

EDELMAN, COMBS, LATTURNER & GOODWIN, LLC

120 SOUTH LASALLE STREET, 18TH FLOOR

CHICAGO IL 60603

PHONE: (312) 739-4200

FAX: (312) 419-0379

WWW.EDCOMBS.COM

PRESS RELEASE – FOR IMMEDIATE RELEASE

National Settlement Reached In Dog Treat Case

CHICAGO, May 30, 2014 – A nationwide class settlement was reached today between a group of consumers and Waggin' Train, LLC and Nestle Purina PetCare Company. If given Court approval, the agreement would resolve disputed claims related to Waggin' Train and Canyon Creek Ranch dog treats made in China.

The settlement creates a settlement fund of \$6,500,000, and establishes procedures that would permit consumers to submit claims for monetary relief. The agreement also requires Nestle Purina to undertake enhanced quality assurance measures and modify certain language on its packaging. Full details on the settlement are described in the written agreement filed with the Court, which is attached to this release.

Neither Waggin' Train, Nestle Purina nor any of the consumers concede that their claims, or defenses, were not valid. All parties entered into the agreement only to bring the litigation to a prompt and certain resolution.

This agreement is subject to the approval of the U.S. District Court for the Northern District of Illinois, and a final fairness hearing to be scheduled by the Court. Consumers will be given notice of the settlement, and the date of the final hearing, after the Court approves the notice plan proposed by the parties.

The cases being settled are *Adkins v. Nestle Purina PetCare Company et al*, No. 12-cv-2871 (N.D. Ill.); *Gandara v. Nestle Purina PetCare Company et al*, No. 13-cv-4159 (N.D. Ill.); and *Matin v. Nestle Purina PetCare Company et al*, No. 13-cv-1512 (N.D. Ill.).

If you have any questions about the settlement of these actions, please contact Thomas Soule at (312) 739-4200, or Phong Tran at (800) 449-4900.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DENNIS ADKINS, <i>et al.</i> , for themselves and others similarly situated,	)	Case No. 12CV2871
)	
Plaintiffs,	)	<u>CLASS ACTION</u>
	)	Judge Robert W. Gettleman
vs.)	
	)	CONSOLIDATED WITH:
NESTLE PURINA PETCARE COMPANY,	)	3:12CV880 (D. Conn.)
<i>et al.</i>,	)	4:12CV4774 (N.D. Cal.)
	)	4:12CV4785 (N.D. Cal.)
Defendants.)	
<hr/>		
FARIS MATIN, for himself and others similarly situated,	)	Case No. 1:13CV01512
)	
Plaintiff,	)	<u>CLASS ACTION</u>
	)	Judge Robert W. Gettleman
vs.)	
)	
NESTLE PURINA PETCARE COMPANY, et)	
al.,)	
Defendants.)	
<hr/>		
ROSALINDA M. GANDARA, for herself and others similarly situated,	)	Case No. 1:13CV4159
)	
Plaintiff,	)	<u>CLASS ACTION</u>
	)	Judge Robert W. Gettleman
vs.)	
)	
NESTLE PURINA PETCARE COMPANY,)	
<i>et al.</i> ,)	
Defendants.)	
<hr/>		

JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, APPROVAL OF PROPOSED FORM OF NOTICE, AND
PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

Plaintiffs and Defendants Nestle Purina PetCare Company and Waggin' Train, LLC (collectively, the "Parties") hereby jointly move the Court for entry of an Order: (1) preliminarily approving the terms of the settlement as set forth in the Stipulation of Class Action Settlement ("Agreement"); (2) conditionally certifying the Class for settlement purposes; (3) approving the form and method for providing notice of the settlement to the Settlement Class; and (4) scheduling a Final Approval Hearing.

This motion is based upon the Agreement and all exhibits attached thereto; the Memorandum of Law in Support of Joint Motion for Preliminary Approval of Class Action Settlement, Approval of Proposed Form of Notice, and Preliminary Certification of Settlement Class; the [Proposed] Preliminary Approval Order, all other pleadings and matters of record, and such additional evidence or argument as may be presented.

Accordingly, the Parties request that the Court enter the Preliminary Approval Order, a copy of which is attached hereto.

Dated: May 30, 2014

Respectfully submitted,

By: s/ E. Desmond Hogan
E. DESMOND HOGAN

Craig A. Hoover
E. Desmond Hogan
Miranda L. Berge
HOGAN LOVELLS US LLP
Columbia Square
555 Thirteenth Street, NW
Washington, District of Columbia 20004
Telephone: (202) 637-5600
Facsimile: (202) 637-5910
craig.hoover@hoganlovells.com
desmond.hogan@hoganlovells.com
miranda.berge@hoganlovells.com

Respectfully submitted,

By: s/ Thomas E. Soule
THOMAS E. SOULE

James O. Lattuner
Thomas E. Soule
Daniel A. Edelman
Cathleen M. Combs
Tara Leigh Goodwin
Catherine Anne Ceko
Edelman Combs Lattuner & Goodwin LLC
120 S. LaSalle Street, Suite 1800
Chicago, Illinois 60603
Telephone: (312) 739-4200
Facsimile: (312) 419-0379
courtecl@edcombs.com

Stephen Novack
Richard G. Douglass
NOVACK AND MACEY LLP
Chicago, Illinois 60606
Telephone: (312) 419-6900
Facsimile: (312) 419-6928
snovack@novackmacey.com
rdouglass@novackmacey.com
Attorneys for Defendants

Bruce E. Newman
Brown Paindiris & Scott LLP
747 Stafford Avenue
Bristol, Connecticut 06010
Telephone: (860) 583-5200
Facsimile: (860) 589-5780
bnewman@bpslawyers.com

**Attorneys for Plaintiffs in *Adkins,*
et al. v. Nestle Purina Petcare Company,
et al., Case No. 1:12-cv-02871**

By: s/ Stuart A. Davidson
STUART A. DAVIDSON

Stuart A. Davidson
Robbins Geller Rudman & Dowd LLP
120 E. Palmetto Park Road, Suite 500
Boca Raton, Florida 33432
Telephone: (561) 750-3000
Facsimile: (561) 750-3364
sdavidson@rgrdlaw.com

Rachel J. Jensen
Phong L. Tran
Robbins Geller Rudman & Dowd LLP
655 West Broadway, Suite 1900
San Diego, California 92101
Telephone: (619) 231-1058
Facsimile: (619) 231-7423
rachelj@rgrdlaw.com
ptran@rgrdlaw.com

**Attorneys for Plaintiff in *Matin v. Nestle*
Purina PetCare Company, et al., Case No.
1:13-cv-01512**

By: s/ James Treglio
JAMES TREGLIO

James Treglio
Robert Craig Clark
The Clark Law Firm
600 B Street, Suite 2130
San Diego, California 92101
Telephone: (619) 239-1321
Facsimile: (619) 239-5888
jtreglio@clarklawyers.com
cclark@clarklawyers.com

Patrick W. Morrissey
Thomas G. Morrissey, Ltd.
10249 S. Western Avenue
Chicago, Illinois 60643
Telephone: (773) 233-7900
patrickmorrissey1920@gmail.com

**Attorneys for Plaintiff in *Gandara v. Nestle
Purina PetCare Company, et al.*, Case No.
1:13-cv-04159**

ECF CERTIFICATION

The filing attorney attests that he has obtained concurrence regarding the filing of this document from the signatories to this document.

Dated: May 30, 2014

By: s/ Thomas E. Soule
THOMAS E. SOULE

CERTIFICATE OF SERVICE

I hereby certify that on May 30, 2014, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the attached Electronic Mail Notice List, and I hereby certify that I caused to be mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the attached Manual Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on May 30, 2014.

s/ Thomas E. Soule
THOMAS E. SOULE

Edelman Combs Lattner & Goodwin LLC
120 S. LaSalle Street, Suite 1800
Chicago, Illinois 60603
Telephone: (312) 739-4200
Facsimile: (312) 419-0379

courtecl@edcombs.com

Mailing Information for a Case 1:12-cv-02871 Adkins v. Nestle Purina Petcare Company et al

Electronic Mail Notice List

The following are those who are currently on the list to receive e-mail notices for this case.

- **Miranda L Berge**
miranda.berge@hoganlovells.com
- **Catherine Anne Ceko**
cceko@edcombs.com
- **Cathleen M. Combs**
ccombs@edcombs.com,courtecl@edcombs.com
- **Richard George Douglass**
rdouglass@novackandmacey.com,ntendy@novackandmacey.com
- **Daniel A. Edelman**
courtecl@edcombs.com,dedelman@edcombs.com
- **Tara Leigh Goodwin**
tgoodwin@edcombs.com,jpendleton@edcombs.com
- **Jeffrey W. Gunn**
jeffrey.gunn@morrisandstella.com
- **Edward Desmond Hogan**
desmond.hogan@hoganlovells.com
- **Craig A. Hoover**
craig.hoover@hoganlovells.com
- **James O. Lattuner**
jlattuner@edcombs.com
- **Bruce Edward Newman**
bnewman@bpslawyers.com
- **Stephen Novack**
sn@novackandmacey.com,kathyz@novackandmacey.com
- **Thomas Everett Soule**
tsoule@edcombs.com,courtecl@edcombs.com
- **Reginald Terrell**
reggiet2@aol.com

Manual Notice List

The following is the list of attorneys who are **not** on the list to receive e-mail notices for this case (who therefore require manual noticing). You may wish to use your mouse to select and copy this list into your word processing program in order to create notices or labels for these recipients.

- (No manual recipients)

STIPULATION OF CLASS ACTION SETTLEMENT

Subject to approval of the United States District Court for the Northern District of Illinois, the Class Representatives,¹ for themselves and on behalf of the Settlement Class, and Nestlé Purina PetCare Company (“Nestlé Purina”) and Waggin’ Train, LLC (“Waggin’ Train”) (collectively, “Nestlé Purina” or “Defendants”) (collectively, “Parties”) hereby enter into this stipulation of class action settlement (“the Agreement”) as follows:

RECITALS

WHEREAS, the U.S. Food and Drug Administration (“FDA”) has issued various advisories warning of a possible association between pet illnesses and deaths and the consumption of certain varieties of jerky dog treat products imported from China;

WHEREAS, the Class Representatives have brought putative class actions, three (3) of which are pending in United States District Court for the Northern District of Illinois before the Honorable Robert W. Gettleman, asserting various claims against Defendants based on the Class Representatives’ purchase and/or their pets’ consumption of the Dog Treat Products, including that Defendants are strictly liable for alleged damages as a result of alleged defects in the dog treats, breach of warranties, negligence, unjust enrichment, violation of consumer protection and unfair competition statutes, violation of the federal RICO Act, and other claims and legal theories;

WHEREAS, “Waggin’ Train” and “Canyon Creek Ranch” brand jerky and other dog treat products were sold in the United States until they were voluntarily withdrawn from the marketplace on January 9, 2013;

WHEREAS, Nestlé Purina has in place an ongoing refund program through which consumers wishing to obtain reimbursement for their purchase of the “Dog Treat Products”

¹ All capitalized terms used herein shall have the meaning set out in Section I.

