

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Aliano et al. v. Templeton Rye Spirits, LLC, Case No. 2014-CH-15667 (Cir. Ct. Cook Cnty., Ill.)*

**IF YOU PURCHASED TEMPLETON RYE WHISKEY FROM JANUARY 1, 2006 TO JULY 21, 2015  
PLEASE READ THIS NOTICE CAREFULLY AS YOU MAY BE ENTITLED TO A PAYMENT FROM A  
CLASS ACTION SETTLEMENT.**

**IMPORTANT**

PLEASE READ THIS NOTICE CAREFULLY.

THIS NOTICE RELATES TO THE PENDENCY OF A CLASS ACTION LAWSUIT  
AND IF YOU ARE A SETTLEMENT CLASS MEMBER, CONTAINS  
IMPORTANT INFORMATION ABOUT YOUR RIGHTS TO MAKE A CLAIM UNDER THE SETTLEMENT  
OR TO OBJECT TO THE SETTLEMENT

*(A court authorized this notice. This is not a solicitation from a lawyer.)*

Your legal rights are affected whether or not you act. Please read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM POSTMARKED OR COMPLETED ONLINE BY NOVEMBER 18, 2015</b>	The only way to receive a cash payment.
<b>EXCLUDE YOURSELF FROM THE CLASS BY NOVEMBER 3, 2015</b>	Receive no cash payment. This is the only option that allows you to pursue claims alleged in the Action against the Defendant by filing your own lawsuit at your own expense.
<b>OBJECT BY NOVEMBER 3, 2015</b>	Write to the Court about why you do, or do not, like the Settlement. You must remain in the Settlement Class to comment in support of or in opposition to the Settlement.
<b>ATTEND A HEARING ON DECEMBER 3, 2015</b>	Ask to speak to the Court about the fairness of the Settlement. <i>(The date and time of the final Fairness Hearing is subject to change by Court Order. See Section 10 below.)</i>
<b>DO NOTHING</b>	Receive no cash payment and give up your right to sue. You will, however, receive the benefit of the prospective relief under the Settlement, which will apply to everyone.

- These rights and options, and the deadlines to exercise them, are explained in this Notice.
- The Court overseeing this case still has to decide whether to approve the Settlement. Payments and other Settlement Benefits will be provided if the Court approves the Settlement and after any appeals are resolved.

## 1. What is this Notice and why should I read it?

This notice is to inform you of the settlement of a class action lawsuit in the case captioned *Aliano et al. v. Templeton Rye Spirits, LLC*, Case No. 2014-CH-15667 (Cir. Ct. Cook County, Ill.) (the “Action”), brought on behalf of the Settlement Class, and pending in the Circuit Court of Cook County, Illinois, County Department, Chancery Division. You do not need to live in Illinois to get a benefit under the Settlement, but you must live in the United States or one of its territories. The Court has granted preliminary approval of the Settlement and has set a final fairness hearing to take place on December 3, 2015 at 10:00 AM at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602 to determine if the Settlement is fair, reasonable and adequate, and to consider the request by Class Counsel for attorneys’ fees, expenses, and Incentive Awards for the Class Representatives and Named Plaintiffs. This Notice describes the Settlement. Please read this Notice carefully to determine whether you wish to participate in the Settlement. Your rights and options—**and the deadlines to exercise them**—are explained in this Notice. Your legal rights are affected regardless of whether you act.

## 2. What is a class action lawsuit and what is this lawsuit about?

A class action is a lawsuit in which one or more Plaintiffs—in this case, Plaintiffs Mario Aliano and Due Fratelli, Inc. (collectively, “Plaintiffs”)—sue on behalf of themselves and other people who allegedly have similar claims. Here, Plaintiffs filed a class action complaint against Defendant Templeton Rye Spirits, LLC (“Templeton Rye” or “Defendant”) in the Circuit Court of Cook County, Illinois, on behalf of a proposed class of purchasers of Templeton Rye whiskey, alleging that Defendant engaged in deceptive marketing and charged premium prices by stating that its whiskey was “small batch” and “made in Iowa.”

Although Defendant denies Plaintiffs’ claims of wrongdoing and has demonstrated to them that Templeton Rye is not a “stock whiskey” sourced from a third-party and labeled “Templeton Rye” (as alleged in the lawsuit), the Parties have agreed to settle the lawsuit by entering into a written settlement agreement entitled “Stipulation of Class Action Settlement” (the “Agreement” or “Settlement”). The individuals on whose behalf the Settlement has been made are called “Settlement Class Members.” The individuals who make up the Settlement Class (*i.e.*, the Settlement Class Members) are described in Section 4 below.

