	Cabernet	Reserve	Artisan by Artesa, Napa Valley, Signature Reserve	2012
80426	Artesa	Chardonnay		Ridgeline Vineyards, by Artesa, Napa Valley	2010
82756	Austin Creek	Chardonnay		Russian River Valley	2012
82981	Austin Creek	Pinot Noir		Carneros	2013
84263	Beau Ridge	Pinot Noir		Sonoma Coast	2014
2075	Beckley	Cabernet Franc	Reserve	Alexander Valley, Robert Young Vineyard	2008
80027	Beckley	Cabernet Sauvignon	Reserve	Napa Valley	2009
80254	Beckley	Zinfandel	Reserve	Napa Valley	2008
80409	Beckley	Red (Cabernet) Blend	Reserve	Alexander Valley, by Adam Braunstein	2010
81217	Beckley	Zinfandel	Reserve	Napa Valley	2009
81219	Beckley	Cabernet Franc	Reserve	Napa Valley	2008
82159	Beckley	Cabernet		Sonoma Valley	2012
81868	Beckley	Zinfandel	Reserve	Dry Creek	2012
82306	Beckley	Red Blend	Reserve	Napa Valley	2012
53	Bell Canyon Cellars	Syrah Blend		Estate Vineyards, Napa Valley	2007
1475	Bell Canyon Cellars	Red Blend		Estate Vineyards, Napa Valley	2008
2123	Bell Canyon Cellars	Red Blend		Estate Vineyards, Napa Valley	2009
80696	Bell Canyon Cellars	Red Blend		Estate Vineyards, Napa Valley	2010
82230	Bell Canyon Cellars	Red		Estate Vineyards, Napa Valley	2011
82757	Bell Canyon Cellars	Red Blend	Reserve	Napa Valley	2012
82990	Bell Canyon Cellars	Red Wine	Reserve	Napa Valley, Signature Reserve	2012
83623	Bell Canyon Cellars	Red	Reserve	Signature Reserve	2012
80904	Big Ranch Vineyards	Chardonnay		Napa, by Laird Family Estates	2010
81275	Big Ranch Vineyards	Pinot Grigio		Cold Creek Ranch, Carneros, By Laird Family	2012
80886	Blockheadia	Petite Sirah		Blockheadia RingnosII, Top of the Block, Napa, Girard Winery, by Mitch	2010
80977	Blockheadia	Pinot Noir		RingnosII, Sonoma Coast, Top of the Block	2011
81899	Blockheadia	Pinot Noir		Sonoma Coast, Top of the Block	2012
82832	Blockheadia	Pinot Noir		Blockheadia RignosII, Sonoma Coast, Top of the Block	2013

83652	Camatta Creek	Cabernet Sauvignon		Paso Robles	2013
83804	Canyon Creek	Zinfandel		Dry Creek Valley, Old Vine	2013
83663	Carel	Cabernet Sauvignon		Napa Valley	2013
82988	Castlebank	Red Wine		Napa Valley	2012
1020	Castlebank	Cabernet		Vivian's Vineyard, Dry Creek Valley	2008
1393	Castlebank	Zinfandel		Giulia's Vineyard, Dry Creek Valley, Old Vine	2009
2025	Castlebank	Cabernet Sauvignon		Vivian's Vineyard, Dry Creek Valley	2009
3466	Castlebank	Zinfandel		Giulia's Vineyard, Dry Creek Valley, Old Vine	2008
3962	Castlebank	Zinfandel		Giulia's Vineyard, Dry Creek Valley, Old Vine	2008
80408	Castlebank	Cabernet Sauvignon	Reserve	Sonoma County	2008
80419	Castlebank	Cabernet Sauvignon		Vivian's Vineyard, Dry Creek Valley	2010
80627	Castlebank	Zinfandel		Giulia's Vineyard, Dry Creek Valley, Old Vine	2010
81227	Castlebank	Red Blend	Reserve	Napa Valley	2008
81371	Castlebank	Sauvignon Blanc		Dry Creek Valley, By William Knuttel	2012
81677	Castlebank	Cabernet		Vivian's Vineyard, Dry Creek Valley	2011
81678	Castlebank	Zinfandel		Giulia's Vineyard, Dry Creek Valley, Old Vine	2011
81735	Castlebank	Pinot Noir		Russian River Valley, By Kenwoods Mark Stupich	2011
82160	Castlebank	Zinfandel	Reserve	Dry Creek	2012
82507	Castlebank	Cabernet Sauvignon		Vivian's Vineyard, Dry Creek Valley	2012
82544	Castlebank	Zinfandel		Giulia's Vineyard, Dry Creek Valley	2012
83367	Castlebank	Cabernet Sauvignon		Vivian's Vineyard, Dry Creek Valley	2013
84425	Castlebank	Cabernet Sauvignon		Vivian's Vineyard, Dry Creek Valley, Sonoma County	2014
3350	Chronos	Chardonnay		Napa Valley	2008
82913	Clarus	Pinot Noir		Carneros	2013
80171	Cosentino Winery	Pinot Noir	Reserve	Sonoma Coast, Reserve Selection	2010
81898	Cosentino Winery	Pinot Noir	Reserve	Carneros, Sonoma	2012
82833	Cosentino Winery	Pinot Noir	Reserve	Carneros, Reserve Selection	2013
82136	Curlew Vineyards	Pinot Noir		Russian River	2012
82338	Curlew Vineyards	Chardonnay		Napa Valley	2012
82993	Curlew Vineyards	Pinot Noir		Russian River, by John Pedroncelli	2013
84003	Curlew Vineyards	Pinot Noir		Russian River Valley	2014
84110	Curlew Vineyards	Chardonnay		Sonoma Coast	2014
81963	Daughtrey Estate	Chardonnay	Reserve	Sangiacomo Vineyard, Carneros	2012
80879	Dignitas	Pinot Noir		Sonoma Coast, by David Stevens	2010
81271	Dignitas	Cabernet		Money Road Vineyard, Oakville, Napa Valley, Laird Family Estate	2011
81375	Dignitas	Pinot Noir		Oak Knoll, Sweetwater Ranch, Napa Valley	2012
81912	Dignitas	Chardonnay		Russian River Valley, Nick Goldschmidt	2012
82481	Dignitas	Pinot Noir	Reserve	Willamette	2012
82809	Dignitas	Chardonnay		Sonoma Coast, by Nick Goldschmidt	2013
83661	Edwards & Chaffey Estate	Cabernet Sauvignon	Reserve	Napa Valley	2013
9	Encantado	Red Blend		Napa Valley	2007
1053	Encantado	Cabernet Sauvignon		You Know the Winery, Napa Valley	2009
2005	Encantado	Chardonnay		You Know the Winery, Carneros	2010
80846	Encantado	Red Blend		You Know the Winery, Napa Valley	2010
81648	Encantado	Chardonnay		Carneros, Napa Valley	2012

81686	Encantado	Red Blend		Carneros, Napa Valley	2011
81687	Encantado	Cabernet		Oakville, Napa Valley	2012
81690	Encantado	Cabernet	Reserve	Napa Valley	2011
82668	Encantado	Cabernet (Sauvignon)		Napa Valley	2012
82669	Encantado	Cabernet		Rutherford	2012
82670	Encantado	Cabernet	Reserve	Stags Leap	2012
83406	Encantado	Chardonnay		Carneros, Napa Valley	2014
83643	Encantado	Cabernet Sauvignon		Napa Valley	2014
83645	Encantado	Cabernet Sauvignon		Oakville	2014
82710	Esoterica	Petite Sirah		Rutherford, Chavez- Leeds Vineyard, by Kent Rasmussen	2010
2098	Goldschmidt Vineyards	Cabernet Sauvignon		Vyborny Vineyard, Alexander Valley	2005
80188	Goldschmidt Vineyards	Cabernet Sauvignon		Luke, Alexander Valley	2009
82161	Goldschmidt Vineyards	Zinfandel		Sarabs Railyard Vineyard, Alexander Valley	2012
82162	Goldschmidt Vineyards	Red Wine		Royce, Dry Creek Valley	2012
83139	Herringbone	Pinot Noir		Carneros	2013
82600	Herringbone	Red Blend		Napa Valley	2012
83197	Herringbone	Cabernet Sauvignon	Reserve	Napa Valley	2013
83043	Hillview Ranch	Meritage (Red Blend)		Sonoma County, Old Vines	2013
83236	Hunter Smith	Red Blend		Napa Valley, Mount Veeder	2013
83648	Iron Door	Cabernet Sauvignon		Special Selection, Alexander Valley	2012
84053	Iron Door	Cabernet		Alexander Valley	2013
83912	John William Vineyards	Cabernet Sauvignon		Napa Valley	2014
81903	Judge and Jury	Red Blend		Sonoma County	2012
80972	Justified	Red Meritage		Sonoma County, by Adam Braunstein	2008
2199	Kelley Creek Wines	not specified		Schneider Vineyard, Dry Creek Valley	2006
50	Kingsford Manor Winery	Chardonnay		Napa Valley	2009
246	Kingsford Manor Winery	Meritage (Red Wine)	Reserve	Napa Valley	2008
1513	Kingsford Manor Winery	Rose Wine		Napa Valley	2010
3049	Kingsford Manor Winery	Cabernet Sauvignon	(Reserve)	Napa Valley	2007
3424	Kingsford Manor Winery	Sauvignon Blanc		Napa Valley	2009
80059	Kingsford Manor Winery	(Red) Meritage	Reserve	Napa Valley	2009
80738	Kingsford Manor Winery	Sauvignon Blanc	Reserve	Napa Valley	2011
81062	Kingsford Manor Winery	Red Wine	Reserve	Napa Valley	2010
81389	Kingsford Manor Winery	Sauvignon Blanc	Reserve	Napa Valley	2012
82478	Kingsford Manor Winery	Sauvignon Blanc	Reserve	Napa Valley	2013
82720	Kingsford Manor Winery	Red Blend	Reserve	Napa Valley	2012
83655	Kingsford Manor Winery	Red Blend	Reserve	Napa Valley	2013
84341	Kingsford Manor Winery	Chardonnay		Napa Valley	2015
82864	Kunde Family Estate	Red Blend		Sonoma County, Judge and Jury, by Zach Long	2013
80112	La Mer	Chardonnay	Reserve	Santa Lucia Highlands, by Joseph Carr	2010
80374	La Mer	Pinot Noir		Santa Lucia Highlands	2009
81373	La Mer	Pinot Noir		Santa Maria Valley	2010
81679	La Mer	Chardonnay	Reserve	Russian River Valley	2012
81965	La Mer	Red Blend		Carneros, By Joseph Carr-Kyle Laird	2012
82170	La Mer	Chardonnay		Truchard, Carneros	2012

