

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

If you are a consumer and purchased any McIlhenny Company Tabasco® brand products in California between September 15, 2011 and March 19, 2018, your rights may be affected by a class action settlement.

Please read this Notice carefully and in its entirety. Your rights, whether you act, or don't act, will be affected by the settlement of this case.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A VALID CLAIM	The only way to receive a cash payment, if you qualify.
DO NOTHING	If you do nothing you will be bound by the Settlement, you may receive no direct compensation, and you will give up the right to sue McIlhenny Company for the claims that this settlement resolves.
EXCLUDE YOURSELF	You reserve your right to take part in another lawsuit against McIlhenny Company about the legal issues in this case.
OBJECT	Write to the Court about why you don't like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

The Court in charge of this case still has to decide whether to approve the Settlement. No claims will be paid until after the Court approves the Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Who is this notice intended for?

You may be a retail consumer who purchased McIlhenny Company Tabasco® brand products that contained “Made in U.S.A.” statement in California between September 15, 2011 and March 19, 2018. You are being provided this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves it, and after objections and appeals are resolved, McIlhenny Company will make the payments described in this notice.

This Notice explains the lawsuit, the settlement, and your legal rights. The Court in charge of the case is the Superior Court of the State of California, County of Orange, and the case is known as *Iraj Dowlatshahi v. McIlhenny Company*, Case No. 30-2017-00911222-CU-NP-CXC. The person who filed this lawsuit is called the Plaintiff, and the company he sued, McIlhenny Company, is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that McIlhenny Company violated California law by making inaccurate representations as to the country of origin of its Tabasco® brand products. Specifically, the lawsuit claims that McIlhenny Company violated California law by describing its products on its packaging, labeling and promotional materials as “Made in the U.S.A.” when portions of its product were allegedly foreign sourced. The Plaintiff claims that in doing so, McIlhenny Company violated California laws that protect consumers: the Unfair Competition Law, California Business & Professions Code §§ 17200 *et seq.*, the False Advertising Law, California Business & Professions Code §§ 17500 *et seq.*, and its Consumers Legal Remedies Act, California Business & Professions Code §§ 1770(a)(2), (4), (5), (7) and (9). McIlhenny Company denies that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Iraj Dowlatshahi), sue on behalf of people who have similar claims. All of these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Honorable Kim G. Dunning, Judge of the California Superior Court, has determined that the case should proceed as a class action, for settlement purposes only.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement in order to avoid the continued expense of litigation. That way, they avoid the uncertainty and cost of a trial and can provide benefits now to Class Members. The Class Representative and the attorneys think the settlement is in the best interests of the people in the Class. To see if you are affected by the settlement, you first have to decide if you are a Class Member.

WHO IS INCLUDED IN THE SETTLEMENT?

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

For purposes of the settlement, the Court has certified a Class of:

All retail consumers who made purchases in California of any McIlhenny Company products, including but not limited to pepper sauces, condiments, jellies and giftware, over a period beginning four years prior to September 15, 2015 up to March 19, 2018. McIlhenny Company products includes but is not limited to products manufactured or sold by McIlhenny as well as products bearing its name that were manufactured for or under license from McIlhenny.

THE SETTLEMENT BENEFITS

6. What does the Settlement Provide?

McIlhenny Company has agreed that Class Members who made purchases between September 15, 2011 and March 19, 2018, who made their purchase or purchases before they viewed or received notice of settlement and who submit a valid Claim Form, will receive benefits as follows. They shall receive a cash payment of \$2.50 without the need to present a receipt, and a cash payment equal to the amount of all purchases of Tabasco® brand products during the period for which the Class Member presents a receipt or receipts.

The payments shall be made out of a settlement fund of \$650,000. Payments out of the settlement fund shall also include the costs of administering the settlement, the cost of notice to the Class, attorney’s fees for counsel representing the Class, costs incurred by counsel representing the Class, an incentive award payable to the Plaintiff in the amount of \$5,000, and other items as set forth in the Settlement Agreement. If the total amount of the approved claims exceeds the amount of the funds available to the class after deducting the costs and other items, then the amount of the payment to each Class Member shall be reduced proportionately. If the total of the approved claims is less than the amount of the funds available to the class after deducting the costs and other items, then the remainder of the relief shall be contributed to a recipient agreed upon by the parties and approved by the Court, Slow Food USA. This organization works to educate consumers on daily food choices, and shall use any available funds in its National School Garden Program, to sponsor the creation of new school gardens in California.

McIlhenny Company has made changes to its packaging, labeling and promotional materials to address the issues raised by this lawsuit. Such changes were the result of this lawsuit.

QUESTIONS? VISIT WWW.MCILHENNYSETTLEMENT.COM

7. What do I have to give up in order to stay in the class?

Unless you exclude yourself, you are staying in the Class. That means that you will receive no direct payments from this settlement, unless you submit a claim. You cannot sue, continue to sue, or be part of any other lawsuit against McIlhenny Company about the source of its Tabasco® brand products between September 15, 2011 and March 19, 2018, under California law. It also means that all of the Court's orders will apply to you and legally bind you.