(defined in Section I.R below) can still seek such a refund and has also provided reimbursement to some consumers for certain purchase, injury, death or screening expenses associated with a pet's consumption of Dog Treat Products;

WHEREAS, the Class Representatives claim they sustained damages and other injuries as a result of Defendants' actions, and seek damages and compensation, including the cost of purchasing the Dog Treat Products, veterinary expenses, expenses related to the death of their pets, statutory damages under consumer protection and unfair competition statutes, noneconomic damages, diagnostic screening, and punitive damages;

WHEREAS, Defendants deny any and all allegations of unlawful or improper conduct, damages, or other injuries;

WHEREAS, in reaching this Agreement, the Parties have engaged in extensive, arms-length negotiations and mediated over the course of nine months under the auspices of the Honorable Morton Denlow (Ret.) of JAMS;

WHEREAS, the Class Representatives and Class Counsel have investigated the facts and law relating to the allegations in their respective complaints and conducted discovery as part of mediation into the claims and defenses alleged in the Actions, including Class Counsels' review of documents and retention of consulting experts;

WHEREAS, the confirmatory discovery the Parties conducted as part of mediation has included the exchange of documents and information regarding, among other things, the number of complaints uncovered by Class Counsel; contacts and/or complaints received by Defendants and the FDA from consumers regarding the Dog Treat Products; the number of Dog Treat Products sold by Defendants during the relevant time period; the amounts of economic damages

allegedly suffered by consumers as a result of their purchases and use of the Dog Treat Products; and the measures taken by Nestlé Purina for quality assurance and control;

WHEREAS, the Parties recognize that the outcome of their claims and defenses in the Actions is uncertain, and that a final resolution through the lawsuits would require several years of protracted adversarial litigation and appeals; substantial risk and expense; the distraction and diversion of the Parties' time and resources; and the expense of any possible future litigation raising similar or duplicative claims;

WHEREAS, the Class Representatives believe that their claims in the Actions have substantial merit;

WHEREAS, after taking into account the risks and uncertainties associated with protracted litigation and appeals, as well as the fair, efficient, and assured method of resolving the claims of the Settlement Class, Plaintiffs' Counsel and the Class Representatives have concluded, after substantial inquiry and investigation of the facts and confirmatory discovery conducted as part of mediation, that the settlement is fair, reasonable, adequate and in the best interests of the Settlement Class;

WHEREAS, Defendants deny any wrongdoing or liability, or that Plaintiffs' claims have merit, but have concluded that they will enter into this Agreement, among other reasons, in order to avoid the further expense, inconvenience, burden, distractions, uncertainty, and risk of litigation and any other present or future litigation arising out of the facts that gave rise to the litigation in the Actions; and

WHEREAS, the Parties acknowledge and agree that the Parties' respective claims in and defenses to the Actions were made in good faith and in accordance with Rule 11 of the Federal Rules of Civil Procedure, and all comparable state and federal laws and rules of professional

responsibility, and the Parties will request that the Court enter a Final Approval Order and Judgment that reflects that the Parties and their respective counsel have conducted themselves in good faith throughout the litigation.

NOW, THEREFORE, without (a) any admission or concession on the part of the Plaintiffs of the lack of merit of the Actions whatsoever, or (b) any admission or concession of liability or wrongdoing or the lack of merit of any defense whatsoever by any of the Defendants, it is hereby stipulated and agreed by the undersigned, on behalf of Plaintiffs and the Settlement Class, and the Defendants, that all Claims be settled, compromised, released, and dismissed on the merits and with prejudice, subject to the Court's approval as required by Rule 23 of the Federal Rules of Civil Procedure on the following terms and conditions:

I. DEFINITIONS

Under this Agreement, the following terms shall have the meanings set forth below:

A. "Actions" means the following class actions: *Adkins, et al. v. Nestle Purina PetCare Company, et al.*, Case No. 1:12-cv-02871 (N.D. Ill.) (consolidated with *Mawaka v. Nestle Purina PetCare Company, et al.*, Case No. 12-cv-880 (D. Conn.); *Ely v. Nestle Purina PetCare Company, et al.*, Case No. 12-cv-4785 (N.D. Cal.); and *Johnson v. Nestle Purina PetCare Company, et al.*, Case No. 12-cv-4774 (N.D. Cal.)); *Matin v. Nestle Purina PetCare Company, et al.*, Case No. 1:13-cv-01512 (N.D. Ill.); and *Gandara v. Nestle Purina PetCare Company, et al.*, Case No. 1:13-cv-04159 (N.D. Ill.).

B. "Agreement" means this Stipulation of Class Action Settlement, inclusive of all exhibits, attachments and addendum hereto.

C. “CAFA Notice” means the notice of this settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act, 28 U.S.C. §1715 and as further described in Section IV.E.5.

D. “Claim” or “Claims” mean all claims, demands, actions, suits, causes of action, allegations of wrongdoing, and liabilities by a Settlement Class Member against a Released Entity in the Actions.

E. “Claims Administrator” means Epiq Systems, Inc., which shall administer claims submitted by Settlement Class Members.

F. “Claims Deadline” shall have the meaning assigned to it in Section VI.E of the Agreement.

G. “Claim Form” means the form to be submitted by Settlement Class Members to the Claims Administrator substantially in the form of Exhibit 8, subject to Court approval, by the Claims Deadline.

H. “Class Counsel” means Rachel L. Jensen and Stuart A. Davidson of Robbins Geller Rudman & Dowd LLP; James O. Latturner and Thomas E. Soule of Edelman Combs Latturner & Goodwin LLC; Bruce E. Newman of Brown, Paindiris & Scott, LLP; and James M. Treglio of The Clark Law Firm, P.C.

I. “Class Member” means a person or entity belonging to the Settlement Class.

J. “Class Notice” means the forms of notice, substantially in the form attached hereto as Exhibits 4, 5, 6 agreed to by the Parties, or such other form as may be approved by the Court, which, *inter alia*, informs the Class Members of: (i) the certification of the Actions for settlement purposes; (ii) the dates and location of the Final Approval Hearing; (iii) the substantive terms of the Agreement; (iv) the process by which Class Members may Opt Out of

the Settlement Class or object to the Agreement; and (v) the process by which Settlement Class Members may claim a share of the Settlement Fund.

K. “Class Representatives” means Dennis Adkins, Maria Higginbotham, Mary Ellis, Dwayne Holley, Kaiya Holley, Deborah Cowan, Barbara Pierpont, Cindi Farkas, Terry Safranek, Elizabeth Mawaka, Robin Pierre, Jill Holbrook, Mary Ellen Deschamps, Tracy Bagatta, Hal Scheer, S. Raymond Parker, Kristina Irving, Kathleen Malone, Jeannie Johnson, Rebel Ely, Rita DeSollar, Faris Matin, Rosalinda Gandara, and Felicita Morales.

L. “Co-Lead Class Counsel” means Rachel L. Jensen and Stuart A. Davidson of Robbins Geller Rudman & Dowd LLP; and James O. Lattuner and Thomas E. Soule of Edelman Combs Lattuner & Goodwin LLC.

M. “Consumer Food Purchase Claims” means claims solely for reimbursement of the costs associated with the purchase of a Dog Treat Product by a Settlement Class Member who has not been reimbursed for such costs to date, including through return or exchange of a Dog Treat Product. Consumer Food Purchase Claims do not include Injury Claims, Deceased Pet Claims, Healthy Screening Claims, or other claims for economic damage.

N. “Court” means the United States District Court for the Northern District of Illinois, where the Actions are pending before the Honorable Robert W. Gettleman.

O. “Deceased Pet Claims” means claims for damages by Settlement Class Members whose pets used or consumed a Dog Treat Product and allegedly died as a result.

P. “Defendants” means Nestlé Purina PetCare Company and Waggin’ Train, LLC.

Q. “Defendants’ Counsel” means Craig A. Hoover, E. Desmond Hogan, and Miranda L. Berge, of Hogan Lovells U.S. LLP.

R. “Dog Treat Products” means any dog treat product imported from China, or dog treat product containing any ingredient imported from China, and sold or distributed under the “Waggin’ Train” and “Canyon Creek Ranch” brand names, including the Dog Treat Products listed in Exhibit 2 to this Agreement.

S. “Effective Date” shall mean either (1) if the Final Approval Order and Judgment is entered and no notice of appeal is filed, the next business day after the last date on which notice of appeal could have been timely filed from the entry of the Final Approval Order and Judgment, or (2) if the Final Approval Order and Judgment is entered and a notice of appeal is filed, the next business day after the Final Approval Order and Judgment is affirmed, all appeals are dismissed, and no further appeal to, or discretionary review in any court, remains.

T. “Escrow Account” means the account controlled by the Escrow Agent.

U. “Escrow Agent” means Robbins Geller Rudman & Dowd LLP or its successor(s).

V. “Final Approval Hearing Date” shall mean the final approval hearing date set by the Court.

W. “Final Approval Order and Judgment” means an order giving final approval to this Agreement, dismissing the Actions in line with its terms, approving the releases found in it, directing performance, and terminating the Actions.

X. “Healthy Screening Claims” means claims for costs incurred by a Settlement Class Member whose pet used or consumed a Dog Treat Product, was tested because of use or consumption of that product, and received a finding that there were no health issues relating to use or consumption of the Dog Treat Product.

Y. “Historic Payments” means those amounts already paid by Defendants in settlement or reimbursement of claims for certain purchase, injury, death or screening expenses

associated with a pet's consumption or use of Dog Treat Products, which Defendants represent to equal approximately \$700,000 as of the date of this Agreement.

Z. "Injury Claims" means claims for damages incurred by Settlement Class Members whose pets used or consumed any Dog Treat Product and were treated for symptoms or injuries related to the use or consumption of that product, but which did not die.

AA. "Notice Date" shall be forty-five (45) days after entry of the Preliminary Approval Order, or on a date of the Court's choosing.

BB. "Notice Plan" refers to the plan for disseminating published and individual Class Notice, as specified in Exhibit 3.

CC. "Objection Date" means the date by which Class Members must file written notice of any objection or opposition to the Agreement or any part or provision thereof with the Court. Notice of such objection shall be served pursuant to Section IV.G of the Agreement.

DD. "Opt Out" means to request exclusion from the Settlement Class.

EE. "Opt-Out Deadline" means the deadline for the submission of Opt-Out requests to the Parties, as required pursuant to Section IV.F.5 of the Agreement.

FF. "Parties" shall mean the Plaintiffs and Defendants in the Actions.

GG. "Person" or "Persons" means all persons and entities, including without limitation, natural persons, firms, corporations, limited liability companies, joint ventures, joint stock companies, unincorporated organizations, agencies, bodies, associations, partnerships, limited liability partnerships, trusts, and their predecessors, successors, administrators, executors, heirs, and assigns.

HH. "Plaintiffs' Counsel" means the following law firms which are counsel for Plaintiffs in the Actions: Robbins Geller Rudman & Dowd LLP; Brown Paindiris & Scott LLP;

Edelman Combs Lattuner & Goodwin LLC; Sydney Jay Hall, Esq.; The Clark Law Firm; The Terrell Law Group; and Thomas G. Morrissey, Ltd.

II. “Preliminary Approval Order” means a Court order, substantially in the same form as Exhibit 1 hereto, preliminarily approving the Agreement, conditionally certifying the Settlement Class, and approving the Class Notice and Notice Plan.