82305	La Mer	Pinot Noir		Carneros	2012
82598	La Mer	Chardonnay		Carneros	2012
80798	Laird Family	Chardonnay		Red Hen Ranch, Oak Knoll, Napa Valley	2008
80799	Laird Family	Chardonnay		Cold Creek Ranch, Carneros, by Paul Hobbs	2008
82943	Landfarer	Zinfandel		Russian River Valley, By William Knuttel	2012
81689	Loyalist	Pinot Noir		Edna Valley	2012
83234	Magnolia Hill	Zinfandel		Amador County	2012
83983	Masterpiece	Zinfandel		Russian River Valley, by Windsor Oaks	2013
131	Maxwell Creek	Sauvignon Blanc		Napa Valley	2009
219	Maxwell Creek	Cabernet Sauvignon	Reserve	Napa Valley	2008
1858	Maxwell Creek	Sauvignon Blanc		Napa Valley	2010
1957	Maxwell Creek	Chardonnay	Reserve	Napa Valley	2010
2397	Maxwell Creek	Cabernet	Reserve	Napa Valley	2009
80460	Maxwell Creek	Rose Wine		Napa Valley	2011
80854	Maxwell Creek	Chardonnay		Napa Valley	2011
81005	Maxwell Creek	Cabernet	Reserve	Napa Valley	2010
81390	Maxwell Creek	Sauvignon Blanc	Reserve	Napa Valley	2012
81412	Maxwell Creek	Chardonnay	Reserve	Napa Valley	2012
82483	Maxwell Creek	Sauvignon Blanc	Reserve	Napa Valley	2013
80319	Maxwell Creek	Sauvignon Blanc	Reserve	Napa Valley	2011
82728	Maxwell Creek	Cabernet		Napa Valley	2012
82745	Maxwell Creek	Chardonnay	Reserve	Napa Valley	2013
83656	Maxwell Creek	Cabernet Sauvignon	Reserve	Napa Valley	2013
83736	Maxwell Creek	Cabernet Sauvignon	Reserve (Res)	Long Meadow Ranch, Napa Valley	2013
84424	Maxwell Creek	Cabernet Sauvignon		Napa Valley	2014
83432	Mission Ines Vineyards	Pinot Noir		Santa Maria Valley	2013
1152	Mockingbird Hill	Cabernet Sauvignon		Napa Valley	2007
1853	Mockingbird Hill	Cabernet Sauvignon		Sonoma County, By Bill Knuttel	2008
1890	Mockingbird Hill	Chardonnay		Napa Valley	2007
2043	Mockingbird Hill	Sauvignon Blanc		Dry Creek Valley, By William Knuttel	2010
2353	Mockingbird Hill	Red Wine	Reserve	Alexander Valley	2009
3090	Mockingbird Hill	Petite Sirah		Napa Valley	2006
80025	Mockingbird Hill	Pinot Noir	Reserve	Truchard Vineyard, Carneros	2010
80075	Mockingbird Hill	Chardonnay	Reserve	Sonoma County, by Zach Long	2010
80749	Mockingbird Hill	Chardonnay		Napa, by Mark Beringer	2010
81071	Mockingbird Hill	Cabernet	Reserve	Oakville, Napa Valley	2008
81208	Mockingbird Hill	Pinot Noir	reserve	Carneros, By Mark Beringer	2011
81364	Mockingbird Hill	Chardonnay		Julie's Vineyard, Napa Valley, by Judy Matulich-Weitz	2012
82726	Mockingbird Hill	Cabernet	Reserve	Napa Valley	2012
82996	Mockingbird Hill	Petite Sirah		Dry Creek Valley	2013
83182	Mockingbird Hill	Red Wine		Oakville Napa Valley	2013
83354	Mockingbird Hill	Zinfandel	Reserve	Dry Creek Valley, By Jim Pedroncelli	2013
83355	Mockingbird Hill	Red Wine	Reserve	Sonoma County	2013
83649	Mockingbird Hill	Chardonnay	Reserve	Napa Valley	2014
83665	Mockingbird Hill	Cabernet Sauvignon	Reserve	By Kyle Laird	2010

83667	Mockingbird Hill	Petite Verdot	Reserve	Napa Valley	2013
1567	Mockingbird Hill	Cabernet Sauvignon	Reserve	Napa Valley	2007
2106	Mockingbird Hill	Pinot Noir	Reserve	Monterey County, Arroyo Seco	2010
80101	Mockingbird Hill	Cabernet	Reserve	Sonoma County	2009
81063	Mockingbird Hill	Red Meritage	Reserve	Napa Valley	2010
81279	Mockingbird Hill	Sauvignon Blanc		Lauren's Vineyard, Oak Knoll, Napa Valley	2012
81511	Mockingbird Hill	Cabernet	Reserve	Napa Valley, By Reed Renaudin	2011
81681	Mockingbird Hill	Cabernet		Oakville, Napa Valley	2011
81817	Mockingbird Hill	Chardonnay	Reserve	Russian River Valley	2012
82385	Mockingbird Hill	Red Blend	Reserve	Sonoma	2012
82435	Mockingbird Hill	Petit Verdot			2012
82522	Mockingbird Hill	Zinfandel		Dry Creek Valley, Old Vines	2012
81397	Moffet	Cabernet		Barrel Select, Napa Valley	2011
82284	Moon Meadow	Pinot Noir		Carneros	2012
82477	Moon Meadow	Chardonnay		Caroline's Vineyard, Carneros	2012
82755	Obsidian	Pinot Noir	Reserve	Willamette	2012
83779	Obsidian	Pinot Noir	Reserve	Willamette Valley	2014
81136	Pointelle Winery	Pinot Noir		Willamette Valley	2011
83662	Pruet	Cabernet Sauvignon	Reserve	Napa Valley, Yountville	2013
84441	Pruet	Chardonnay		Napa Valley	2014
409	Ridgeline	Cabernet		Alexander Valley	2005
80425	Ridgeline	Cabernet Sauvignon		Lone Pine Vineyard, Alexander Valley	2007
80913	Ridgeline	Cabernet		Alexander Valley, 2010, by Mark Beringer	2010
81174	Ridgeline	Pinot Noir		Carneros, By Mark Beringer	2010
81366	Ridgeline	Cabernet	Reserve	Lone Pine Vineyard, Napa Valley, by Mark Beringer	2010
81368	Ridgeline	Chardonnay		Carneros, By Mark Beringer	2011
81206	Ridgeline	Cabernet		Napa Valley	2010
81261	Ridgeline	Cabernet Franc		Napa Valley, By Mark Beringer	2010
83847	Robert Storey	Pinot Noir	Reserve	Winemaker's Reserve, Napa Valley	2013
83911	Robert Storey	Cabernet Sauvignon		Napa Valley	2014
84131	Robert Storey	Cabernet Sauvignon	Reserve	Grand Reserve, Napa	2014
84510	Robert Storey	Cabernet Sauvignon	Reserve	Stags Leap District, Napa Valley	2014
113	Robert Storey	Chardonnay		Napa Valley	2008
178	Robert Storey	Cabernet		Stuhlmuller Vineyards	2007
484	Robert Storey	Pinot Noir		Sonoma Coast, By Bill Knuttel	2008
486	Robert Storey	Cabernet Blend		By Scott Peterson	2007
493	Robert Storey	Pinot Noir		Napa Valley, Sonoma Coast, by Bill Knuttel	2007
1991	Robert Storey	Cabernet Sauvignon		Napa Valley, By Bill Knuttel	2008
2086	Robert Storey	Pinot Noir		Santa Lucia Highlands, by Reed Renaudin	2009
80024	Robert Storey	Pinot Noir		Truchard Vineyards, Carneros	2010
80029	Robert Storey	Chardonnay		Alexander Valley, By Nick Goldschmidt	2010
80114	Robert Storey	Red		Alexander Valley, By Nick Goldschmidt	2010
80237	Robert Storey	Cabernet Sauvignon	Reserve	Rex Vineyard, Oakville, Napa Valley, by Kyle Laird	2009
80431	Robert Storey	Pinot Noir		Russian River Valley, By William Knuttel	2010
80624	Robert Storey	Pinot Noir	Reserve	Carneros	2009