The Agreement has already been preliminarily approved by the Court. Nevertheless, because the Settlement of a class action determines the rights of all members of the proposed class, the Court has ordered this notice to be sent to the Settlement Class and is required to hold what’s known as a fairness hearing to determine whether final approval may be granted to the Settlement, before it can take effect.

The Court has conditionally certified the Settlement Class for settlement purposes, so that Settlement Class Members can be given this notice and the opportunity to exclude themselves from the Settlement Class, voice their support or opposition to the Settlement, and explain how those who do not exclude themselves from the Settlement Class may submit a Claim Form to get a payment offered by the Settlement. If the Settlement is not granted final approval by the Court, or the Parties terminate it, the Settlement will be void, and the lawsuit will continue as if there had been no Settlement and no certification of the Settlement Class.

## 3. Why is there a settlement?

The Court has not decided in favor of either side in the case. The Defendant denies all allegations of wrongdoing or liability against it and claims that its conduct was lawful. The Defendant is settling to avoid the expense, inconvenience, and inherent risk and disruption of litigation. Plaintiffs and their attorneys believe that the Settlement is in the best interests of the Settlement Class because it provides an appropriate recovery for Settlement Class Members now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals.

#### 4. Who is included in the Settlement?

The Settlement Class includes all individuals and businesses in the United States who, between January 1, 2006 and July 21, 2015 purchased bottles of Templeton Rye whiskey or purchased alcoholic beverages containing Templeton Rye whiskey.

#### 5. What does the Settlement provide?

**Monetary Relief.** Defendant has agreed to create a Settlement Fund in the amount of \$2,500,000. From this Fund, Defendant has agreed to pay Settlement administration expenses, Class Counsel's attorneys' fees and expenses not to exceed \$750,000, and Incentive Awards to each Class Representative in the amount of \$5,000 and to each Named Plaintiff in the amount of \$2,500. The remaining balance of the Settlement Fund, after paying these agreed upon expenses, will be used to pay valid Class Member claims.

Settlement Class Members can submit claims for any or all of the below options:

*Proof of Purchase.* Settlement Class Members who submit a Claim Form along with proof(s) of purchase shall be entitled to receive a cash payment of \$6.00 for each bottle of Templeton Rye that they purchased, subject to a maximum of six (6) bottles per Class Member. Proof of purchase means any written documentation, such as an itemized sales receipt, credit card statement, or UPC from a Templeton Rye bottle, evidencing the purchase of Templeton Rye.

*Without Proof of Purchase.* Settlement Class Members who submit a Claim Form without proof(s) of purchase shall be entitled to receive a cash payment of \$3.00 for each bottle of Templeton Rye that they purchased, subject to a maximum of six (6) bottles per Class member.

*On Premise Purchase.* Settlement Class Members who submit a Claim Form shall be entitled to receive a cash payment of \$1.00 for each alcoholic beverage containing Templeton Rye that they purchased on premise at a retail establishment (such as a bar or restaurant), subject to a cap of five (5) drinks.

If you are a member of the Settlement Class (as defined in the answer to Question No. 4 above), and you choose to stay in the Settlement Class, you can submit a Claim Form to receive a cash payment. Settlement Class members are limited to one (1) Claim Form per household.

**Process.** To be eligible for a cash payment under the Settlement, a Settlement Class Member must complete and submit a Claim Form with the following information: (i) their full name and physical address, (ii) their phone number, and (iii) the State(s) in which they made their Templeton Rye whiskey purchases.

You can file a claim online by going to [www.TempletonRyeSettlement.com](http://www.TempletonRyeSettlement.com) or download a Claim Form to print and mail from the Settlement Website by going to [www.TempletonRyeSettlement.com](http://www.TempletonRyeSettlement.com) and following the instructions provided there. You can also obtain a Claim Form by writing to the Settlement Administrator at Templeton Rye Settlement, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614 or calling toll-free 1-888-745-2747. Your Claim Form must be postmarked or submitted online by November 18, 2015.

**Prospective Relief.** As part of the Settlement, Defendant agrees to make the following changes in its labeling and marketing of Templeton Rye:

*Label Changes.* Defendant shall (a) modify the front panel of the label for Templeton Rye by removing the phrases "Small Batch" and "Prohibition-Era Recipe"; and (b) modify the back panel of the label for Templeton Rye by disclosing that the product is distilled in the state of Indiana.

*Website and Marketing.* Defendant shall not use the phrases "Small Batch" and "Prohibition-Era Recipe" on

its website or on any marketing materials.