JJ. “Released Claims” is defined in Section V.A below.

KK. “Released Entities” means Defendants and any and all entities and individuals that are alleged to have handled, distributed, purchased for resale and/or redistribution, supplied, manufactured and/or sold or offered for sale any Dog Treat Product, including but not limited to each of the retailers mentioned in any of the pleadings filed in the Actions (Wal-Mart Stores, Inc. dba Sam’s Club; PetSmart, Inc.; Target Corporation; Costco Wholesale Corporation; CVS Caremark Corporation dba Caremark Advanced Technology Pharmacy, LLC and CVS Pharmacy, Inc.; Walgreen Company; Pet Supplies Plus of Connecticut XI, LLC; Rite Aid Corporation; BJ’s Wholesale Club, Inc.; and Stater Bros. Markets, Inc.), as well as their respective insurers, parent companies, subsidiaries, affiliates, and all of their respective franchisees, and the officers, directors, trustees, shareholders, unit holders, partners, governors, managers, employees, agents, assignees, successors and heirs, members, and all individuals and entities subject to potential liability by or through the actions or inactions of any of the foregoing and all individuals or entities who, by or through their actions or inactions potentially subject any of the foregoing to liability any and all of them. The inclusion of any entity that is not a Party to the Agreement in the foregoing list of Released Entities shall not constitute a waiver of any defenses any such entity has as to improper service or lack of personal jurisdiction.

LL. “Releasing Parties” shall include all Settlement Class Members and their respective heirs, executors, agents, legal representatives, professional corporations, partnerships, assigns, and successors, but only to the extent such claims are derived by contract or operation of law from the Claims of Settlement Class Members.

MM. “Settlement Class” means the class to be certified by the Court pursuant to this Agreement of all persons and entities who purchased, used or obtained, or whose pets used or consumed a Dog Treat Product. The Settlement Class does not include Released Entities, as well as any judicial officer presiding over the Actions, or their immediate families.

NN. “Settlement Class Member” is a person or entity fitting the definition of the Settlement Class and who has not validly and timely sought to Opt Out of the Settlement Class pursuant to Section IV.F.

OO. “Settlement Fund” means a non-reversionary fund of \$6,500,000.00 funded by the Defendants as full compensation for all Released Claims, the costs of claims notice and administration, attorneys’ fees, Class Representative awards, costs, Taxes (as set forth in Section VI.D.3), and all expenses associated with this settlement, other than costs and expenses for notice pursuant to CAFA. The Settlement Fund is in addition to the Historic Payments.

II. MONETARY BENEFITS, LIMITATIONS, AND CLAIMS PROCEDURES

Settlement Class Members have the ability to claim 100% of their reasonable economic damages incurred due to the illness or injury of their pets after the consumption of a Dog Treat Product out of the Settlement Fund as described below, so long as all accepted claims do not exceed the Settlement Fund available, in which case the Settlement Fund will be distributed on a *pro rata* basis.

Economic damages supported by documentation and accepted by the Claims Administrator as valid and reasonable shall be paid in full from the Settlement Fund, subject to available funds in the Settlement Fund. In addition, as provided below, the Claims Administrator has authority and discretion to pay Settlement Class Members up to \$300 from the Settlement Fund for claims (or portions thereof) submitted without documentation, provided the Claims Administrator determines that the claims otherwise are valid and reasonable.

Economic damages subject to relief under this Settlement include, but are not limited to, (1) Healthy Screening Claims, (2) Injury Claims, (3) Deceased Pet Claims, and (4) Consumer Food Purchase Claims. Settlement Class Members may submit a claim for economic damages both supported by documentation and unsupported by documentation, and are eligible for payments in both categories for that single claim.

A. Benefits Available In Each Category

1. Injury Claims. A Settlement Class Member having submitted an Injury Claim deemed valid by the Claims Administrator shall receive a full or *pro rata* reimbursement of veterinary bills for all diagnostics (for example, blood testing or complete blood count, urinalysis, ultrasound or x-ray), examinations, procedures, medication, and treatments allegedly stemming from a pet's consumption of a Dog Treat Product, provided that reimbursement is only for the share of the veterinary bill related to such diagnostics and/or treatment, etc., and not for any other or unrelated portion of the veterinary bill.

2. Deceased Pet Claims. A Settlement Class Member having submitted a Deceased Pet Claim deemed valid by the Claims Administrator shall receive: (i) the relief provided in sub-paragraph 1 above, (ii) reimbursement for a necropsy, euthanasia, cremation or burial/Specialty Services, and (iii) either the cost or fair market value of the deceased pet, whichever is higher, subject to the limits set forth above.

3. Consumer Food Purchase Claims: A Settlement Class Member having submitted a Consumer Food Purchase Claim deemed valid by the Claims Administrator shall receive, in addition to all other economic damages, subject to the limits stated above, a full or *pro rata* reimbursement of the actual cost of purchase of Dog Treat Products so long as the Settlement Class Member has not been previously reimbursed for such costs, including through the return or exchange of a Dog Treat Product.

4. Healthy Screening Claims: A Settlement Class Member having submitted a Healthy Screening Claim deemed valid by the Claims Administrator shall receive a full or *pro rata* reimbursement of the actual cost of visit(s) to a veterinarian, and any reasonable or necessary test(s) performed by or upon the recommendation or referral of the veterinarian to screen for illness from the use or consumption of a Dog Treat Product, provided that reimbursement will only be granted for the share of the veterinary bill, costs, tests, or examination that relate to the determination of whether the animal suffered injury from the use or consumption of a Dog Treat Product, and not for any other or unrelated portion of the veterinary bill.

B. Claims Procedures Applicable to All Claims

All Settlement Class Members shall be bound by the claims procedures set forth below.

1. Submission of Claim Form: The Settlement Class Member shall sign and submit to the Claims Administrator a completed Claim Form, in the form of Exhibit 8 hereto, together with all other documentation, if any, set forth below, by regular First Class mail, fax, electronic mail, or via the settlement website.

2. Information Regarding Consumer Food Purchase Claims: The Settlement Class Member will be asked to provide sufficient information about the purchase or use of a Dog

Treat Product to satisfy the Claims Administrator that he/she did in fact purchase or otherwise receive or that his or her pet consumed or used a Dog Treat Product. Acceptable forms of proof include, but are not limited to: (1) receipt; (2) cancelled check; (3) credit card or bank statement; (4) copies of the product labels from the Dog Treat Product(s); and (5) a signed statement under penalty of perjury.

3. Information Regarding Healthy Screening Costs: The Settlement Class Member asserting a Healthy Screening Claim as a documented claim shall provide documentation showing costs incurred for screening the pet for illness after the use or consumption of a Dog Treat Product. Acceptable forms of proof of the amount of veterinary costs incurred include, but are not limited to: (1) veterinarian bill; (2) cancelled check; (3) receipt; (4) credit card or bank statement; and/or (5) statement from the veterinarian, hospital or clinic. The Settlement Class Member asserting an undocumented Healthy Screening Claim is to provide information as requested on the Claim Form which will be considered by the Claims Administrator as set forth in this Agreement.

4. Information Regarding Veterinary Treatment: The Settlement Class Member asserting an Injury Claim as a documented claim shall provide documentation showing treatment of the pet related to the use or consumption of a Dog Treat Product, and the Claims Administrator has the authority and discretion to make a determination of the claim from the documentation submitted. Acceptable forms of documentation of the veterinary treatment incurred include, but are not limited to: (1) veterinary notes; (2) veterinary records; (3) test or laboratory reports; (4) a statement from the veterinarian, hospital or clinic; and/or (5) credit card or bank statement. The Settlement Class Member asserting an undocumented Injury Claim is to

provide information as requested on the Claim Form which will be considered by the Claims Administrator as set forth in this Agreement.

5. Information Regarding Necropsy, Euthanasia, Cremation, and

Burial/Specialty Services: The Settlement Class Member asserting a Deceased Pet Claim as a documented claim and seeking reimbursement for necropsy, euthanasia, burial, cremation or a combination thereof ("Specialty Services") shall provide a copy of the bill, receipt or records for the costs incurred for necropsy, euthanasia, cremation or burial/Specialty Services, if any.

Acceptable forms of proof of necropsy, euthanasia, cremation or burial/Specialty Services costs incurred include, but are not limited to: (1) veterinarian bill; (2) cancelled check; (3) receipt; (4) credit card or bank statement; (5) statement from the veterinarian, hospital or clinic; and/or (6) statement, bill or invoice from a pet cemetery. The Settlement Class Member asserting an undocumented Deceased Pet Claim is to provide information as requested on the Claim Form which will be considered by the Claims Administrator as set forth in this Agreement.

6. Authorization for Claims Administrator to Obtain Information: When

death of an animal, veterinarian's bills or invoices, bills or invoices for testing, medicines or special treatments are claimed, a Settlement Class Member shall, if asked to do so by the Claims Administrator, timely provide authorization for the Claims Administrator to obtain copies of any documents or records directly from a care provider or other source, and when feasible, also shall timely provide true copies of relevant requested records if in his or her possession. At the Claims Administrator's specific request, in the event there is a question as to the value of the animal and breeder records, and AKC records or records of similar organizations could help the Claims Administrator determine the value of a pet, a Settlement Class Member shall also be asked to timely provide authorization for the Claims Administrator to obtain copies of any such

relevant documents. Whether to ask for such documentation is to be in the Claims Administrator's sole discretion.

7. Claim Forms Submitted Without Documentation: To the extent that a Settlement Class Member fails to submit information, documentation and/or authorizations described in sub-paragraphs (1)-(6) above with his or her Claim Form, the Claims Administrator may evaluate the information provided by the Settlement Class Member and make a reasonable and good faith determination of the validity of the claim of the undocumented economic damages reasonably incurred by the Settlement Class Member. If the Claims Administrator determines the Claim is valid, payment to that Settlement Class Member on account of any and all undocumented economic damages shall be limited to a total maximum payment of \$300 per Claim Form submitted; provided, however, that a Settlement Class Member may not recover more than once for the same claim for economic damages. The Settlement Class Member shall be entitled to documented economic damages as specified herein that the Claims Administrator determines were reasonably incurred as a result of use or consumption of a Dog Treat Product, subject to the limitations herein.

8. Verification: The Settlement Class Member shall sign the verification on the Claim Form that states as follows:

I declare under the penalty of perjury that the above information is true and correct to the best of my knowledge. I understand that the above information will be reviewed and will be verified by a representative from the Claims Administrator. I hereby authorize a representative from the Claims Administrator to contact me or my veterinarian, or both, for more information.

C. Notification to Claimants

The Claims Administrator shall notify a Settlement Class Member within forty-five (45) days of receiving the Claim Form and all necessary information, or as soon thereafter as

reasonably practicable, as to whether the Claim will be accepted and paid pursuant to the terms of this Agreement or rejected.

D. Limitations on Certain Types of Payments from the Settlement Fund

There are limitations on amounts available from the Settlement Fund to pay certain types of damages. These limitations are as follows:

1. Healthy Screening Claims: Payments from the Settlement Fund for Healthy Screening Claims shall be limited to an aggregate maximum of \$100,000. To the extent that the total payments to all Settlement Class Members with eligible Healthy Screening Claims is less than the above amount, the balance is to be paid to Injury and Deceased Pet Claims.