80750	Robert Storey	Chardonnay		Napa Valley, By Mark Beringer	2010
80914	Robert Storey	Cabernet Sauvignon		Alexander Valley, By Mark Beringer	2010
81171	Robert Storey	Cabernet	Reserve	Diamond Mt. District, by Kyle Laird	2007
81218	Robert Storey	Cabernet	Reserve	Napa Valley, Diamond Mountain	2006
81363	Robert Storey	Chardonnay		Gabrielle's Vineyard, Oak Knoll, Napa Valley, by Judy Matulich-Weitz	2012
81365	Robert Storey	Cabernet	Reserve	By Rich Salvestrin	2011
81369	Robert Storey	Pinot Noir		Russian River, William Knuttel	2011
81398	Robert Storey	Cabernet	Reserve	Mandy's Vineyard, Napa Valley	2011
81477	Robert Storey	Cabernet	Reserve	Kristen's Vineyard, Sonoma County, by Ty Caton	2011
81682	Robert Storey	Cabernet		Burgess Cellars, Napa Valley	2011
82168	Robert Storey	Cabernet		Calistoga	2010
82434	Robert Storey	Cabernet Sauvignon	Reserve	St. Helena, Napa Valley	2012
82440	Robert Storey	Cabernet	Reserve	Kristen's Vineyard, By Ty Caton	2012
82812	Robert Storey	Cabernet Sauvignon		Rutherford, By Adam Braunstein	2012
83183	Robert Storey	Cabernet	Reserve	Napa Valley, By Kyle Laird	2009
83213	Robert Storey	Cabernet		Napa Valley, By Burgess Cellars	2013
83243	Robert Storey	Cabernet	Reserve	By Kerry Damskey, Yountville, Napa Valley	2013
83365	Robert Storey	Cabernet Sauvignon	Reserve	Spring Mountain District	2008
83368	Robert Storey	Cabernet Sauvignon	Reserve	Signature Reserve, Napa Valley	2013
83439	Robert Storey	Cabernet Sauvignon		Barrel Select, Napa Valley, Nick Goldschmidt	2013
83634	Robert Storey	Cabernet Sauvignon	Reserve	Stags Leap District	2013
83915	Robert Storey	Cabernet Sauvignon	Reserve	Winemaker's Reserve, Napa Valley	2014
83965	Roi	Red Blend		Napa Valley	2014
83376	Rothbury Estate	Cabernet Sauvignon	Reserve	Napa Valley	2013
83650	Rothbury Estate	Chardonnay		Napa Valley	2014
83928	Rowland's Winery	Pinot Noir		Carneros	2014
81216	Saddler's Peak	Zinfandel		Napa Valley	2009
81680	Saddler's Peak	Pinot Noir	Reserve	Russian River Valley	2012
82433	Saddler's Peak	Red Blend		Napa Valley	2012
81688	Scatena Bros	Zinfandel		Sonoma County	2012
81388	Schug	Chardonnay		Sonoma Coast, Cuvee Elisabeth	2010
81727	Schug	Chardonnay		Sonoma Coast, Cuvee Elisabeth	2011
183	Shadowood	Cabernet Sauvignon	Reserve	Napa Valley	2007
580	Shadowood	Merlot	Reserve	Alexander Valley	2008
80080	Shadowood	Red Wine (Blend)		Napa Valley	2009
80089	Shadowood	Cabernet Sauvignon	Reserve	Howell Mountain, Napa Valley	2009
80091	Shadowood	Cabernet Sauvignon	Reserve	Spring Mountain District, Napa Valley	2009
82599	Shadowood	Red Blend		Napa Valley	2012
83021	Shadowood	Red Wine	Reserve	Napa Valley	2012
83198	Shadowood	Cabernet Sauvignon	Reserve	Napa Valley	2013
393	Sonoma Acres	Merlot		Sonoma County	2008
2922	Sonoma Acres	Pinot Noir		Russian River Valley	2008
3074	Sonoma Acres	Sauvignon Blanc		Sonoma County	2008
3203	Sonoma Acres	Pinot Noir		Russian River Valley	2009
81721	Sonoma Acres	Pinot Noir		Kenwood Vineyards, Russian River Valley, By Mark Stupich	2011

83782	Storm Chaser	Pinot Noir	Reserve	Willamette Valley	2014
82982	Taz	Pinot Noir		Carneros	2013
80129	The Barrister	Red Wine		Sonoma County, by Zach Long	2010
80897	The Barrister	Red Blend		North Coast, By Zach Long	2011
80898	The Warden	Red Blend		Sonoma County	2011
83929	Two Tone Cellars	Pinot Noir		Carneros	2014
83373	Vintage Wine Estates	Cabernet Sauvignon		Origami, Napa Valley, by Vintage Wine Estates	2013
83374	Vintage Wine Estates	Pinot Noir		Origami, Los Carneros, by Vintage Wine Estates	2013
83375	Vintage Wine Estates	Chardonnay		Origami, Carneros, Misuko's Vineyard, by Vintage Wine Estates	2013
83983	Windsor Oaks	Zinfandel		Masterpiece, Russian River Valley	2013
82131	Winemaker's Reserve	Mertage	Reserve	J. James, Sonoma Valley	2012

Label	Varietal	Special Designations	Year
Conundrum	White Blend	by Caymus	2010
Conundrum	Red Blend	California, By Caymus	2010
Conundrum	White Blend	California, By Caymus	2011
Conundrum	Red Blend	Proprietary, By Caymus	2011
Conundrum	White Blend	California - Rutherford	2012
Conundrum	Red Blend	Proprietary	2012
Conundrum	Red	25th Anniversary	2013
Conundrum	Red		2014
Meiomi	Pinot Noir	Belle Glos, Monterey, Santa Barbara, & Sonoma Counties	2011
Meiomi	Pinot Noir	Belle Glos	2012
Meiomi	Pinot Noir		2013
Mer Soleil	Chardonnay	Silver, Unoaked, Santa Lucia Highlands, by Caymus	2011
Mer Soleil	Chardonnay	Unoaked, by Caymus	2012
Mer Soleil	Chardonnay	Reserve, by Caymus	2012
Mer Soleil	Chardonnay	Reserve, Santa Barbara County	2012
Mer Soleil	Chardonnay	Reserve, by Caymus	2013
Mer Soleil	Chardonnay	Reserve, Santa Barbara County	2013
Mer Soleil	Chardonnay	Silver, Unoaked, Santa Lucia Highlands, by Caymus	2013
Mer Soleil	Chardonnay	Silver, Unoaked, Monterey, by Caymus	2013
Pedroncelli	Red Blend	Barrel Select, Sonoma County	2012
Pedroncelli	Red Wine	Barrel Select, Dry Creek Valley	2013
Pedroncelli	Cabernet Franc	Barrel Select, Dry Creek Valley	2013

Exhibit C

Notice of Class Action Settlement

Cannon v. Ashburn Corporation, Civil Action No. 16-1452 (RMB)(AMD)
United States District Court for the District of New Jersey

A settlement has been reached in a class action lawsuit against Defendant Ashburn Corporation, d/b/a “Wines ‘Til Sold Out” and d/b/a WTSO.com (hereinafter WTSO).

What is this case about?

Kyle Cannon, Lewis Lyons, and Dianne Lyons (collectively the “Plaintiffs” in this case) allege that because certain wines were not sold anywhere at the purported “Original Price,” the discount advertised by WTSO was not real, and consumers were not buying wines at a discount. The Plaintiffs further allege that WTSO offered wines that were available elsewhere but that the stated “Original Price” of some of these wines was higher than the price set by the winery itself, resulting in a greater advertised discount than would have existed had Defendant used the winery’s price for such wines.

WTSO maintains that the “Original Price” it advertised was the suggested retail price provided to it when it purchased the wine and was an accurate reflection of the value of the wine it sold. WTSO denies all liability of any kind associated with the claims alleged. WTSO further denies that class certification is appropriate for any purpose other than settlement.

The Court has not decided who is right in this case.

Who is included in the Class?

You are included in this class if you reside (or otherwise live) in the United States and purchased wine from WTSO.com at any point from March 15, 2010 to November 1, 2016 (“Class Period”).

What may I receive from this settlement?

You will receive credits to purchase wine on WTSO.com based on wine purchased during the Class Period if you complete a Verification Form as described below, as follows:

1. For every bottle of wine listed on List A [link] purchased during the Class Period for \$12.99 or less, the Class Member will receive a credit of \$1.75.
2. For every bottle of wine listed on List A purchased during the Class Period for \$13.00-\$18.99, the Class Member will receive a credit of \$2.00.

3. For every bottle of wine listed on List A purchased during the Class Period for \$19.00 or greater, the Class Member will receive a credit of \$2.25.
4. For every bottle of wine listed on List B [link] purchased during the Class Period for \$19.99 or less, the Class Member will receive a credit of \$0.50.
5. For every bottle of wine listed on Exhibit B purchased during the Class Period for \$20.00 or greater, the Class Member will receive a credit of \$0.75.
6. For every bottle of wine not listed on Exhibit A or B purchased during the Class Period, the Class Member will receive a credit of \$0.20.

You will not receive a credit for any bottle of wine for which you received a refund. Credits will be good for one year from the date you receive an email with a code for your Credits. Credits will be applied against purchases of any wine the first time it is offered on WTSO.com (with limited exceptions), and on certain other identified wines offered on WTSO.com, at the rate of \$2.00 off per bottle, or for the full or remaining credit amount if less than \$2.00. WTSO will identify on its website which wines are eligible for credit use.

Has WTSO made changes to its advertising?