8. How do I receive the benefits of the settlement?

If you want to receive a cash payment, submit your Claim Form June 18, 2018. No receipt is necessary to submit a Claim Form. You may submit a Claim Form by U.S. Mail or online at www.McIlhennySettlement.com. If the settlement is approved by the Court and if your Claim Form satisfies the requirements, you shall receive a cash payment.

WHAT ABOUT EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue McIlhenny Company on your own about the legal issues in this case, then you must take steps to get out. This is sometimes referred to as "opting out" of the settlement.

9. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Iraj Dowlatshahi v. McIlhenny Company*, Case No. 30-2017-00911222-CU-NP-CXC. Be sure to include your full name, address, telephone number, your signature and information demonstrating that you are a Class Member. You must mail your exclusion request postmarked no later than June 18, 2018 to the Settlement Administrator:

Dowlatshahi v. McIlhenny Settlement Administrator
P.O. Box 404054
Louisville, KY 40233-4054

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) McIlhenny Company in the future.

10. If I do not exclude myself, can I sue McIlhenny Company for the same thing later?

No. Unless you exclude yourself, you give up the right to sue McIlhenny Company for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is June 18, 2018.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court appointed the law firms of Kazerouni Law Group, APC and Hyde & Swigart to represent you and other Class Members in this settlement. The lawyers are called "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.

12. How will the lawyers be paid?

Class Counsel will ask the Court for attorney's fees of up to \$162,500, plus litigation costs, and a payment of \$5,000 to the Class Representative, Iraj Dowlatshahi, to compensate them for prosecuting this case. The fees and expenses that the Court awards shall be paid out of the settlement fund. The fees awarded by the Court shall be divided equally between the two law firms appointed as Class Counsel, with 50% the fees awarded to be apportioned to Kazerouni Law Group, APC and 50% of the fees awarded to be apportioned to Hyde & Swigart, APC. McIlhenny Company has agreed not to oppose these fees and expenses.

13. Who will pay for the costs to administer the settlement?

Payments out of the settlement fund shall also include the costs of administering the settlement and the cost of providing this notice to the class. The total costs for the Settlement Administrator necessary to provide reasonable Notice to the Class and settlement administration will depend on the number of claims filed by the class, however, the total costs to the Settlement Administrator shall not exceed \$179,000.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't like the Settlement, or some part of it.

14. How can I tell the Court if I don't like the Settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to *Iraj Dowlatshahi v. McIlhenny Company*, Case No. 30-2017-00911222-CU-NP-CXC. Be sure to include your name, address, telephone number, your signature, the reasons you object to the settlement, and information demonstrating that you are a Class Member. You must mail the objection to these addresses, postmarked no later than June 18, 2018:

SETTLEMENT ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
<i>Dowlatshahi v. McIlhenny</i> Settlement Administrator P.O. Box 404054 Louisville, KY 40233-4054	Abbas Kazerounian Mona Amini Kazerouni Law Group, APC 245 Fischer Ave., Suite D1 Costa Mesa, CA 92626 and Joshua B. Swigart Hyde & Swigart 2221 Camino Del Rio South, Suite 101 San Diego, CA 92108	Jeffrey B. Margulies Norton Rose Fulbright US LLP 555 South Flower Street, 41st Floor Los Angeles, CA 90071 (213) 892-9200 and Covert J. Geary Jones Walker, LLP 201 St. Charles Avenue, Suite 5100 New Orleans, LA 70170-5100

For more detail, you may refer to the Settlement Agreement found at www.McIlhennySettlement.com.

15. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be a part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You do not have to attend the Hearing. However, you are welcome to attend if you choose to and you may ask to speak, but you don't have to.

16. When and where will the Fairness Hearing take place?

The Court will hold a Final Fairness Hearing at 1:30 p.m. on August 29, 2018, in Department CX104 of the Orange County Superior Court of the State of California, Civil Complex Center located at 751 W. Santa Ana Blvd., Santa Ana, California 92701. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are valid objections, the Court will consider them. Judge Kim G. Dunning will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

17. Do I have to come to the Hearing?

You do not need to come to the Hearing. Class Counsel will answer questions Judge Kim G. Dunning may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

18. May I ask to speak at the Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your Notice of Intention to Appear in *Iraj Dowlatshahi v. McIlhenny Company*, Case No. 30-2017-00911222-CU-NP-CXC. Be sure to include your name, address, telephone number, your signature and information demonstrating that you are a Class Member. Your Notice of Intention to Appear must be postmarked no later than on June 18, 2018, and be sent to the Settlement Administrator, Class Counsel, and Defense Counsel, at the addresses above.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will receive no money, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against McIlhenny Company about the legal issues in this case, ever again.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Class Counsel, or by visiting www.McIlhennySettlement.com.

21. How do I get more information?

All of the documents in the litigation are available for your inspection by looking up the case information on the Orange County Superior Court's website at www.occourts.org under Case Number 30-2017-00911222-CU-NP-CXC.

ANY QUESTIONS YOU HAVE REGARDING THIS NOTICE SHOULD BE MADE TO CLASS COUNSEL IN WRITING. PLEASE DO NOT CONTACT THE COURT WITH SUCH QUESTIONS.

QUESTIONS? VISIT WWW.MCILHENNYSETTLEMENT.COM