2. Consumer Food Purchase Claims: Payments from the Settlement Fund for Consumer Food Purchase Claims shall be limited to an aggregate maximum of \$700,000. To the extent that the total payments to all Settlement Class Members with eligible Consumer Food Purchase Claims is less than the above amount, the balance is to be paid to Injury and Deceased Pet Claims.

3. Claims Without Documentation: As provided above, payment from the Settlement Fund for Claims of economic damages for which there is no documentation accompanying a Claim Form shall be limited to a maximum payment of up to \$300 per claim (or portion of a claim not supported by documentation) submitted by a Settlement Class Member. However, if total claims without documentation exceed the amount available in the Settlement Fund, claims submitted without documentation will be reduced *pro rata* up to 75% before any *pro rata* reduction is made to the claims supported by documentation.

E. Pro Rata Payments from the Settlement Fund

To the extent that any of the amounts available to pay Healthy Screening Claims, Injury Claims, Deceased Pet Claims, Consumer Food Purchase Claims or property damage claims would be exhausted by payment of 100% of the claims made in that category, only after reducing *pro rata* the claims made by Settlement Class Members without supporting documentation, distribution to pet owners will be adjusted and paid on a *pro rata* basis.

F. Balance of Settlement Funds after Payment of Claims

At such time as all valid Claims properly payable pursuant to the provisions of this Agreement are paid in full from the Settlement Fund by the Claims Administrator, if there is any balance remaining in the Settlement Fund after 180 days after the last check is issued, the Claims Administrator shall, if feasible, distribute such balance by way of *pro rata* payments to Settlement Class Members who submitted valid claims and who cashed their checks in an equitable and economical fashion. Thereafter, if any balance remains, the Claims Administrator shall remit that balance in equal amounts to the following charitable or non-profit organizations: UC Davis School of Veterinary Medicine and North Shore Animal League. In no event shall any balance revert to Defendants. No Settlement Class Member shall have any claim of any kind against the Settlement Fund, the Parties or their respective counsel, or the Claims Administrator for distributions of the net Settlement Fund consistent with this paragraph.

III. QUALITY CONTROL, ASSURANCE, AND COMMUNICATION

In addition to the monetary relief to Settlement Class Members specified above, Nestlé Purina and Waggin' Train agree to undertake the following actions for a period of two years following the date of Preliminary Approval of the Agreement by the Court:

- (1) The chicken² used as an ingredient in any Dog Treat Product shall be obtained from a single-source supplier. Waggin' Train and Nestlé Purina will require their single-source supplier to comply with Quality Assurance and Quality Control ("QA/QC") industry leading practices for dog treats, which include controls on the feeding, raising, and processing of the chicken used in the Dog Treat Products that are sufficient to ensure compliance with United States Food and Drug Administration animal feed standards. In particular, as part of these QA/QC practices, Waggin' Train and Nestlé Purina will require their single source supplier to source all of the chicken used in Dog Treat Products by growing them from eggs, controlling their feed and medications given to them, and controlling their processing.
- (2) As part of these industry leading QA/QC practices, Waggin' Train and Nestlé Purina shall be able to trace back all ingredients that go into the manufacture of their Dog Treat Products.
- (3) Waggin' Train and Nestlé Purina personnel will routinely audit and inspect the operations of the single-source supplier of chicken for the Dog Treat Products to ensure that all QA/QC standards are being met. Those audits will include on-site inspections of the single-source supplier operations no less than on an annual basis by employees of Waggin' Train and/or Nestlé Purina. In addition, between annual audits Waggin' Train and/or Nestlé Purina employees shall routinely monitor and periodically visit the chicken supplier's operations. If, through an annual audit or periodic inspection of the supplier, Waggin' Train and Nestlé Purina determine that Dog Treat Products are not in compliance with FDA animal feed standards, it will not distribute such Dog Treat Products for sale in the United States.
- (4) Waggin' Train and Nestlé Purina management will require the manufacturer of the Dog Treat Products to comply with industry leading QA/QC practices and will audit and inspect their manufacturing operations no less than on an annual basis. In addition, between annual audits Waggin' Train and/or Nestlé Purina employees shall routinely monitor and visit the Dog Treat Products manufacturing operations. If, through an annual audit or periodic inspection of the manufacturer, Waggin' Train and Nestlé Purina determine that Dog Treat Products are not in compliance with FDA animal feed standards, such Dog Treat Products will not be distributed for sale in the United States.
- (5) Waggin' Train and Nestlé Purina will test, using FDA-approved testing protocols, prior to releasing for sale each batch of Dog Treat Products for protein, moisture, salmonella, melamine, specific antibiotics (sulfaclozine, tilmicosin, trimethoprim, enrofloxacin, sulfamethoxazole, sulfaquinoxaline), di-ethylene glycol ("DEG"), and enterobacteriaceae ("EB"). In addition, Waggin' Train and Nestlé Purina will

² As of the date of the execution of this Stipulation of Settlement, Waggin' Train and Nestlé Purina are not making and have no plans to re-introduce any Chinese-made poultry dog treat products other than those made with chicken. In the event Waggin' Train or Nestlé Purina begin production of poultry Dog Treat Products other than chicken (e.g., duck) during the period the QA/QC practices agreed to herein are in place, the reasonably similar QA/QC practices shall apply to the new poultry Dog Treat Products for the remaining term of the agreed to QA/QC practices.

- conduct periodic finished product testing of the Dog Treat Products for: heavy metals (*e.g.*, cadmium, lead, mercury, arsenic, chromium), additional melamine and its related compounds, additional antibiotic screens (45+ antibiotics), pesticide screens (190+ pesticides), and authenticity (“DNA”) verification for animal protein and PCB’s. If Waggin’ Train and Nestlé Purina determine that Dog Treat Products fail to comply with their testing standards, such Dog Treat Products will not be distributed for sale in the United States.
- (6) Waggin’ Train and/or Nestlé Purina will provide a clear and conspicuous statement, including by increasing the font size, on all new Dog Treat Products packaging indicating the country of origin (*i.e.*, “Product of China”).
- (7) FAQs related to Waggin’ Train and Canyon Creek Ranch Dog Treat Products will be displayed on the Waggin’ Train and/or Canyon Creek Ranch websites, as applicable. These FAQs will provide information regarding the non-proprietary QA/QC programs related to the Dog Treat Products and will also provide a clear and conspicuous statement on the country of origin on the Dog Treat Products and shall also disclose the dates on which the last annual audits of the single source supplier and the manufacturer were completed. The FAQs will also provide periodic updates on the status of the FDA investigation into chicken jerky treats made in China.

IV. COURT APPROVAL, CLASS NOTICE, OBJECTION PROCEDURES

A. Reasonable Efforts

Class Counsel and Defendants’ Counsel will use their reasonable efforts to (i) recommend and obtain approval of this Agreement by the Court under Federal Rule of Civil Procedure 23; (ii) carry out the terms of this Agreement; (iii) support this Agreement in all public statements; (iv) assist with providing Class Notice as appropriate; and (v) if the settlement is approved, secure the prompt, complete, and final dismissal with prejudice of the Actions against the Released Entities. Class Counsel shall, consistent with their obligations to their clients and the Class, make every reasonable effort to encourage Settlement Class Members to participate in this settlement.

The Parties and Plaintiffs’ Counsel agree that Defendants may communicate with Settlement Class Members regarding the provisions of this Agreement, so long as such communications are not inconsistent with the Class Notice, or other agreed upon

communications concerning the Agreement. The Released Entities may refer Settlement Class Members to the Claims Administrator (and phone numbers and websites maintained by the Claims Administrator). Defendants will not discourage the filing of any claims allowed under this Agreement. Released Entities that have been reimbursing Settlement Class Members may continue to do so if necessary to complete claims, and Released Entities also may encourage those persons to participate in the class settlement that is the subject of this Agreement.

B. Motion for Preliminary Approval

1. As soon as reasonably practicable after the execution of this Agreement, the Parties shall file in the Court a Motion for Preliminary Approval that seeks entry of a proposed Preliminary Approval Order (substantially in the form attached hereto as Exhibit 1) that would, for settlement purposes only:

(a) preliminarily approve this Agreement pursuant to Federal Rule of Civil Procedure 23(e);

(b) conditionally certify a Settlement Class under Federal Rules of Civil Procedure 23(a) and (b)(3) to be comprised of the Settlement Class Members;

(c) appoint the Class Representatives to represent the Settlement Class, and appoint Class Counsel, pursuant to Federal Rule of Civil Procedure 23(g);

(d) approve the proposed Notice Plan, Class Notice and CAFA Notice in the forms substantially similar to Exhibits 3, 4, 5, 6, and 7;

(e) appoint the Claims Administrator;

(f) set the Claims Deadline, Opt-Out Deadline, and Objection Deadlines;

(g) approve the Claim Form in a form substantially similar to Exhibit 8;

(h) set a briefing schedule for final approval; and

(i) set the date and time of the Final Approval Hearing.

C. Stays

1. Suspension of Discovery: Until the Preliminary Approval Order is entered by the Court, including the entry of the stay of discovery in the form contained therein, the Defendants, Releasing Parties, and Plaintiffs' Counsel agree to not pursue discovery, and shall not in any way subsequently argue that another Party has failed to comply with suspended discovery obligations because of the suspension of discovery efforts following the Execution Date.

2. The Defendants shall be allowed to continue executing the sampling plan pursuant to the Court's Order dated September 10, 2013.

3. The Parties shall meet and confer before filing any motion.

4. Stay of Litigation: The Parties will jointly move for a stay of the Actions, except any matters necessary to implement, advance, or further the Agreement.

5. Stay of Local and State Court Actions in the United States: The proposed Preliminary Approval Order filed in the Court shall bar and enjoin all Class Members from commencing or prosecuting any action asserting any Released Claims, and shall stay any actions or proceedings brought by any member of the Settlement Class asserting any Released Claims as of three (3) days after the date the Preliminary Approval Order is entered by the Court. In the event the Final Approval Order and Judgment is not entered or is reversed for any reason, or this Agreement terminates for any reason, the Parties and Released Entities shall not be deemed to

have waived any rights with respect to proceedings in the litigation of such actions that arise during the period of the stay and shall have a full and fair opportunity to present any position in any such proceedings.

D. Certification of Settlement Class

1. Class Definition: For purposes of settlement only, and upon the express terms and conditions set forth in this Agreement, Plaintiffs will seek certification of the Settlement Class pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3).

2. Class Certified for Settlement Purposes Only: Nothing in this Agreement shall be construed as an admission by the Released Entities that the Actions are or any similar case is amenable to class certification for trial purposes or any purposes other than for implementation of the terms of this Agreement. Furthermore, nothing in this Agreement shall prevent Defendants from opposing class certification or seeking de-certification of the certified Settlement Class if the Court does not grant Final Approval of this Agreement, or Final Approval is not upheld on appeal for any reason. The certification of the Settlement Class shall not be treated as the adjudication of any fact or issue for any purpose other than this Agreement and shall not be considered as law of the case, res judicata, or collateral estoppel in any other proceeding, until the Agreement reaches the Effective Date.