After the lawsuit was filed, on or about November 2, 2016, Defendant replaced the advertising term “Original Price” with the term “Comparable Price” on the WTSO.com website and included a definition of “Comparable Price” to mean “the price at which the same or a similar wine with the same primary grape varietal and appellation or sub-appellation has been offered for sale to consumers directly by a producing winery or through retailers.”

What are my options?

1. Remain in the Class and Receive a Credit

You do not have to do anything to remain in the Class. However, if you wish to receive a credit as described above, you must complete the Verification Form [link to form]. If you received more than one Notice at different email addresses, you must complete the Verification Form for each email address that the Notice was sent to in order to obtain all of your Credits.

If the settlement is approved by the Court and you have completed the Verification Form(s), you will receive a unique non-transferable code that you may use on the WTSO.com website to access your Credits. The Verification Form for each email address at which you received a Notice must be completed and submitted no later than [30 days after the Fairness Hearing] in order to obtain all of your Credits. If you do not complete a Verification Form for any email address at which you received a Notice, you

will not obtain the Credits for purchases made under that email address. You will receive the Code and be able to use it 40 days after the Settlement is final.

If you remain in the Class, you release and give up your right to file a lawsuit against WTSO and its related agents and entities relating to WTSO's selling, marketing and advertising of wine during the Class Period. The precise terms of the release are set forth in the Settlement Agreement. Unless you exclude yourself from this Settlement, as described below, you will release your claims whether or not you submit a Verification Form and receive a credit.

2. Exclude Yourself from the Settlement

If you do *not* wish to be included in the settlement, you have the right to opt out of the class.

If you decide to opt out of the Class, you:

- (i) **Will not receive any credits for the purchase of wine on WTSO.com;**
- (ii) will not be bound by any orders or judgments entered in this Action;
- (iii) will not be entitled to relief under, or be affected by, this Settlement;
- (iv) will not gain any rights by virtue of this Settlement; and
- (v) will not be entitled to object to any aspect of this Settlement.

To opt out of the Class, you must mail a letter clearly stating your desire to opt out to the Settlement Administrator by _____[90 days after preliminary approval]. If you have opted out and wish to revoke your request for exclusion from the Class, you may do so by mailing a letter stating clearly the desire to revoke the previous request for exclusion to the Settlement Administrator before the opt out deadline at [insert KCC address].

3. Object to the Settlement

If you wish to be part of the proposed Settlement but want to object to all or any part of the Settlement, you must do so by _____[90 days after preliminary approval]. **You must remain a member of the Class in order to object to any aspect of the proposed Settlement.** Objections must be filed with the Court at:

Clerk of the Court
United States District Court for the District of New Jersey
4th & Cooper Streets
Camden, NJ 08101

and mailed to the following:

Oren Giskan
Giskan Solotaroff & Anderson
217 Centre Street, 6th Floor
New York, New York 10013

Suzanne Ilene Schiller

Manko, Gold, Katcher & Fox, LLP
401 City Avenue, Suite 901
Bala Cynwyd, PA 19004

Your written objection must include: Any objections must include (i) your full name and current address and telephone number; (ii) the identification of at least one wine purchased from WTSO.com; (iii) a description of all of your objections, the specific reasons for these objections, and any and all supporting papers, including, without limitation, all briefs, written evidence, and declarations; and (iv) your signature.

The final approval hearing (the “Fairness Hearing”) will be on [DATE] at [TIME] p.m., at the United States District Court for the District of New Jersey, 4th and Cooper Streets, Courtroom 3D. You do not have to go to Court or hire an attorney but you may if you want to, at your own cost. The Fairness Hearing is for the Court to decide (a) whether to approve the Settlement; (b) Class counsel’s requests for attorneys’ fees and expenses; and (c) the service award for the Class representatives in this case.

If you wish to appear either personally or through counsel at the Fairness Hearing to present your objections to the Court orally you must include a written statement of intent to appear at the Fairness Hearing by [90 days after preliminary approval]. Only if you specify in your objections that you intend to appear personally or through counsel at the Fairness Hearing will you have the right to present your objections orally at the Fairness Hearing. If you do not submit timely written objections you will not be permitted to present your objections at the Fairness Hearing.

If you file objections but the Court approves the Settlement as proposed, you will still be eligible for your share of the settlement relief.

Who are the attorneys representing the Class?

The Court has appointed the lawyers listed below to represent you and the Class (“Class counsel”):

Oren Giskan
GISKAN SOLOTAROFF &
ANDERSON LLP
217 Centre Street, 6th Floor
New York, NY 10013

Thomas Rosenthal
LAW OFFICES- THOMAS
ROSENTHAL
45 Main Street #1030
Brooklyn, NY 11201

James E. Cecchi
CARELLA, BYRNE, CECCHI,
OLSTEIN, BRODY & AGNELLO, P.C.
5 Becker Farm Road
Roseland, New Jersey 07068

Edward Hernstadt
HERNSTADT ATLAS PLLC
45 Main Street #1030
Brooklyn NY 11201

You do not have to hire your own lawyer but you may if you want to, at your own cost.

Will payments be made to Class Counsel or the Class Representatives?

The determination of an attorney fee award is made by the Court, which will determine a reasonable fee for the work done and the result obtained by Class counsel. Class counsel will ask the Court to award attorneys' fees and expenses of no more than \$1.7 million.

Class counsel will also seek \$2500 for each Class Representative in recognition of their assistance in this litigation.

Where can I get additional information?

THIS IS ONLY A SUMMARY OF THE SETTLEMENT. For more information regarding your rights and options, you can visit the Settlement website: www.winesettlement.com or contact the Claims Administrator at:

[insert address, phone and email]

You may also contact Class Counsel at the following address:

Oren Giskan
GISKAN SOLOTAROFF & ANDERSON LLP
217 Centre Street, 6th Floor
New York, NY 10013
ogiskan@gslawny.com

Exhibit D

Cannon v. Ashburn Corporation d/b/a Wines 'Til Sold Out ("WTSO")

Class Action Settlement

Frequently Asked Questions

Civil Action No. 16-1452 (RMB)(AMD)
United States District Court for the District of New Jersey

A class action lawsuit is pending in the U.S. District Court for the District of New Jersey before the Honorable Renee M. Bumb, entitled *Cannon, et al. v. Ashburn Corporation, et al.*, Civil Action No. 16-1452 (RMB)(AMD). The Parties have proposed to settle the Litigation. You may be a Settlement Class Member. The Proposed Settlement may affect your legal rights. You have a number of options, which are explained in greater detail below.

1. What is this Lawsuit about?

Kyle Cannon, Lewis Lyons, and Dianne Lyons (collectively the "Plaintiffs") in this case allege that because certain wines were not sold anywhere at the purported "Original Price," the discount advertised by WTSO was not real, and consumers were not buying wines at a discount. The Plaintiffs further allege that WTSO offered wines that were available elsewhere but that the stated "Original Price" of some of these wines was higher than the price set by the winery itself, resulting in a greater advertised discount than would have existed had Defendant used the winery's price for such wines.

WTSO maintains that the "Original Price" it advertised was the suggested retail price provided to it when it purchased the wine and was an accurate reflection of the value of the wine it sold. WTSO denies all liability of any kind associated with the claims alleged. WTSO further denies that class certification is appropriate for any purpose other than settlement.

The Court has not decided who is right in this case.

2. What is a class action?

In a class action, one or more people called "Class Representatives" or "Plaintiffs" sue on behalf of other people who have similar claims. The people together are "Class Members" or "Settlement Class Members". The individual, and/or company they sued (in this case WTSO.com) is called the Defendant. One Court resolves the issues for everyone in the Settlement Class—except for those people who choose to exclude themselves from the Settlement Class. Judge Renee M. Bumb of the United States District Court for the District of New Jersey is in charge of this case and certified the lawsuit as a class action for settlement purposes only.

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

The Settlement Class means all residents of the United States who were the original purchasers of one or more wines from WTSO from March 15, 2010 to November 1, 2016 (referred to as the "Class Period"). Excluded from the Class are: (1) directors, officers and employees of Defendant; (2) the United States government and any agency or instrumentality thereof; (3) the judge to whom this case is assigned and any member of the judges' immediate family; and (4) Settlement Class Members who timely and validly opt to exclude themselves from the Settlement Class.

4. What does the Settlement provide?

Class Members who timely complete the Verification Form [\[link\]](#) will receive Credits to purchase wine on WTSO.com, as follows:

- For every bottle of Wine listed on List “A” [\[link\]](#) purchased during the Class Period for \$12.99 or less for which no prior refund was given, you will receive a Credit of \$1.75.
- For every bottle of Wine listed on List “A” purchased during the Class Period for \$13.00 to \$18.99 for which no prior refund was given, you will receive a Credit of \$2.00.
- For every bottle of Wine listed on List “A” purchased during the Class Period for \$19.00 or greater for which no prior refund was given, you will receive a Credit of \$2.25.
- For every bottle of Wine listed on List “B” [\[link\]](#) purchased as an individual offering (not as part of a combination package of different wines) during the Class Period for \$19.99 or less for which no prior refund was given, you will receive a Credit of \$ 0.50.
- For every bottle of Wine listed on List “B” purchased as an individual offering (not as part of a combination package of different wines) during the Class Period for \$20.00 or greater for which no prior refund was given, you will receive a Credit of \$ 0.75.
- For every other bottle of Wine purchased during the Class Period for which no prior refund was given, you will receive a Credit of \$ 0.20.

Defendant is required to maintain your order history on WTSO.com so that you will be able to view and verify the amount of Credits you receive.