## 6. Who represents the Settlement Class?

**A. Class Representative.** For purposes of the Settlement, the Court has appointed Plaintiffs Mario Aliano and Due Fratelli, Inc. to serve as the Class Representatives.

**B. Settlement Class Counsel.** The Court has approved the appointment of Thomas A. Zimmerman, Jr. of Zimmerman Law Offices, PC and Ari J. Scharg of Edelson PC as Class Counsel. 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.

From the beginning of the case, Class Counsel has not received any payment for their services in prosecuting the case or obtaining the Settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. Defendant has agreed to pay and Class Counsel will request from the Court an award of attorneys' fees and actual expenses (including their court costs) in a total amount not to exceed \$750,000. If the Court approves the application for attorneys' fees, the award will be paid by Defendant. The Settlement Class Members will not have to pay anything toward the fees or expenses of Class Counsel.

## 7. How can I exclude myself from the Settlement Class?

You can get out of the Settlement Class by "excluding" yourself. If you exclude yourself, you won't be able to submit a Claim Form, and you won't be allowed to receive any of the relief offered by the Settlement (other than the prospective relief which applies to everyone). If you exclude yourself from the Settlement Class, you can pursue whatever legal rights you may have in any separate proceeding if you choose to do so, but you will have to do so at your own expense.

To exclude yourself from the Settlement Class, you must send a letter saying that you want to be excluded from the Settlement Class in *Aliano et al. v. Templeton Rye Spirits, LLC*, Case No. 2014-CH-15667. Your Request for Exclusion must include your name and address and be physically signed by you with a statement to the effect that: "I/We hereby request to be excluded from the proposed Settlement Class in *Aliano et al. v. Templeton Rye Spirits, LLC*." **Your Request for Exclusion must be postmarked no later than November 3, 2015, and sent to the Settlement Administrator at the following address:** Templeton Rye Settlement, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614.

A Request for Exclusion that does not include all of the above information, that is sent to an address other than the one listed above, or that is not received on time, will not be valid and the person(s) asking to be excluded will be considered a member of the Settlement Class, and will be bound as a Settlement Class Member.

If you elect to exclude yourself, you will (i) not have any rights as a member of the Settlement Class pursuant to the Agreement, (ii) not be able to receive any Settlement Benefit as provided in the Agreement, (iii) not be bound by any further orders or judgments in this case, and (iv) not be entitled to object to any aspect of the Agreement. If you proceed on an individual basis, you might receive more, or less, of a benefit than you would otherwise receive under the Agreement, or no benefit at all.

## 8. How can I tell the Court what I think about the Settlement?

If you do not exclude yourself from the Settlement Class, you or your attorney can comment in support of or in opposition to the Settlement and have the right to appear before the Court to do so. Your objection to or comment on the Settlement must be submitted in writing by November 3, 2015 and must be sent to the Court and either of the attorneys for the Parties at the addresses below:

**Clerk of the Court:**  
Clerk of the Circuit Court  
Richard J. Daley Center, Room 1001  
50 West Washington Street  
Chicago, Illinois 60602

- and either -

**Settlement Class Counsel:**

Thomas A. Zimmerman, Jr.  
ZIMMERMAN LAW OFFICES, P.C.  
77 West Washington Street, Suite 1220  
Chicago, IL 60602

- or -

**Templeton Rye's Counsel:**

Thomas J. Cunningham  
LOCKE LORD LLP  
111 South Wacker Drive  
Chicago, IL 60606

The objection or comment must be in writing and include the case name *Aliano et al. v. Templeton Rye Spirits, LLC*, Case No. 2014-CH-15667, and: (a) the Settlement Class Member's full name, address, and telephone number; (b) a signed statement under penalty of perjury that the following information is true and correct to the best of the Settlement Class Member's knowledge and belief: the Settlement Class Member purchased either a bottle of Templeton Rye, or a drink containing Templeton Rye on premise at a retail establishment, between January 1, 2006 and July 21, 2015; (c) the specific grounds for the objection; (d) all documents or writings that the Settlement Class Member desires the Court to consider; (e) the name and contact information of any and all attorneys representing, advising, or in any way assisting the Settlement Class Member in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (f) a notice of intention to appear at the Fairness Hearing (if any). The Court will consider all properly filed comments from Settlement Class Members.

If you do not submit a written comment on the Settlement or the application of Class Counsel for Incentive Awards and attorneys' fees and expenses in accordance with the deadline and procedure set forth above, and you are not granted relief by the Court, you will waive your right to be heard at the Fairness Hearing.