E. Notice

1. Form of Class Notice: Subject to approval of the Court, Class Notice shall be made in accordance with the Notice Plan as set forth in Exhibit 3.

2. Dissemination of Notice:

(a) Notice Dates: Subject to approval by the Court, the process for disseminating Class Notice shall commence no later than forty-five (45) days of the entry of the Preliminary Approval Order by the Court (the “Notice Date”).

(b) Notice Plan: Individual-mailed notices, a settlement website, notice on the websites of Plaintiffs’ Counsel, Waggin’ Train, and Canyon Creek Ranch, press releases by Class Counsel, and published notice in print and digital media shall be disseminated in accordance with the Notice Plan attached as Exhibit 3.

3. Cost of Notice: Costs of the Class Notice shall be paid from the Settlement Fund. However, any costs associated with Defendants’ or Plaintiffs’ Counsel’s websites, any postings on those websites related to the settlement, any separate communications or advertisements by any Plaintiff or Plaintiffs’ Counsel, and any press release notice shall be paid by the respective Party.

4. Claims Administrator to Effect Notice: The Claims Administrator shall distribute the Class Notice pursuant to the Notice Plan approved by the Court, and shall certify that notice has been provided by a filing with the Court, within forty-five (45) days of provision of Notice, and such filing shall certify that the Claims Administrator mailed and published the Class Notice pursuant to the approved Notice Plan, certify the dates that Class Notice was mailed out and published by each source, provide a true copy of each Class Notice in each publication, and provide any other information relevant to the publication and mailing of the Class Notice.

5. CAFA Notice: Defendants shall serve notice of this Agreement (via Federal Express) in accordance with the Class Action Fairness Act, 28 U.S.C. §1715, not later

than ten (10) days after the filing of this Agreement with the Court. A proposed form of the CAFA Notice, without the accompanying attachments, is attached hereto as Exhibit 7.

F. Voluntary Exclusion of Settlement Class Members from Settlement Class

1. Opt Out Rights: Settlement Class Members have the right to individually Opt Out from this Agreement and from the Settlement Class by timely submitting a written request to Opt Out. Settlement Class Members who so timely request to Opt Out shall be excluded from this Agreement and from the Settlement Class. Any Settlement Class Member who does not timely submit a request to Opt Out, or does not otherwise comply with the agreed upon Opt Out procedure approved by the Court, shall be bound by the terms of this Agreement and the Final Approval Order and Judgment. Any Settlement Class Member who does not Opt Out of this Agreement shall be deemed to have taken all actions necessary to withdraw and revoke the assignment to any Person of any claim against the Released Entities.

2. Conditions for Opt-Out Requests: Opt-Out requests cannot be submitted on behalf of a group of people by a representative(s). Nor may an Opt-Out request be accepted beyond the 60-day deadline. Any person submitting an invalid or untimely Opt-Out request shall be bound by the terms of this Agreement and the Final Approval Order and Judgment.

3. Revocation of Opt-Out Requests: Any Settlement Class Member who timely submits a request to Opt Out shall have until 7 (seven) days prior to the Final Approval Hearing Date to deliver to Co-Lead Class Counsel and the Claims Administrator a written revocation of such Settlement Class Member's request to Opt Out. Co-Lead Class Counsel shall timely apprise the Court of such revocations.

4. List of Opt-Outs: Within ten (10) days after the Opt-Out Deadline, the Claims Administrator shall furnish Defendants' Counsel and Co-Lead Class Counsel with a

complete list in machine-readable form of all Opt-Out requests submitted by the Opt-Out Deadline and not timely revoked.

5. Deadline to Opt Out from Settlement Class: All Settlement Class Members must submit their Request to Opt Out no later than sixty (60) days after the Notice Date (the “Opt-Out Deadline”).

6. Request to Opt Out: A Settlement Class Member must Opt Out of the Settlement Class by notifying the Claims Administrator in writing postmarked on or before the Opt-Out Deadline of his/her intention to exclude himself/herself from the Settlement Class. The Settlement Class Member seeking to Opt Out must include his/her name, address, telephone, and signature in his/her written request to Opt Out and otherwise comply with the agreed-upon Opt-Out procedure approved by the Court. The initial determination that a request to Opt Out by a Settlement Class Member complies with the Opt Out procedures in this Agreement will be made by the Claims Administrator and is subject to final approval by the Court as part of the Final Approval of the Agreement. The Court may disallow any request for exclusion that fails to comply with the provisions of Preliminary Approval Order or the Opt-Out procedures otherwise approved by the Court.

7. Defendants’ Right to Terminate: Defendants shall have the right (which right must be exercised unanimously) to terminate the settlement set forth in this Agreement if the number of Settlement Class Members who request to Opt Out of the Settlement Class exceeds 250. Defendants shall be entitled to exercise their right to terminate this settlement under this paragraph only if Defendants provide Class Counsel with written notice of their exercise of their option to terminate and file that notice with the Court within fourteen (14)

business days from their receipt from the Claims Administrator of a complete list of all Opt-Out requests submitted by the Opt-Out Deadline and not timely revoked.

G. Procedures for Objecting to the Settlement: Any objection to this Agreement, including any of its terms, must be served on Co-Lead Class Counsel and Defendants' Counsel as specified in Sections VII.M, and filed with the Court, in writing no later than thirty (30) days prior to the Final Approval Hearing Date, as set forth in the Class Notice (the "Objection Date"). In order to object, the Settlement Class Member must include in the objection submitted to Co-Lead Class Counsel and Defendants' Counsel, and filed with the Court: (a) the name, address, telephone number of the person objecting and, if represented by counsel, of his/her counsel; and (b) proof that the person is a Settlement Class Member (such as proof of purchase, proof of injury or death of pet, or sworn declaration under penalty of perjury). An objecting Settlement Class Member must state, in writing, all facts relating to his or her objection, the basis for any such objections, and provide a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel. Any Settlement Class Member who fails to submit and serve timely a written objection and notice of his or her intent to appear at the Final Approval Hearing as detailed in the Notice, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means. Any person or entity filing an objection shall, by doing so, submit himself, herself or itself to the exclusive jurisdiction and venue of the United States District Court for the Northern District of Illinois, and shall agree to be subject to discovery by the Parties with respect to the objection and any prior objections to class action settlements lodged by the objector.

H. Motion for Final Approval Order and Entry of Final Judgment

1. Hearing on Motion for Final Approval: The motion for Final Approval of this Agreement will be set for hearing by the Court as soon as is practical, but the Parties will request that it be set one hundred sixty-five (165) days after entry of the Preliminary Approval Order. The Parties shall seek entry of a “Final Approval Order and Judgment” (in substantially the same form as Exhibit 9 hereto) that, *inter alia*:

(a) With respect to settlement of Released Claims, determines that the Court has and shall retain exclusive jurisdiction over: (i) the Agreement, including its administration, consummation, claim procedures, enforcement, and any other issues or questions that may arise; (ii) the Parties and disputes for purposes of the Agreement; (iii) any applications for attorneys’ fees, expenses, costs, and Class Representative awards related to the Agreement; and (iv) all proceedings related to this Agreement both before and after the Final Approval becomes final and is no longer subject to appeal, and over enforcement of the Final Approval Order and Judgment;

(b) Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act, and other applicable law;

(c) Determines that the Class Notice, as approved by the Preliminary Approval Order, constitutes reasonable and the best practicable notice reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Actions, the terms of the Agreement, the right to object or Opt Out, the right to appear at the hearing on Final Approval, and the claims procedure, and determines that the Class Notice is

adequate and sufficient to all persons entitled to receive such notices, and meets the requirements of due process and other applicable rules or laws;

(d) Determines that there is no just reason for delay and that the Final Approval Order and Judgment shall be final and entered;

(e) Dismisses the Actions with prejudice as to all Settlement Class Members who did not submit a valid Opt-Out request, without prejudice as to all others, and without costs except as provided for in the Final Approval Order and Judgment or other order of the Court;

(f) Directs the distribution of the Settlement Fund no later than ten (10) days after the Effective Date; and

(g) Enters the Release and Injunction described herein in Sections V.A and V.D.

2. Motion to Void the Agreement: In the event that Defendants exercise their right to terminate the settlement on account of the number of Opt-Outs as set forth in Section IV.F.7, or in the event that the Court refuses to enter a Final Approval Order and Judgment substantially in the form set out herein and in accordance with the provisions of this Agreement, this Agreement shall, subject to an agreement by the Parties, be null and void and of no force or effect. In that case, a Party may bring an appropriate motion to void the Agreement, set aside any related orders, including any order certifying a Settlement Class on the basis of the Agreement, and take whatever action they deem fit under the circumstances.

V. RELEASE OF CLAIMS BY CLASS MEMBERS

A. Release

Upon entry of the Final Approval Order and Judgment by the Court, the Releasing Parties forever release and discharge all Released Claims against all Defendants and all Released Entities. For purposes of this Agreement, “Released Claims” are all claims, demands, actions, suits, and/or causes of action arising on or before the Effective Date that have been brought or could have been brought, are currently pending or were pending, or are ever brought in the future, by any Settlement Class Member against any Defendant or Released Entity, in any forum in the United States (including any forum in which a United States Court sits), whether known or unknown, suspected and unsuspected, ripe and contingent, asserted or unasserted, under or pursuant to any statute, regulation, common law or equity, that relate in any way, directly or indirectly, to products, facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters referenced in any claim raised or that could have been raised by any Settlement Class Member in the Actions. For purposes of this Agreement, “Released Claims” do not include any personal injury claims arising from human consumption of the Dog Treat Products, or for any claims for breach of this Agreement, nor any claims, demands, actions, suits, or causes of action that have been brought, could have been brought, or are brought in the future by any Defendant or Released Entity against any other Defendant or Released Entity for indemnity.

B. Covenant Not to Sue

The Releasing Parties and each of them agree and covenant not to sue or prosecute, institute or cooperate in the institution, commencement, filing or prosecution of any suit or proceeding in any forum against any Released Entity, or against any other person or entity who

may claim contribution or indemnity from or against any Released Entity, based upon or related to any Released Claim.

C. Additional Mutual Releases

1. Upon entry of the Final Approval Order and Judgment by the Court, each of the Released Entities shall be deemed to have fully, finally, and forever released, discharged, and extinguished all Plaintiffs, Plaintiffs' Counsel, and all members of the Settlement Class, and their respective present and former parents, subsidiaries, divisions, and affiliates, the present and former partners, employees, officers and directors of each of them, the present and former attorneys, accountants, experts, consultants, insurers, and agents, members, and all individuals and entities subject to potential liability by or through the actions or inactions of any of the foregoing and all individuals or entities who, by or through their actions or inactions potentially subject any of the foregoing to liability any and all of them, each of the foregoing solely in their capacity as such, and the ancestors, spouses, descendants, predecessors, successors, heirs, and assigns of each, from all claims based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Actions or the Released Claims; provided, however, that such release does not include claims for breach of this Agreement, nor does it include all claims, rights or causes of action or liabilities whatsoever related to the enforcement of the Settlement, including, without limitation, any of the terms of this Agreement or orders or judgments issued by the courts in connection with the Settlement.