You will not receive a Credit for any bottle of wine for which you received a refund. Credits will be good for one year from the date you receive an email with a code for your Credits. Credits will be applied against purchases of any wine the first time it is offered on WTSO.com (with limited exceptions), and on certain other wines offered on WTSO.com, at the rate of \$2.00 off per bottle, or for the full or remaining Credit amount if less than \$2.00. WTSO will identify on its website which wines are eligible for Credit use.

Unless you opt out as described below, you release and give up your right to file a lawsuit against WTSO and its related agents and entities relating to WTSO’s selling, marketing and advertising of wine during the Class Period. The precise terms of the release are set forth in the Settlement Agreement. Unless you exclude yourself from this Settlement, as described below, you will release your claims whether or not you submit a Verification Form and receive a Credit.

5. How do I receive a settlement benefit?

In order to receive Credit(s), you must submit a completed Verification Form. You can find the form here: [\[link\]](#) You may submit the Verification Form online or by mail no later than [30 days after the date of the Fairness Hearing].

6. What information do I need to provide in the Claim Verification Form?

The Verification Form will require you to verify your current mailing address and any refunds you received on wines purchased within the Class Period. If the Settlement Administrator finds that your Claim Verification Form is incomplete, you will have one more opportunity to submit a corrected completed Claim Verification Form.

7. How do I use my Credit(s)?

Once you have submitted a valid Verification Form, the Settlement Administrator will email you and non-transferrable individualized code (the "Code") that may be used on WTSO.com for a period of one (1) year from the date the Code is emailed to you by the Settlement Administrator. This is referred to as the "Redemption Period."

If you do not use all of your Credits in one transaction, they will be available to you for future transactions during the Redemption Period.

If WTSO is not able to ship to both your primary and business address during the Redemption Period, you will receive in cash 50% of the amount of Credits owed to you.

8. What if I do not want to participate in this Settlement?

All Class Members shall have the right to exclude themselves or opt out of the Settlement Class at any time during the opt-out period. The postmark deadline to opt out of the Settlement is [90 days after Order for Preliminary Approval Granted].

Any Class Member who wishes to opt out of the Class may do so by mailing a letter to the Settlement Administrator. The opt out request must include: (i) Your name and address; (ii) A statement clearly indicating that your intention to opt out of the *Cannon v. Ashburn Corporation d/b/a Wines 'Til Sold Out Class Action Settlement*; and (iii) Your signature.

Mail your opt out request to the Settlement Claims Administrator at the address below postmarked no later than [90 days after Order for Preliminary Approval Granted]:

Kurtman Kartman Consultants
[INSERT ADDRESS]

Any Class Member who elects to opt out of the Class: (i) will not receive any Credits for the purchase of wine on WTSO.com; (ii) will not be bound by any orders or judgments entered in this Action; (iii) will not be entitled to relief under, or be affected by, this Agreement; (iv) will not gain any rights by virtue of this Agreement; and (v) will not be entitled to object to any aspect of this Agreement.

Any Class Member who has opted out and wishes to revoke his or her request for exclusion may do so by mailing a letter stating clearly the desire to revoke the previous request for exclusion to the Settlement Administrator before the [90 days after Order for Preliminary Approval Granted]opt-out deadline.

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

Class Members may serve written objections to the Settlement, or to Class Counsel's application for Attorneys' Fees and Expenses.

The objection must include (i) the Class Member's full name and current address and telephone number; (ii) the identification of at least one Settlement Wine purchased; (iii) a description of all of the Class Member's objections, the specific reasons therefore, and any and all supporting papers, including, without limitation, all briefs, written evidence, and declarations; and (iv) the Class Member's signature.

Class Members submitting objections who wish to appear either personally or through counsel at the Fairness Hearing and present their objections to the Court orally must include a written statement of intent to appear at the Fairness Hearing in the manner prescribed by the Notice. Only Class Members who specify in their objections that they intend to appear personally or through counsel at the Fairness Hearing will have the right to present their objections orally at the Fairness Hearing. Settlement Class Members who do not submit timely written objections will not be permitted to present their objections at the Fairness Hearing.

To be considered, any such objection must be mailed to the Clerk of the Court, with copies to Class Counsel and counsel for WTSO not later than [90 days after Order for Preliminary Approval Granted] (*i.e.*, must be either received by the Clerk or be postmarked no later than [90 days after Order for Preliminary Approval Granted]).

Court	Class Counsel	Defense Counsel
United States District Court for the District of New Jersey 4 th & Cooper Streets Camden, NJ 08101	Oren Giskan GISKAN SOLOTAROFF & ANDERSON LLP 217 Centre Street, 6 th Floor New York, NY 10013	Suzanne Ilene Schiller MANKO, GOLD, KATCHER & FOX, LLP 401 City Avenue, Suite 901 Bala Cynwyd, PA 19004

10. When and where will the Court determine whether to approve the Settlement?

The Court entered an order preliminarily approving the Settlement Agreement on _____. The Court will hold a Fairness Hearing at _____ a.m./p.m. on _____, at the United States District Court, District of New Jersey, Courtroom _____.

11. What if the proposed Settlement is not approved?

If the proposed Settlement is not granted final approval, then the proposed Settlement will not become effective and will be voided, the lawsuit will proceed without further notice, and none of the agreements set forth in the Notice will be valid or enforceable.

12. Do I have a lawyer in the case?

Yes. The Court has appointed these lawyers and firms as "Class Counsel," meaning that they were appointed to represent all Class Members: Oren S. Giskan of Giskan, Solotaroff & Anderson, LLP; James E. Cecchi of Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.; Thomas Rosenthal of Law Offices – Thomas Rosenthal; and Edward Hernstadt of Hernstadt Atlas PLLC.

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

13. Will payments be made to Class Counsel or the Class Representatives?

The determination of an attorney fee award is made by the Court, which will determine a reasonable fee for the work done and the result obtained by Class counsel. Class counsel will ask the Court to award attorneys' fees and expenses of no more than \$1.7 million.

Class counsel will also seek \$2500 for each Class Representative in recognition of their assistance in this litigation.

14. How do I get more information about the Settlement?

The official terms of the proposed Settlement are in the settlement agreement. A copy of the settlement agreement, as well as other court documents and important deadline dates are located on the settlement website: www.winesettlement.com. If you have any questions regarding the settlement or the submission of the Claim Form, contact the Settlement Administrator at:

Email: [insert email address]

Phone: 1-XXX-XXX-XXXX

Mail: [INSERT ADDRESS]

Exhibit E

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

KYLE CANNON, LEWIS LYONS, AND
DIANNE LYONS, INDIVIDUALLY AND
ON BEHALF OF ALL OTHERS SIMILARLY
SITUATED,

PLAINTIFFS,

V.

ASHBURN CORPORATION, ET AL.,

DEFENDANTS.

Civil Action No. 16-1452 (RMB)(AMD)

**FINAL APPROVAL ORDER AND
JUDGMENT**

THIS MATTER having been opened to the Court by counsel for the Plaintiffs and the Class for final approval of the proposed class action settlement (the “Settlement”), in accordance with the Settlement Agreement and Release dated [DATE] (the “Agreement”) [DOCKET NO.] and on the motion for an award of attorneys’ fees and costs and approval of incentive awards dated [DATE] [DOCKET NO.]; and

WHEREAS, the Court finds that it has jurisdiction over this Action and each of the Parties and all Settlement Class Members under 28 U.S.C. § 1332(d) and that venue is proper in this district; and

WHEREAS the Court finds as follows: The Settlement was entered into at arm’s length by experienced counsel and only after extensive negotiations with a well-respected mediator and the Court. The Settlement is not the result of collusion. The Settlement is fair, reasonable, and adequate;

WHEREAS the Court having reviewed Plaintiffs’ Counsels’ submissions in support of their request for attorneys’ fees, including their time summaries and hourly rates, finds that the

request for attorneys' fees is reasonable and appropriate and the hourly rates of each Lead Counsel firm is likewise reasonable and appropriate in a case of this complexity;

WHEREAS, the Court similarly finds that incentive awards to each Class Representative are fair and reasonable; and

WHEREAS, this Court conducted a hearing on [DATE] and has fully considered the record of these proceedings, the representations, arguments and recommendations of counsel, and the requirements of the governing law; and for good cause shown;

IT IS THIS day of [DATE]:

ORDERED that the Final Approval and Judgment is GRANTED, subject to the following terms and conditions:

1. The Court expressly incorporates the Agreement, including all exhibits thereto, into this Final Order and Judgment. For the purposes of this Order, the Court hereby adopts all defined terms as set forth in the Agreement.

2. The "Settlement Class" certified for the sole purpose of consummating the settlement in this Action consists of and is hereinafter defined as:

All residents of the United States who were the original purchasers of one or more wines from WTSO.com, from March 1, 2010 to November 1, 2016.
Excluded from the Class are: (1) directors, officers and employees of Defendant; (2) the United States government and any agency or instrumentality thereof; (3) the judge to whom this case is assigned and any member of the judge's immediate family; and (4) Settlement Class Members who timely and validly opt to exclude themselves from the Settlement Class.

3. The Court finds that the proposed Settlement Class meets all the applicable requirements of Fed. R. Civ. P. 23 and affirms certification of the Settlement Class.

4. The Court has reviewed the declarations filed by the Settlement Administrator. The Court finds that, to date, the Claims Administrator has fulfilled its responsibilities as set forth in the Agreement.

5. The Court hereby finds that the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances. Said Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the terms of the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23, requirements of due process and any other applicable law.

6. A list of all persons who have timely and validly requested to be excluded from the Settlement Class is annexed hereto as Exhibit A.