If you do not object as described in this notice, and you do not exclude yourself from the Settlement Class, you will be deemed to have consented to the Court's certification of, and jurisdiction over, the Settlement Class, and, if the Settlement is granted final approval, to have released the Released Claims (defined in the Agreement, available at [www.TempletonRyeSettlement.com](http://www.TempletonRyeSettlement.com)).

**9. What is the effect of final approval of the Settlement?**

If the Court grants final approval to the Settlement, the Court will enter a final order and judgment and dismiss the case against the Defendant. Claim Forms and payments under the Settlement will then be processed and distributed. The release by Settlement Class Members will also take effect. All members of the Settlement Class will release, acquit and forever discharge the Defendant and each of the Released Parties from any and all Released Claims (as defined in the Settlement Agreement). Please refer to Section IV of the Settlement Agreement for a full description of the claims and persons that will be released upon final approval of the Settlement.

Whether you consider the Settlement favorable or unfavorable, any and all members of the Settlement Class who do not exclude themselves from the Settlement Class will not be permitted to continue to assert Released Claims in any other litigation against the Defendant or other persons and entities covered by the Release. You can obtain a copy of the Agreement from the Clerk of the Court, online at [www.TempletonRyeSettlement.com](http://www.TempletonRyeSettlement.com), or by writing to the Settlement Administrator at Templeton Rye Settlement, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614. If you do not wish to be a Settlement Class Member, you must exclude yourself from the Settlement Class (see No. 7, above).

**If the Settlement is not approved, the case will proceed as if no settlement had been attempted or reached. There can be no assurance that if the Settlement is not approved and the case resumes, the Settlement Class will recover more than is provided for under the Settlement Agreement, or will recover anything at all.**

**10. When and where will the Court hold a hearing on the fairness of the Settlement?**

A Fairness Hearing has been set for December 3, 2015 at 10:00 AM, before the Honorable Rodolfo Garcia located at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois, 60602 in Courtroom 2601. **At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court.**

**Note:** The date and time of the Fairness Hearing are subject to change by Court Order.

**11. Do I have to come to the Fairness Hearing? May I speak at the hearing?**

You do not need to attend the Fairness Hearing to remain a Settlement Class Member, submit a Claim Form, or comment on the Settlement. You or your own lawyer may attend the hearing if you wish, at your own expense.

If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning the proposed Settlement or the application of Class Counsel for attorneys' fees and expenses by following the instructions in No. 8 above.

**12. How do I receive the Settlement Benefits?**

**If you do not exclude yourself from the Settlement Class, and would like to receive the monetary benefit provided by the Settlement, you must submit a timely and valid Claim Form as set forth in No. 5 above. Claim Forms must be submitted online or by mail postmarked by November 18, 2015. You can submit a Claim Form online at [www.TempletonRyeSettlement.com](http://www.TempletonRyeSettlement.com), or obtain a copy of the Claim Form by downloading it from [www.TempletonRyeSettlement.com](http://www.TempletonRyeSettlement.com) or by writing to the Settlement Administrator at Templeton Rye Settlement, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614 or calling toll-free 1-888-745-2747.**

**13. What happens if I do nothing at all?**

If you do nothing, you will receive no payment under the Settlement, but you will still be part of the Settlement Class and subject to the Release described in Section IV of the Settlement Agreement. This means you will not be permitted to continue to assert Released Claims in any other case against Defendant or other persons and entities covered by the Release. Please refer to Section IV of the Settlement Agreement for a full description of the claims and persons who will be released upon final approval of the Settlement.

**14. Where can I get additional information?**

This notice provides only a summary of the matters relating to the Settlement. For more detailed information, you may wish to review the Settlement Agreement. You can view the Settlement Agreement and get more information at [www.TempletonRyeSettlement.com](http://www.TempletonRyeSettlement.com). You can also get more information by writing to the Settlement Administrator at Templeton Rye Settlement, c/o Dahl Administration, P.O. Box 3614, Minneapolis, MN 55403-0614 or calling toll-free 1-888-745-2747. The Settlement Agreement and all other pleadings and papers filed in the case are available for inspection and copying during regular business hours at the office of the Clerk of the Circuit Court of Cook County,

Illinois, located at the Richard J. Daley Center, Room 1001, 50 West Washington Street, Chicago, Illinois 60602. If you would like additional information, you can also write to Class Counsel at the address listed in No. 8 above.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANT WITH  
QUESTIONS ABOUT THE SETTLEMENT.**