2. In addition to the Release provided in Section V.A, upon entry of the Final Approval Order and Judgment by the Court, each of the Releasing Entities shall be deemed to have fully, finally, and forever released, discharged, extinguished, Defendants and any entity formerly named as a defendant in the Actions, Defendants' Counsel, their respective present and

former parents, subsidiaries, divisions, and affiliates, the present and former partners, employees, officers and directors of each of them, the present and former attorneys, accountants, experts, consultants, insurers, and agents, members, and all individuals and entities subject to potential liability by or through the actions or inactions of any of the foregoing and all individuals or entities who, by or through their actions or inactions potentially subject any of the foregoing to liability any and all of them, each of the foregoing solely in their capacity as such, and the predecessors, successors, heirs, and assigns of each, from all claims based upon or arising out of the institution, prosecution, assertion, defense, settlement, and/or resolution of the Actions or the Released Claims; provided, however, that such release does not include claims for breach of this Agreement, nor does it include all claims, rights or causes of action or liabilities whatsoever related to the enforcement of the Settlement, including, without limitation, any of the terms of this Agreement or orders or judgments issued by the courts in connection with the Settlement.

D. Injunction

It is an essential element of the Agreement that the Released Entities obtain the fullest possible release from further liability to anyone relating to the Released Claims, and it is the intention of the Parties to this Agreement that the Agreement eliminate all further risk and liability of the Released Entities relating to the Released Claims. Accordingly, the Parties agree that the Court shall include in the Final Approval Order and Judgment an injunction that permanently enjoins the Releasing Parties from:

1. Filing, commencing, prosecuting, continuing, maintaining, intervening in, participating in (as class members or otherwise), voluntarily cooperating with, or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding or order in any jurisdiction based on any or all Released Claims against one or more Released Entities or against

any person or entity who may claim over against any Released Entity for contribution or indemnity;

2. Instituting, continuing, maintaining, organizing class members in, or joining with class members in, intervening in, voluntarily cooperating with, or receiving any benefits from any action or arbitration, including but not limited to, a purported class action, in any jurisdiction, against one or more Released Entities, or against any person or entity who may claim over against any Released Entity for contribution or indemnity, based on, involving, or incorporating, directly or indirectly, any or all Released Claims;

3. Filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), voluntarily cooperating with, or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding, or order in any jurisdiction based on an allegation that an action taken by the Released Entities, which is in compliance with the provisions of the Agreement, violates any legal right of any Settlement Class Member; and

4. Filing, commencing, prosecuting, continuing, maintaining, intervening in, participating in (as class representatives, members or otherwise), voluntarily cooperating with, or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding or order in any jurisdiction based upon or related to any Released Claim against any person or entity who is, has been, could have been, or could be alleged to be a joint-tortfeasor, co-tortfeasor, co-conspirator, or co-obligor with any Released entity based upon or related to any Released Claim.

E. Dismissal With Prejudice

The Releasing Parties shall take all steps necessary to dismiss the Actions with prejudice. It is the Parties' intention that such dismissal shall constitute a final judgment on the merits to

which the principles of *res judicata* shall apply to the fullest extent of the law as to the Released Entities.

F. Notice Related to Section 1542 of the California Civil Code

All Parties to this Agreement specifically acknowledge that they have been informed by their legal counsel of Section 1542 of the California Civil Code, and they expressly waive and relinquish any rights or benefits available to them under this statute. California Civil Code §1542 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.

Notwithstanding Section 1542 of the California Civil Code, or any other statute or rule of law of similar effect, this Agreement shall be given full force and effect according to each and all of its expressed terms and provisions, including those related to any unknown or unsuspected claims, liabilities, demands, or causes of action which are based on, arise from or are in any way connected with, the Actions. All Parties to the Agreement, and each of them, acknowledge that they may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of the releases that, if known or suspected at the time of executing the releases, may have materially affected this settlement. Nevertheless, all Parties to the Agreement waive any right, claim or cause of action that might arise as a result of such different or additional claims or facts. All Parties to the Agreement have been advised specifically by their legal counsel of the effect of this waiver, and they expressly acknowledge that they understand the significance and consequence of this expressed waiver of California Civil Code §1542 or any other statute or rule of law of similar effect.

G. Irreparable Harm

The Parties agree that the Released Entities shall suffer irreparable harm if a Releasing Party takes action inconsistent with Sections V.A, B and D, and in that event, a Released Entity may seek an injunction from the Court as to such action without further showing of irreparable harm.

H. Attorneys' Fees and Costs

If any Releasing Party sues any Released Entity for any of the Released Claims, the sued Released Entity shall, in addition to any and all other remedies, recover his, her or its reasonable costs and attorneys' fees incurred in defending such suit and/or in seeking to enforce the injunctions in this Section and in the Court's Final Approval Order, provided that: (1) the Court determines that the action is brought by a Releasing Party against a Released Entity and asserts Released Claims; (2) the sued Released Entities first give written notice via email or overnight mail (with delivery tracking available), along with a copy of this Settlement Agreement, the Court's signed Final Approval Order and Judgment, and the Long Form Notice, notifying the suing Releasing Party or their counsel that he/she/it is suing for Released Claims, and give the Releasing Party fourteen (14) calendar days from the date of receipt within which to dismiss the Released Claims (the "Cure Period"); and (3) the Cure Period has lapsed. Nothing in this section, however, shall prohibit a Releasing Party from seeking a dismissal and/or moving the Court to enforce the injunctions in its Preliminary Approval Order or Final Approval Orders before the lapse of the Cure Period. In no event will a Released Entity be entitled to an award of attorneys' fees or costs from an unrepresented or pro se Releasing Party by force of and under this Section of the Agreement.

VI. ESTABLISHMENT AND ADMINISTRATION OF THE SETTLEMENT FUND

A. Establishment of the Settlement Fund

Defendants will establish the Settlement Fund of Six Million Five Hundred Thousand Dollars (\$6,500,000.00) in full compensation for all Released Claims, including costs of notice, administration, attorneys' fees, Class Representative awards, Taxes, costs, and expenses, which will accrue interest at the Federal Funds Rate from the date of Execution until the date of payment into the Escrow Account as provided herein. The Settlement Fund is exclusive of the Historic Payments, which are without reversion to any Defendant or Released Entity.

B. Administration of the Settlement Fund

1. Administration by the Claims Administrator: Claims against the Settlement Fund shall be administered by the Claims Administrator, who shall at all times act in good faith and make reasonable efforts to determine whether a Claim is valid and payable from the Settlement Fund in accordance with the provisions in this Agreement before making any payment from the Settlement Fund in satisfaction of that Claim. The Claims Administrator shall have the discretion to review Claims with the objectives of efficiency and effecting substantial justice to the Parties and the Settlement Class Members. The Claims Administrator shall have the right to contact Settlement Class Members to validate Claims. The validity of a Claim will be assessed based on the totality of the Claim. The inability of a Settlement Class Member to provide precise details about their purchase, screening, or treatment will not *per se* invalidate a Claim, but will be assessed with other factors for purposes of validation.

2. Authority of the Claims Administrator to Adjust Claims: Claims submitted by Settlement Class Members for reimbursement of economic damages are subject to a determination by the Claims Administrator that the amounts claimed are reasonable. To make such a determination, the Claims Administrator may use whatever source it deems appropriate

to determine the reasonableness of the expenditures. Although not determinative, depending on the circumstances, the *Veterinary Fee Reference, Eighth Edition*, published by the American Animal Hospital Association, may be of assistance to the Claims Administrator in making a reasonableness determination of certain claimed expenses. Notwithstanding the foregoing, the Claims Administrator has complete and final authority to adjust Claims made as set forth in the immediately preceding paragraph. All decisions of the Claims Administrator shall be final, binding, and not subject to appeal. The costs of administration of the Settlement Fund, including costs associated with Class Notice, will be paid out of the Settlement Fund.

3. Ability of Class Members to Contact the Claims Administrator: The Claims Administrator will have a toll-free telephone number and website that shall be activated within seven (7) days of the Preliminary Approval of the Settlement, the costs of which will be paid out of the Settlement Fund. The Released Entities may refer potential Settlement Class Members to the Claims Administrator, the toll-free number, and the website.

C. Confidentiality: The claims process administered by the Claims Administrator, and Claims Forms and other documentation and information the Claims Administrator receives from claimants, shall not be disclosed by the Claims Administrator to any other Settlement Class Member. The Claims Administrator will provide information to the Court, Class Counsel, and Defendants' Counsel upon request. The Claims Administrator also shall provide such reports and such other information to the Court as it may require. The Parties agree that information provided by Settlement Class Members on Claim Forms shall be kept confidential, except as otherwise provided herein, shall be used only for purposes of administering the Settlement or communicating to Settlement Class Members by Class Counsel, and shall not be used for marketing or any other commercial purposes.

D. Escrow of the Settlement Fund

1. Payment of Settlement Fund: Defendants shall cause the amount of \$6,500,000.00 to be transferred to an account controlled by the Escrow Agent within ten (10) business days after the later of (a) the order granting the motion for preliminary approval, or (b) the receipt by Defendants' Counsel of wire/check payee instructions and a Form W-9 providing the tax identification number for the Escrow Account. These funds, together with any interest and income earned thereon once transferred, shall constitute the Settlement Fund.

2. The Escrow Agent: The Escrow Agent's authority over the Settlement Fund shall be limited to the following:

(a) The Escrow Agent shall invest the Settlement Fund deposited pursuant to paragraph D.1 hereof in instruments backed by the full faith and credit of the United States Government, or fully insured by the United States Government, or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All costs and risks related to the investment of the Settlement Fund in accordance with the guidelines set forth in this paragraph shall be borne by the Settlement Fund.

(b) The Escrow Agent shall not disburse the Settlement Fund, except (i) as provided in the Agreement, including without limitation if the Defendants invoke their right to terminate the Settlement as provided in Section VII.F, (ii) by an order of the Court, or (iii) with the written agreement of Co-Lead Counsel and Defendants' Counsel.

(c) All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Agreement and/or further order(s) of the Court.

(d) Prior to the Effective Date, the Escrow Agent may pay notice and administration costs associated with the administration of the Settlement, including, without limitation: the cost of identifying and locating members of the Settlement Class, mailing Class Notice, publishing Class Notice, assisting with the filing of claims, processing Proof of Claim forms, and paying escrow fees and costs, if any, and the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and processing the submitted claims (“Class Notice and Administration Costs”).

3. Taxes: The Parties agree to treat the Settlement Fund as being at all times a “Qualified Settlement Fund” within the meaning of Treasury Regulation §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this paragraph, including the “relation-back election” (as defined in Treasury Regulation §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(a) For the purpose of §468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. Co-Lead Counsel shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation §1.468B-2(k)). Such returns shall be consistent with paragraph D.3 hereof and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the

Settlement Fund as provided in paragraph D.3(b) hereof.

(b) All: (i) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “Qualified Settlement Fund” for federal or state income tax purposes (“Taxes”); and (ii) expenses and costs incurred in connection with the operation and implementation of paragraph 3 hereof (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in paragraph D.3 hereof) (“Tax Expenses”), shall be paid out of the Settlement Fund; in all events the Released Entities and their counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. The Settlement Fund shall indemnify and hold each of the Released Entities and their counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation §1.468B-2(l)(2)); neither the Released Entities nor their counsel are responsible nor shall they have any liability therefor. The Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to

carry out the provisions of paragraph D.3 hereof.