7. The Court finds that there have been a total of [NUMBER, IF ANY] Objections filed to the Settlement that have not been withdrawn. The Court has duly considered these Objections and none provides a basis for not approving the Settlement.

8. Based upon the Court's familiarity with the claims and parties, the Court finds that Kyle Cannon, Lewis Lyons, Dianne Lyons and David Samuels adequately represent the interests of the Settlement Class and hereby appoints them as Class Representatives for the Settlement Class.

9. The Court finds that the following firms fairly and adequately represent the interests of the Settlement Class and hereby confirms them as Class Counsel pursuant to Rule 23:

Oren Giskan
GISKAN SOLOTAROFF &
ANDERSON LLP
217 Centre Street, 6th Floor
New York, NY 10013

Edward Hernstadt
HERNSTADT ATLAS PLLC

James E. Cecchi
CARELLA, BYRNE, CECCHI,
OLSTEIN, BRODY & AGNELLO, P.C.
5 Becker Farm Road
Roseland, New Jersey 07068

LAW OFFICES - THOMAS S. ROSENTHAL
45 Main Street #1030

45 Main Street #1030
Brooklyn NY 11201

Brooklyn, NY 11201

10. The Court finds, upon review of the Settlement and consideration of the nine factors enunciated in *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975), that the Settlement and the proposed reimbursement program available from the Settlement are fair, reasonable and adequate. Accordingly, the Settlement is finally approved by the Court.

11. The Final Approval Order and Judgment as provided under the Agreement should be entered. Such order and judgment shall be fully binding with respect to all members of the Class and shall have res judicata, collateral estoppel, and all other preclusive effect for all of the Released Claims as set forth in the Agreement.

12. All claims set forth in the Complaint in this action are fully and finally dismissed with prejudice, and the Released Claims against Defendant are released.

13. The Settlement Administrator shall distribute to each Settlement Class Member who has not requested exclusion from the Class, timely submitted a complete, properly executed, and valid Claim Verification Form, and who are determined to be eligible to receive benefits under the Agreement, the benefits to which they are entitled.

14. Class Counsel is hereby awarded: (i) \$ _____ in attorneys' fees; and (ii) costs in the amount of \$ _____.

15. Each Class Representative is to receive an incentive award in the sum of \$ _____.

16. The awarded attorneys' fees and costs, and Class Representative incentive awards are to be paid and distributed in accordance with the Agreement.

17. The Court authorizes Giskan Solotaroff & Anderson LLP to allocate the fee and cost award among Class Counsel.

18. Each and every term and provision of the Settlement and Agreement shall be deemed incorporated into the Final Approval Order and Judgment as if expressly set forth and shall have the full force and effect of an Order of the Court.

19. The terms of this Final Approval Order and Judgment, and the Settlement and Agreement are binding on the Plaintiffs and all other Settlement Class Members, as well as their heirs, executors and administrators, successors and assigns.

20. The parties and their counsel are ordered to implement and to consummate the Settlement and Agreement according to its terms and provisions.

21. Other than as set forth herein, the parties shall bear their own costs and attorneys' fees.

22. The releases set forth in the Agreement are incorporated by reference. All Class Members, as of the Effective Date, shall be bound by the releases set forth in the Agreement whether or not they have availed themselves of the benefits of the Settlement, to wit:

All Class Members who have not opted out of the Settlement have released any and all claims, allegations, actions, causes of action, administrative claims, demands, debts, damages, costs, attorneys' fees, obligations, judgments, expenses, or liabilities, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory or equitable, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters during the Class Period that were, or could have been, alleged in the Action or arising out of the Action against Releasees (defined in the Agreement), including, without limitation, any and all claims related to or arising from Defendant's selling, marketing and advertising of wine pricing, discounting, ratings, reviews, and/or pairing recommendations, without regard to subsequent

discovery of different or additional facts or subsequent changes in the law. With respect to these claims, Plaintiffs and the Settlement Class expressly waive any and all rights or benefits under California Civil Code Section 1542 (or any similar authority in any jurisdiction), 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.

23. The parties are authorized, without further approval from the Court, to agree in writing to and to adopt such amendments, modifications, and expansions of the Settlement or Agreement as are consistent with the Final Approval Order and Judgment.

24. No Settlement Class Member, either directly, representatively, or in any other capacity (other than a Settlement Class Member who validly and timely submitted a valid request for exclusion), shall commence, continue, or prosecute any action or proceeding against Defendant or any other Releasee as set forth in the Agreement in any court or tribunal asserting any of the Released Claims, and are hereby permanently enjoined from so proceeding.

25. Without affecting the finality of the Final Approval Order and Judgment, the Court shall retain continuing jurisdiction over this action, the parties and the Settlement Class, and the administration and enforcement of the Settlement and Agreement. Any disputes or controversies arising with respect to the enforcement or implementation of the Settlement or Agreement shall be presented by motion to the Court, provided, however, that nothing in this paragraph shall restrict the parties' ability to exercise their rights under Paragraph 23 above.

26. Neither the Settlement nor the Agreement, nor any of its terms and provisions, nor any of the agreements, negotiations or proceedings connected with it, nor any of the documents or statements referred to therein shall be:

a. Offered or received as evidence of or construed as or deemed to be evidence of liability or a presumption, concession or an admission by the Defendant of the truth of any fact alleged or the validity of any claim that has been, could have been or in the future might be asserted in the Action or in any litigation, or otherwise against the Defendant, or of any proposed liability, negligence, fault, wrongdoing or otherwise of the Defendant;

b. Offered or received as evidence of or construed as or deemed to be evidence of a presumption, concession or an admission of any purported violation of law, breach of duty, liability, default, wrongdoing, fault, misrepresentation or omission in any statement, document, report or financial statement heretofore or hereafter issued, filed, approved or made by Defendant or otherwise referred to for any other reason, other than for the purpose of and in such proceeding as may be necessary for construing, terminating or enforcing the Agreement;

c. Deemed to be or used as an admission of any liability, negligence, fault or wrongdoing of Defendant in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal;

d. Construed as a concession or an admission that Class Representatives or the Settlement Class Members have suffered any injury or damage; or, as an admission or concession that the consideration to be given in the Settlement represents the amount which could be or would have been awarded to the Class Representatives or the Settlement Class Members, after trial.

27. There being no just reason to delay, the Clerk is directed to enter this Final Approval Order and Judgment forthwith and designate this case as closed. The operative complaint in this action is dismissed with prejudice.

RENEE MARIE BUMB, U.S.D.J.

Exhibit F

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

KYLE CANNON, LEWIS LYONS, AND
DIANNE LYONS, INDIVIDUALLY AND
ON BEHALF OF ALL OTHERS SIMILARLY
SITUATED,

PLAINTIFFS,

V.

ASHBURN CORPORATION, ET AL.,

DEFENDANTS.

Civil Action No. 16-1452 (RMB)(AMD)

**ORDER PRELIMINARILY CERTIFYING
SETTLEMENT CLASS, GRANTING
PRELIMINARY
APPROVAL OF SETTLEMENT, AND
APPROVING CLASS NOTICE**

THIS MATTER having been opened to the Court by attorneys for Plaintiffs and attorneys for Defendant, by way of their joint Motion for Preliminary Approval of the proposed Settlement in the above Action;

WHEREAS, the Court having reviewed and considered the joint Motion for Preliminary Approval and supporting materials filed by Settlement Class Counsel and Defendant's Counsel, and

WHEREAS, the Court held a hearing on the joint Motion for Preliminary Approval on November 8, 2017; and

WHEREAS, the Court further reviewed and considered the Revised Settlement Agreement dated November 10, 2017 and all exhibits attached thereto ("Revised Settlement Agreement"),

WHEREAS, this Court has fully considered the record and the requirements of law; and good cause appearing;

IT IS THIS ____ day of _____, 2017 ORDERED that the Settlement (including all terms of the Revised Settlement Agreement and exhibits thereto) is hereby PRELIMINARILY APPROVED. The Court further finds and orders as follows.

1. The Court has subject matter jurisdiction under 28 U.S.C. § 1332(d), and venue is proper in this district.

2. The Court has personal jurisdiction over the Plaintiffs, Settlement Class Members, and the Defendant.

3. To the extent not otherwise defined herein, all defined terms in this Order shall have the meaning assigned in the Revised Settlement Agreement.

4. The Settlement was the result of the Parties' good-faith negotiations. The Settlement was entered into by experienced counsel and only after extensive arm's-length negotiations with the aid of an experienced federal court judge (ret.) during a mediation session. The Settlement is not the result of collusion.

5. The proceedings that occurred before the Parties reached the Settlement gave counsel opportunity to adequately assess this case's strengths and weaknesses and thus to structure the Settlement in a way that adequately accounts for those strengths and weaknesses.

6. The Settlement falls well within the range of reason. The Settlement has no obvious deficiencies. The Settlement does not unreasonably favor the Plaintiffs or any segment of the Settlement Class.

7. Because the Settlement meets the standards for preliminary approval, the Court preliminarily approves all terms of the Settlement included in the Revised Settlement Agreement and all of its Exhibits.

8. The Court finds, for settlement purposes only, that all requirements of Fed.R.Civ.P. 23(a) and (b)(3) have been satisfied. The Court certifies a Settlement Class, as follows:

All residents of the United States who were the original purchasers of one or more wines from WTSO.com, from March 15, 2010 to November 1, 2016. Excluded from the Class are: (1) directors, officers and employees of Defendant; (2) the United States government and any agency or instrumentality thereof; (3) the judge to whom this case is assigned and any member of the judge's immediate family; and (4) Settlement Class Members who timely and validly opt to exclude themselves from the Settlement Class.

9. The Court conditionally certifies the proposed Settlement Class, and finds that the requirements of Rule 23(a) are satisfied, for settlement purposes only, as follows:

(a) Pursuant to Fed.R.Civ.P. 23(a)(1), the members of the Settlement Class are so numerous that joinder of all members is impracticable.

(b) Pursuant to Fed.R.Civ.P. 23(a)(2) and 23(c)(1)(B), the Court determines that there are common issues of law and fact for the Settlement Class as follows:

- i. Whether Defendant used false "Original Prices" in the sale of wines on WTSO.com;
- ii. Whether Defendant violated the New Jersey Consumer Fraud Act;
- iii. Whether Defendant breached its contracts with its customers by failing to provide advertised discounts; and
- iv. Whether the Class Members suffered damages as a result of Defendant's actions.

(c) Pursuant to Fed.R.Civ.P. 23(a)(3), the claims of the Plaintiffs are typical of the claims of the Settlement Class that they represent in that the Class Representatives allege that they are purchasers of wines from WTSO.com. The Court hereby appoints the following Plaintiffs as Class Representatives for the Class: Kyle Cannon, Lewis Lyons, Dianne Lyons, and David Samuels.

(d) Pursuant to Fed.R.Civ.P. 23(a)(4), the Class Representatives will fairly and adequately protect and represent the interests of all members of the Settlement Class and the interests of the Class Representatives are not antagonistic to those of the Settlement Class. The Class Representatives are represented by counsel who are experienced and competent in the prosecution of complex class action litigation.

10. The Court further finds that the requirements of Rule 23(b)(3) are satisfied, as follows:

(a) Questions of law and fact common to the members of the Settlement Class, as described above, predominate over questions that may affect only individual members; and

(b) A class action is superior to all other available methods for the fair and efficient adjudication of this controversy.

11. The Court has reviewed and finds that the content of the proposed forms of Notice attached as Exhibit C and Exhibit H to the Revised Settlement Agreement and the Frequently Asked Questions and Answers (“FAQ”) attached as Exhibit D to the Revised Settlement Agreement to be displayed, along with the Revised Settlement Agreement and its Exhibits, on the Settlement Website satisfy the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e)(1), and Due Process and accordingly approves the Notice, the Verification Form, and the FAQs .

12. This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Revised Settlement Agreement. The Court has reviewed the plan for distributing the Notice to the Settlement Class (“Notice Plan”), and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties’ proposal to (a)

email an electronic copy of the Notice attached as Exhibit C to all Class Members; (b) send a postcard Notice attached as Exhibit H to all Class Members at the last mailing address provided by each Class Member to Defendant; (c) send Notice to the last known mailing address, as determined by the National Change of Address database, to any Class Member for whom the postcard Notice was returned as undeliverable; and (c) post a link to the Settlement Website on WTSO.com in accordance with the Revised Settlement Agreement. The Court also approves payment of notice costs as provided in the Revised Settlement Agreement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e)(1), and Due Process.

13. The Court preliminarily finds that the following counsel fairly and adequately represent the interests of the Settlement Class and hereby appoints Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C., Giskan, Solotaroff, & Anderson, LLP, Law Offices – Thomas S. Rosenthal, and Hernstadt Atlas PLLC, as Class Counsel for the Settlement Class.

14. The Court directs that pursuant to Fed.R.Civ.P. 23(e)(2) a hearing will be held on _____ [120 days after entry of Order], to consider final approval of the Settlement (the “Fairness Hearing”) including, but not limited to, the following issues: (1) to determine whether to grant final approval to (a) the certification of the Settlement Class, (b) the designation of Plaintiffs as the representatives of the Settlement Class, (c) the designation of Class Counsel as counsel for the Settlement Class, and (d) the settlement; (2) to rule on Class Counsel’s request for an award of attorneys’ fees and reimbursement of costs and for Service Awards to Class Representatives; and (3) to consider whether to enter the Final Approval Order. The Fairness Hearing may be adjourned by the Court and the Court may address the matters set

out above, including final approval of the Settlement, without further notice to the Settlement Class other than notice that may be posted at the Court and on the Court's and Claims Administrator's websites.

15. Persons wishing to object to the proposed Settlement and/or be heard at the Fairness Hearing shall follow the following procedures:

(a) To object, a member of the Settlement Class, individually or through counsel, must file a written objection with the Clerk of the Court, and must also serve a copy thereof upon the following, by _____ [90 days after entry of Order]:

Counsel for Plaintiffs

Oren Giskan
GISKAN SOLOTAROFF &
ANDERSON LLP
217 Centre Street, 6th Floor
New York, NY 10013

James E. Cecchi
CARELLA, BYRNE, CECCHI,
OLSTEIN, BRODY & AGNELLO,
P.C.
5 Becker Farm Road
Roseland, New Jersey 07068

Counsel for Defendants

Suzanne Ilene Schiller
MANKO, GOLD, KATCHER &
FOX, LLP
401 City Avenue, Suite 901
Bala Cynwyd, PA 19004

James Farrell
LATHAM & WATKINS
885 Third Avenue
New York, NY 10022-4834

(b) Any member of the Settlement Class who files and serves a written objection by the deadline stated in Paragraph 26 of this Order containing a written statement of intent to appear at the Fairness Hearing in the manner prescribed by the Notice, may appear at the Fairness Hearing, to the extent permitted by the Court, either in person or through an attorney hired at the Settlement Class member's expense, to object

to the fairness, reasonableness or adequacy of the proposed Settlement. Any attorney representing a member of one of the Settlement Class for the purpose of making objections must also file a Notice of Appearance with the Clerk, and must also serve copies by mail to the counsel listed above. Only Class Members who specify in their objections that they intend to appear personally or through counsel at the Fairness Hearing will have the right to present their objections orally at the Fairness Hearing.

(c) Any objection to the Settlement must include (i) the Class Member's full name and current address and telephone number; (ii) the identification of at least one Settlement Wine purchased; (iii) a description of all of the Class Member's objections, the specific reasons therefore, and any and all supporting papers, including, without limitation, all briefs, written evidence, and declarations; and (iv) the Class Member's signature.

16. Any Class Member who does not make his, her, or its objection in the manner provided herein shall be deemed to have waived his, her, or its right to object to any aspect of the proposed Settlement and/or Class Counsel's motion for attorneys' fees and reimbursement of litigation expenses. Such Class Member shall forever be barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, or the requested attorneys' fees and litigation expenses, and otherwise from being heard concerning the Settlement, or the attorneys' fees and expense request in this or any other proceeding.

17. The Court appoints Kurtzman Carson Consultants ("KCC") as the Settlement Administrator. The Parties are hereby authorized to retain the Settlement Administrator to supervise and administer the Notice Procedure as well as the processing of Claims. Notice of the Settlement and the Settlement Hearing shall be given by Class Counsel as follows:

(a) Defendant shall provide to the Settlement Administrator the name, last known mailing address, telephone number and email address for all Class Members (the “Class List”) within twenty (20) days after the Preliminary Approval Order is entered;

(b) Thirty-Five (35) days after the Preliminary Approval Order is entered, the Settlement Administrator will email using state-of-the-art methods and best practices for direct email an electronic copy of the Class Notice provided in Exhibit C to all Class Members and also mail a postcard of the Class Notice in the form provided in Exhibit H to all Class Members by mail;

(c) On the date upon which the Settlement Administrator emails and mails the Class Notice, the Settlement Administrator shall make the Settlement Website, as further detailed in the Settlement Agreement, publicly accessible, and the Settlement Website shall remain accessible until Class Member Codes are mailed as set forth in Paragraph 22 of this Order;

(d) On the date upon which the Settlement Administrator emails and mails the Class Notice, Defendant shall cause to be published a link to the Settlement Website on WTSO.com as further detailed in the Settlement Agreement; and

(e) Within thirty (30) days after the emailing and mailing of the Class Notice, entry of this Order, the Settlement Administrator shall file with the Court a declaration of compliance with the notice requirements.

18. **Participation in Settlement** – Class Members who complete a Verification Form as described in the Settlement Agreement _____ [no later than thirty (30) days after the Fairness Hearing] will receive Credits based on the Settlement Wines purchased during the Class Period as follows:

(a) For every bottle of wine listed on Exhibit A to the Settlement Agreement purchased during the Class Period for \$12.99 or less, for which no prior refund was given, the Class Member will receive a credit of \$1.75.

(b) For every bottle of wine listed on Exhibit A purchased during the Class Period for \$13.00-\$18.99, for which no prior refund was given, the Class Member will receive a credit of \$2.00.

(c) For every bottle of wine listed on Exhibit A purchased during the Class Period for \$19.00 or greater, for which no prior refund was given, the Class Member will receive a credit of \$2.25.

(d) For every bottle of wine listed on Exhibit B to the Settlement Agreement purchased during the Class Period for \$19.99 or less, for which no prior refund was given, the Class Member will receive a credit of \$0.50.

(e) For every bottle of wine listed on Exhibit B purchased during the Class Period for \$20.00 or greater, for which no prior refund was given, the Class Member will receive a credit of \$0.75.

(f) For every bottle of wine not listed on Exhibit A or B purchased during the Class Period, for which no prior refund was given, the Class Member will receive a credit of \$0.20.

The total value of the Credits to be provided to the Class is approximately \$10.8 million.