4. Return of Money from Escrow Account: In the event the Agreement: (a) is not approved; (b) is terminated, canceled, or fails to become effective for any reason, including the reasons set forth in Section VII.F; or (c) is successfully collaterally attacked, the Settlement Fund (including accrued interest) less expenses actually incurred or due and owing for Class Notice and Administration Costs, Taxes or Tax Expenses pursuant to paragraphs D.2 or 3 hereof, shall be refunded to Nestlé Purina within three (3) business days pursuant to written instructions from Defendants' Counsel.

E. Miscellaneous Provisions Related to Administration of the Settlement Fund

1. Disclosure and Treatment of Historic Payments:

(a) Certain Defendants, Released Entities and/or their insurance carriers established claims handling facilities and procedures, which were in place prior to the execution of this Agreement. Through these claims handling facilities and procedures, and through other settlements, certain Settlement Class Members received Historic Payments from certain Defendants or their insurers.

(b) Defendants will provide to the Claims Administrator on a confidential basis the name(s) of each person to whom they provided a Historic Payment and the amount of such Historic Payment. The Claims Administrator will use this information to ensure that no individuals are compensated twice for the same claimed economic damages. Information provided to the Claims Administrator regarding Historic Payments will be maintained in strict confidence by the Claims Administrator and will not be provided to any other Settlement Class Member, Plaintiffs' Counsel, or counsel for any other Defendant or Released Entity. Anything to the contrary in this paragraph notwithstanding, Class Counsel may have access to information

relating to a Historic Payment made to Settlement Class Member who initiates an inquiry to Class Counsel with respect to the processing of the Settlement Class Member's claim. Class Counsel agree that they will not use information received from the Claims Administrator and/or a Settlement Class Member related to a Historic Payment for any purpose other to respond to the inquiry initiated by the Claims Administrator or Settlement Class Member, and that they will keep such information strictly confidential.

(c) If a Settlement Class Member seeks additional amounts above the amount he, she or it was paid in a Historic Payment as a result of this Agreement, the Settlement Class Member must file a Claim Form and shall submit it together with the documentation required, by regular First Class mail, email or via the Settlement website, to the Claims Administrator. The Claims Administrator shall provide a copy to counsel for the Defendant(s) from whom the Settlement Class Member previously received a Historic Payment.

(d) If a Settlement Class Member who has been reimbursed previously by a Defendant, Released Entity and/or its insurance company for expenses associated with a Dog Treat Product submits a Claim Form, then the reimbursement previously received will be deducted from the total reimbursement due to that Settlement Class Member under this Agreement, if any.

2. Accounting: The Claims Administrator shall keep and maintain an account of all expenditures, awards, and records and documents received from, or on behalf of, any Settlement Class Member, provided, however, that information provided to the Claims Administrator that would disclose the identities of parties to Historic Payments and the amounts of Historic Payments on an individual basis shall not be disclosed to any other Settlement Class Member, Plaintiffs' Counsel, or counsel for any other Defendant or Released Entity.

3. Rejection of Claims Due to Conduct of Class Member: The Claims

Administrator may reject, deny or dismiss a Claim based upon fraud, bad faith, or intentional or willful misconduct by a Settlement Class Member who submitted the Claim Form or on whose behalf the Claim Form was submitted.

4. Deadline to Submit Claims: All Claim Forms by Settlement Class

Members must be initially submitted to the Claims Administrator within two-hundred ten (210) days of the Notice Date ("Claims Deadline"). Any claims submitted to the Claims Administrator thereafter shall be forever barred, unless otherwise permitted by the Court. However, the Claims Administrator may, in its discretion, permit a Settlement Class Member who makes a timely Claim to remedy deficiencies in such Settlement Class Member's Claim Form or related documentation. The Claims Administrator shall use its best efforts to distribute the net Settlement Fund to Settlement Class Members within one hundred eighty (180) days of the Effective Date.

5. Investment and Distribution of Settlement Fund: The Parties, Defendants,

Released Entities, and their counsel shall not have any responsibility or liability whatsoever with respect to the investment or distribution of the Settlement Fund. In addition, the Parties, Defendants, Released Entities, and their counsel shall not have any responsibility for or liability whatsoever with respect to the determination, administration, calculation or payment of Claim Forms from the Settlement Fund (except as specifically described in this Agreement) or any losses incurred in connection therewith. Finally, neither the Parties, Defendants, Released Entities, their counsel, nor the Claims Administrator has any responsibility or liability regarding the tax consequences of participating or not participating in the Settlement.

VII. OTHER PROVISIONS

A. No Admission

Nothing herein shall constitute any admission as to any assertion, claim, or allegation made by any party, or as to the scope of liability. Defendants specifically deny any wrongdoing or liability, and this Agreement is entered to resolve all claims amicably and does not imply or suggest in any way fault or wrongdoing. The Parties hereto agree that this Agreement and its Exhibits, and any and all associated negotiations, documents, discussions, shall not be deemed or construed by anyone to be an admission or evidence of any violation of any statute or law, or of any liability or wrongdoing by Defendants or Released Entities, or of the suitability of Plaintiffs' claims for class certification, or of the proper scope of liability under any statute or law, or of the truth of any of the claims or allegations in any of the complaints in the Actions or any other proceedings.

B. Agreement Inadmissible In Subsequent Litigation

In the event that the Settlement contemplated by this Agreement is not approved or does not for any reason go forward, the existence of this Agreement, and any of its terms, shall not be admissible in any subsequent litigation, and no Party will ever attempt to introduce this Agreement and Release into evidence in any other legal matter, whether related to the Actions or not. To the extent that Federal Rules of Evidence 408 and 501 forbid parties from introducing compromises and offers to compromise into evidence in future litigation, the Parties agree not to contest that this Agreement is a compromise or offer to compromise that may not be introduced into evidence in any subsequent litigation.

C. Plaintiffs' Attorneys' Fees and Expenses

1. Application: Plaintiffs, by and through Class Counsel, will apply to the

Court for payment of attorneys' fees in a total amount not to exceed 33% of the Settlement Fund, plus payment of expenses incurred in the course of the litigation, plus interest earned on both amounts from the time the Settlement Fund is deposited into the Escrow Account until it is paid to Plaintiffs' receiving agent.

2. Defendants' Position: Defendants will take no position on any application by Plaintiffs for their attorneys' fees and expenses.

3. Payment from Settlement Fund: Any attorneys' fees and litigation expenses awarded by the Court in connection with Final Approval of this settlement shall be paid out of the Settlement Fund to Plaintiffs' Counsel for distribution at the sole discretion of Co-Lead Class Counsel.

4. Timing of Payment: Any attorneys' fees and expenses awarded by the Court in connection with Final Approval of the Agreement by the Court shall be paid by the Escrow Agent from the Settlement Fund to Robbins Geller Rudman & Dowd LLP, as receiving agent for Plaintiffs out of the Settlement Fund within three (3) business days of the Effective Date.

D. Class Representatives' Service Award: Subject to approval and modification by the Court, the Class Representatives each shall be paid \$5,000.00 in recognition of their time and effort in pursuing the Actions and in fulfilling their obligations and responsibilities as Class Representatives. Such payments shall be made out of the Settlement Fund for services as the Class Representatives, in addition to any amounts due to them as Settlement Class relief, to be paid by the Escrow Agent within ten (10) business days after Effective Date. Court approval of Class Representatives' compensation in an amount less than stated herein shall not negate any other provisions of this Agreement, which shall remain fully effective and enforceable.

E. Press Releases and Other Disclosures

If any Party or counsel for a Party wishes to issue a press release upon execution of this Agreement, or Preliminary Approval or Final Approval of the Settlement contemplated by this Agreement, that Party or counsel shall share a draft of the press release with Class Counsel and Defendants' Counsel with sufficient time for their review and comment prior to its release. This provision does not apply to any disclosures or statements any Party or their counsel may put on their website or otherwise, or may be required to make pursuant to law or regulation (including, without limitation, any legal or regulatory obligation under applicable securities laws to make timely public filing of this Agreement) and nothing in this paragraph shall limit or restrict the right of such Party to make such disclosures or statements as required, provided that such disclosures or statements are not inconsistent with the Class Notice, or other agreed upon communications concerning the Agreement.

F. Right to Rescind the Agreement

Defendants' willingness to settle the Actions on a class-action basis and not to contest the accompanying certification of a Settlement Class is dependent upon achieving finality in the Actions and the desire to avoid the expense of this and other related litigation. Consequently, Defendants have the right to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement by delivering a written notice of termination to Class Counsel if any of the following conditions subsequent occurs:

1. The Parties fail to obtain and maintain Preliminary Approval of the proposed Agreement as drafted by the Parties; or
2. Any material objections to the Agreement are sustained by the Court; or

3. The Court fails to enter a Final Approval Order and Judgment consistent with the provisions in Section IV.H.1; or

4. The settlement is not upheld on appeal; or

5. The number of Opt Outs exceeds 250.

Class Counsel shall have the right, but not the obligation, to terminate the Settlement fifteen (15) calendar days after the failure of Defendants to timely pay the Settlement Fund. The failure of the Court or any appellate court to approve in full the request by Plaintiffs' Counsel for attorneys' fees, costs, and other expenses shall not be grounds for Plaintiffs' Counsel or the Settlement Class to cancel or terminate this Agreement.

If the Agreement is not granted Final Approval by the Court, or it is not upheld on appeal, or it is otherwise terminated for any reason before the Effective Date, the Settlement Class shall be decertified; the Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party or Released Entity and shall not be deemed or construed to be an admission or confession by any Party or Released Entity of any fact, matter, or proposition of law; and all Parties and Released Entities shall stand in the same procedural position as if the Agreement had not been negotiated, made, or filed with the Court, including but not limited to reservation of defenses including improper service and lack of personal jurisdiction.

G. Binding Effect

Once Final Approval is granted by the Court, this Agreement shall be binding upon and inure to the benefit of the Parties, including each Settlement Class Member and their successors and assigns, regardless of whether they submit a Proof of Claim form.

H. Choice of Law

Claims for breach of this Agreement shall be governed by and interpreted according to the substantive law of the State of Illinois without regard to choice of law principles.

I. No Reliance

Each Party represents and warrants to each other Party that, in executing this Settlement Agreement, he, she or it has not relied, and do not rely, on any statements, inducements, promises, representations or warranties made by or on behalf of any other Party or their agents, representatives or attorneys, except only those specifically set forth in writing in this Settlement Agreement.

J. No Assignment

The Releasing Parties hereby represent and warrant that they have never assigned, sold, conveyed, transferred or encumbered any claims or causes of action that they ever had against any of the Released Entities.

K. Entire Agreement; Amendment

1. Entire Agreement

This Agreement, with its Exhibits, constitutes the entire and complete agreement among the Parties and supersedes all prior agreements, documents and understanding of the Parties related to the subject matter of this Agreement. This Agreement shall not be modified in any respect except by writing executed by both Defendants' Counsel and Class Counsel.

2. Amendment

This Agreement may be amended or modified only as provided by a written instrument executed by both Defendants' Counsel and Class Counsel, and approved by the Court.