19. Credits will be applied against purchases of any wine the first time it is offered on WTSO.com (unless use of the Credit would result in a violation of laws relating to the sale of wine or such wine is first offered during a “Marathon” day), and on certain other wines offered on WTSO.com, all as more fully described in the Settlement Agreement, at the rate of \$2.00 off per bottle, or for the full or remaining credit amount if less than \$2.00, for a period of one (1) year following the date the Credit codes are emailed to the Class Members.

20. Class Counsel, or any partner, member, shareholder or employee of Class Counsel, and Apperson Crump, PLC, or any partner, member, shareholder or employee of Apperson Crump, PLC, who are Class Members are ineligible to receive Credits or any

compensation as Class Members and any Claim Verification Form submitted by any of them shall be deemed null, void and invalid.

21. Within thirty (30) days after the Effective Date, Defendant shall calculate and provide to Class Counsel the total amount of Credits to be issued to Class Members and a unique non-transferrable individualized code (the “Code”) shall be generated for each Class Member who has submitted a valid Verification Form that may be used on WTSO.com by the Class Member to access their Credits.

22. Forty (40) days after the Effective Date the Settlement Administrator will email each Class Member who has submitted a valid Verification Form that Class Member’s Code.

23. All Class Members shall have the right to opt out of the class at any time during the opt-out period. The opt-out period shall run for ninety (90) days following the entry of this Preliminary Approval Order. Any Class Member who elects to opt out of the Class (i) shall not be bound by any orders or judgments entered in this Action; (ii) shall not be entitled to relief under, or be affected by, this Agreement; (iii) shall not gain any rights by virtue of this Agreement; and (iv) shall not be entitled to object to any aspect of this Agreement. Any Class Member who wishes to opt out of the Class may do so by mailing a letter clearly stating the Class Member’s desire to opt out to the Settlement Administrator. Any Class Member who has opted out and wishes to revoke his or her request for exclusion may do so by mailing a letter stating clearly the desire to revoke the previous request for exclusion to the Settlement Administrator before the opt-out deadline.

24. Any member of the Settlement Class failing to properly and timely mail such a written notice of exclusion shall be automatically included in the Settlement Class and shall be bound by all the terms and provisions of the Settlement Agreement and the Settlement, including

the Release, and Order of Final Judgment. The Court shall resolve any disputes concerning the opt-out provisions of the Settlement Agreement.

25. Upon Final Approval, all Class Members who do not opt out of the Settlement will have released any and all claims, allegations, actions, causes of action, administrative claims, demands, debts, damages, costs, attorneys' fees, obligations, judgments, expenses, or liabilities, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory or equitable, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters during the Class Period that were, or could have been, alleged in the Action or arising out of the Action against Releasees (defined in the Settlement Agreement), including, without limitation, any and all claims related to or arising from Defendant's selling, marketing and advertising of wine pricing, discounting, ratings, reviews, and/or pairing recommendations, without regard to subsequent discovery of different or additional facts or subsequent changes in the law. With respect to these claims, Plaintiffs and the Settlement Class expressly waive any and all rights or benefits under California Civil Code Section 1542 (or any similar authority in any jurisdiction), 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.

26. The following are the operative dates for the following events:

EVENT

DATE

Notice E-Mailed and Mailed
Settlement Website Accessible

35 days after entry of this Order

Affidavit of Compliance with
Notice Requirements

65 days after entry of this Order

Filing Motion for Attorney Fees, Service Awards and Reimbursement of Expenses	Within 60 days after entry of this Order
Postmark/Filing Deadline for Requests for Exclusions, and Objections	Within 90 days after entry of this Order
Service/Filing Notice of Appearance at Fairness Hearing	Within 90 days after entry of this Order
Filing Reply to Objections to Settlement and/or Attorneys' Fees and Expenses	Within 105 days after entry of this Order
Filing Motion for Final Approval	Within 105 days after entry of this Order
Fairness Hearing	_____ [120 days after entry of this Order]

27. In the event that the Settlement does not become effective for any reason, this Preliminary Approval Order shall be rendered null and shall be vacated, and all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Agreement. If the Settlement does not become effective, the Defendant and any other Releasees shall have retained any and all of their current defenses and arguments thereto (including but not limited to arguments that the requirements of Fed.R.Civ.P. 23(a) and (b)(3) are not satisfied for purposes of continued litigation). These actions shall thereupon revert immediately to their respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed.

28. All other proceedings are hereby stayed until such time as the Court renders a final decision regarding approval of the proposed Settlement. No discovery with regard to the Action, or with respect to this Settlement, shall be permitted other than as may be directed by the

Court upon a proper showing by the party seeking such discovery by motion properly noticed and served in accordance with this Court's Local Rules. In addition, pending a determination on final approval of the Settlement, all Settlement Class Members are hereby barred and enjoined from commencing or prosecuting any action involving any Released Claims.

29. The Court shall retain continuing jurisdiction over the Action, the Parties and the Settlement Class, and the administration, enforcement, and interpretation of the Settlement. Any disputes or controversies arising with respect to the Settlement shall be presented by motion to the Court, provided, however, that nothing in this paragraph shall restrict the ability of the Parties to exercise their rights as described above.

RENEE MARIE BUMB, U.S.D.J.

Exhibit G

CLAIM VERIFICATION FORM

1. Member ID Number

My Class Member ID Number is _____

If you do not have a Class Member ID Number, contact the Settlement Administrator at
[insert contact information]

2. Verification of Name and Contact Information

A. Name, Address and Phone Number

Name: _____
First Middle Last

Address: _____
Street

City, State, Zip Code

Phone: _____

Check One:

_____ The above information is correct.

_____ The above information is incorrect or incomplete. The correct and/or additional information is:

Name: _____
First Middle Last

Address: _____
Street

City, State, Zip Code

Phone: _____

The Claims Administrator may contact you for additional verification of any new information.

B. Preferred E-Mail Address

Email: _____
Confirm Email: _____

3. Verification of Eligibility

_____ I am over the age of 21 and purchased at least one bottle of wine from WTSO.com between March 15, 2010 and November 1, 2016.

4. Verification of Refunds

Wine	Date of Refund
_____	_____
_____	_____
_____	_____
_____	_____

Check One:

_____ The above information is correct and complete.

_____ The above information is incorrect or incomplete. The correct and/or additional information is:

Wine	Date of Refund (Approx.)
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the foregoing information is true and correct to the best of my information, knowledge and belief; that I am not requesting to be excluded from the Settlement Class; and that I have not submitted any other claim for the same purchases nor authorized any other person or entity to do so.

Signature: _____ Date: _____

Exhibit H

IMPORTANT
LEGAL NOTICE FROM
THE UNITED STATES
DISTRICT COURT
FOR THE
DISTRICT
OF NEW JERSEY

VISIT
WWW.WINESETTLEMENT.COM
FOR MORE INFORMATION

**WTSO Class Action
Settlement Claims Administrator
Address**

**Barcode
Claim #
Address**

If You Purchased Wine From WTSO (Wines 'Til Sold Out) between March 15, 2010 to November 1, 2016, You May Be Entitled to Receive Credits Towards the Purchase of Wine from a Proposed Class Action Settlement.

Description of the Class Action Lawsuit and Settlement: Plaintiffs allege that because certain wines were not sold anywhere at the purported "Original Price," the discount advertised by WTSO was not real, and consumers were not buying wines at a discount. The Plaintiffs further allege that WTSO offered wines that were available elsewhere but that the stated "Original Price" of some of these wines was higher than the price set by the winery itself, resulting in a greater advertised discount than would have existed had Defendant used the winery's price for such wines. WTSO maintains that the "Original Price" it advertised was the suggested retail price provided to it when it purchased the wine and was an accurate reflection of the value of the wine it sold. WTSO denies all liability of any kind associated with the claims alleged.

The Court has not decided who is right in this case. Instead, the parties have reached a settlement that provides up to \$10.8 million in Credits towards future purchases of wine on WTSO.com to Class Members who Verify that they purchased wine from WTSO.com.

The Court will hold a hearing at the Courthouse in Camden NJ on ____ to consider whether to approve the settlement.

Purpose of This Notice: The purpose of this notice is to inform you of the lawsuit and settlement so that you may decide to 1. support the settlement and submit an online Verification Form to receive your Credits; 2. object to the settlement; or 3. Exclude yourself from the settlement ("opt-out") and reserve all claims you may have.

Are you in the Class? You are included in this class if you reside (or otherwise live) in the United States and purchased wine from WTSO at any point from March 15, 2010 to November 1, 2016 ("Class Period"). If you are a Class Member, your rights may be affected, even if you take no action.

Settlement Benefits: The Settlement provides a total of up to \$10.8 million in Credits. If you verify that you purchased wine from WTSO by _____, you will receive a Credit of between \$0.20 and \$2.25 for each bottle of wine purchased during the Class Period. The allocation of Credits is more fully described at www.winesettlement.com. You will not receive any Credits for any bottle of wine for which you received a refund. If you receive more than one mailed Notice, it may be because you have used more than one email address in connection with your purchases and as a result, have been assigned more than one Claim Number. You must complete the Verification Form for each Claim Number you have been assigned in order to obtain all of your Credits.

Where to Get Additional Information: A website, www.winesettlement.com, has been established where you can Verify your purchase of wine and review additional information regarding the Settlement and the lawsuit. You can also obtain more information and a Verification Form by calling xxx-xxx-xxxx or writing to the Settlement Claims Administrator at _____. The website describes how to object or exclude yourself from the Settlement. The DEADLINE to object or exclude yourself from the Settlement is _____. The DEADLINE to mail or complete the Verification Form online is _____.

Questions? Call xxx-xxx-xxxx or visit www.winesettlement.com