L. Continuing Jurisdiction and Exclusive Venue

1. Continuing Jurisdiction:

Except as otherwise provided in this Agreement, each of the Parties, including each member of the Settlement Class and Releasing Parties, hereby irrevocably submits to the exclusive jurisdiction and venue of the United States District Court for the Northern District of Illinois for any suit, action, proceeding, case, controversy, or dispute and relating to this Agreement and/or Exhibits hereto and negotiation, performance, or breach of same.

2. Parties Shall Not Contest Jurisdiction

In the event of a case, controversy, or dispute arising out of the negotiation of, approval of, performance of, or breach of this Agreement, and solely for purposes for such suit, action, or proceeding relating to this Agreement, to the fullest extent that they may effectively do so under applicable law, the Parties and Releasing Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the United States District Court for the Northern District of Illinois, or that such Court is in any way an improper venue or an inconvenient forum, solely for purposes for such suit, action, or proceeding relating to this Agreement.

M. Notices

Any notices as to this Agreement shall be sent by First Class mail to counsel for the Parties at the addresses listed below.

Co-Lead Class Counsel Rachel L. Jensen Stuart A. Davidson Phong L. Tran ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway, Suite 1900 San Diego, California 92101	Counsel for Defendants Craig A. Hoover, Esq. E. Desmond Hogan, Esq. Miranda L. Berge, Esq. HOGAN LOVELLS U.S., LLP Columbia Square 555 Thirteenth Street, NW Washington, D.C. 20004-1109
--	--

N. Authority

Each of the undersigned attorneys for Plaintiffs represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement. Each of the undersigned shall use his or her reasonable efforts to effectuate this Agreement.

O. Communication with Customers, Business Contacts, and Members of the Public

Defendants reserve the right to communicate with their customers, business contacts, and members of the public in the ordinary course of business without need to submit the communications to the procedure provided in Section VII.E above.

P. Headings for Convenience Only

The headings in this Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement.

Q. No Party is the Drafter

None of the Parties to this Agreement shall be considered to be the primary drafter of this Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

R. Singular and Plural

Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, and the singular the plural.

S. Computation of Time

In computing any period of time prescribed or allowed by this Agreement, the provisions of Federal Rule of Civil Procedure 6 shall govern.

T. Cooperation

Class Representatives, Class Counsel, and the Defendants agree to move the Court to

enter an order to the effect that should any Person desire any discovery incident to (or which the person contends is necessary to) the approval of this Agreement, the person must first obtain an order from the applicable Court that permits such discovery. In addition, Plaintiffs' Counsel agree to cooperate with Defendants and their counsel in the filing of any motions to enforce the Court's Preliminary Approval Order staying any litigation of Released Claims or to enforce the Court's Final Approval Order enjoining the litigation of the Released Claims as provided in Sections IV.C and V.D.

U. Signatures

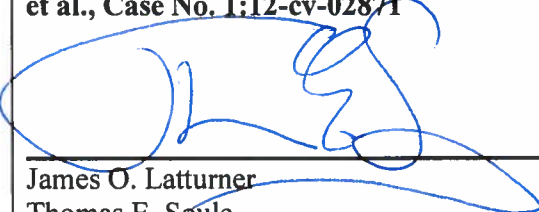
The signatories to this Agreement may execute it in counterparts, each of which shall be deemed an original. Signatures may be provided via facsimile or in portable document format ("PDF").

V. Integration

This Agreement and its exhibits and attachments constitute the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement or its exhibits and attachments other than the representations, warranties, and covenants contained and memorialized in such documents.

Executed and delivered May 28, 2014.

Attorneys for Plaintiffs in *Adkins, et al. v. Nestle Purina Petcare Company, et al.*, Case No. 1:12-cv-02871



James O. Lattuner
Thomas E. Soule
Daniel A. Edelman
Cathleen M. Combs
Tara Leigh Goodwin
Catherine Anne Ceko
Edelman Combs Lattuner & Goodwin LLC
120 S. LaSalle Street, Suite 1800
Chicago, Illinois 60603
Telephone: (312) 739-4200
Facsimile: (312) 419-0379
courtecl@edcombs.com

Bruce E. Newman
Brown Paindiris & Scott LLP
747 Stafford Avenue
Bristol, Connecticut 06010
Telephone: (860) 583-5200
Facsimile: (860) 589-5780
bnewman@bpslawyers.com

Attorneys for Plaintiff in *Matin v. Nestle Purina PetCare Company, et al.*, Case No. 1:13-cv-01512

Rachel J. Jensen
Phong L. Tran
Robbins Geller Rudman & Dowd LLP
655 West Broadway, Suite 1900
San Diego, California 92101
Telephone: (619) 231-1058
Facsimile: (619) 231-7423
rachelj@rgrdlaw.com
ptran@rgrdlaw.com

Stuart A. Davidson
Robbins Geller Rudman & Dowd LLP
120 E. Palmetto Park Road, Suite 500
Boca Raton, Florida 33432
Telephone: (561) 750-3000
Facsimile: (561) 750-3364
sdavidson@rgrdlaw.com

Attorneys for Plaintiffs in *Adkins, et al. v. Nestle Purina Petcare Company, et al.*, Case No. 1:12-cv-02871

James O. Lattuner
Thomas E. Soule
Daniel A. Edelman
Cathleen M. Combs
Tara Leigh Goodwin
Catherine Anne Ceko
Edelman Combs Lattuner & Goodwin LLC
120 S. LaSalle Street, Suite 1800
Chicago, Illinois 60603
Telephone: (312) 739-4200
Facsimile: (312) 419-0379
courtecl@edcombs.com

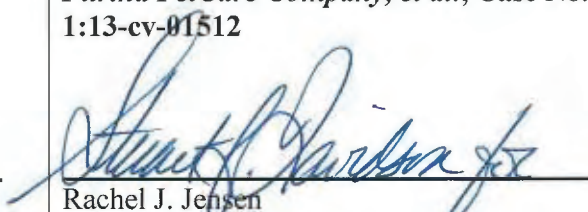


Bruce E. Newman
Brown Paindiris & Scott LLP
747 Stafford Avenue
Bristol, Connecticut 06010
Telephone: (860) 583-5200
Facsimile: (860) 589-5780
bnewman@bpslawyers.com

Attorneys for Plaintiff in *Matin v. Nestle Purina PetCare Company, et al.*, Case No. 1:13-cv-01512

Rachel J. Jensen
Phong L. Tran
Robbins Geller Rudman & Dowd LLP
655 West Broadway, Suite 1900
San Diego, California 92101
Telephone: (619) 231-1058
Facsimile: (619) 231-7423
rachelj@rgrdlaw.com
ptran@rgrdlaw.com

Stuart A. Davidson
Robbins Geller Rudman & Dowd LLP
120 E. Palmetto Park Road, Suite 500
Boca Raton, Florida 33432
Telephone: (561) 750-3000
Facsimile: (561) 750-3364
sdavidson@rgrdlaw.com

Attorneys for Plaintiffs in <i>Adkins, et al. v. Nestle Purina Petcare Company, et al.</i>, Case No. 1:12-cv-02871	Attorneys for Plaintiff in <i>Matin v. Nestle Purina PetCare Company, et al.</i>, Case No. 1:13-cv-01512
<hr/> <p>James O. Latturmer Thomas E. Soule Daniel A. Edelman Cathleen M. Combs Tara Leigh Goodwin Catherine Anne Ceko Edelman Combs Latturmer & Goodwin LLC 120 S. LaSalle Street, Suite 1800 Chicago, Illinois 60603 Telephone: (312) 739-4200 Facsimile: (312) 419-0379 courtecl@edcombs.com</p> <hr/> <p>Bruce E. Newman Brown Paindiris & Scott LLP 747 Stafford Avenue Bristol, Connecticut 06010 Telephone: (860) 583-5200 Facsimile: (860) 589-5780 bnewman@bpslawyers.com</p>	 <hr/> <p>Rachel J. Jensen Phong L. Tran Robbins Geller Rudman & Dowd LLP 655 West Broadway, Suite 1900 San Diego, California 92101 Telephone: (619) 231-1058 Facsimile: (619) 231-7423 rachelj@rgrdlaw.com ptran@rgrdlaw.com</p> <p>Stuart A. Davidson Robbins Geller Rudman & Dowd LLP 120 E. Palmetto Park Road, Suite 500 Boca Raton, Florida 33432 Telephone: (561) 750-3000 Facsimile: (561) 750-3364 sdavidson@rgrdlaw.com</p>

**Attorneys for Plaintiff in *Gandara v. Nestle
Purina PetCare Company, et al.*, Case No.
1:13-cv-04159**

~~James Treglio~~
Robert Craig Clark
The Clark Law Firm
600 B Street, Suite 2130
San Diego, California 92101
Telephone: (619) 239-1321
Facsimile: (619) 239-5888
jtreglio@clarklawyers.com
ccclark@clarklawyers.com

Patrick W. Morrissey
Thomas G. Morrissey, Ltd.
10249 S. Western Avenue
Chicago, Illinois 60643
Telephone: (773) 233-7900
patrickmorrissey1920@gmail.com

Dennis Adkins

Maria Higginbotham

Mary Ellis

Dwayne Holley

Kaiya Holley

Deborah Cowan


<p>Attorneys for Plaintiff in <i>Gandara v. Nestle Purina PetCare Company, et al.</i>, Case No. 1:13-cv-04159</p> <hr/> <p>James Treglio Robert Craig Clark The Clark Law Firm 600 B Street, Suite 2130 San Diego, California 92101 Telephone: (619) 239-1321 Facsimile: (619) 239-5888 jtreglio@clarklawyers.com ccclark@clarklawyers.com</p> <p>Patrick W. Morrissey Thomas G. Morrissey, Ltd. 10249 S. Western Avenue Chicago, Illinois 60643 Telephone: (773) 233-7900 patrickmorrissey1920@gmail.com</p>	
<hr/> <p><i>Dennis Adkins</i> Dennis Adkins</p>	<hr/> <p>Maria Higginbotham</p>
<hr/> <p>Mary Ellis</p>	<hr/> <p>Dwayne Holley</p>
<hr/> <p>Kaiya Holley</p>	<hr/> <p>Deborah Cowan</p>

Attorneys for Plaintiff in *Gandara v. Nestle Purina PetCare Company, et al.*, Case No. 1:13-cv-04159

James Treglio
 Robert Craig Clark
 The Clark Law Firm
 600 B Street, Suite 2130
 San Diego, California 92101
 Telephone: (619) 239-1321
 Facsimile: (619) 239-5888
 jtreglio@clarklawyers.com
 cclark@clarklawyers.com

Patrick W. Morrissey
 Thomas G. Morrissey, Ltd.
 10249 S. Western Avenue
 Chicago, Illinois 60643
 Telephone: (773) 233-7900
 patrickmorrissey1920@gmail.com

Dennis Adkins



Maria Higginbotham

Mary Ellis

Dwayne Holley

Kaiya Holley

Deborah Cowan

**Attorneys for Plaintiff in *Gandara v. Nestle
Purina PetCare Company, et al.*, Case No.
1:13-cv-04159**

James Treglio
Robert Craig Clark
The Clark Law Firm
600 B Street, Suite 2130
San Diego, California 92101
Telephone: (619) 239-1321
Facsimile: (619) 239-5888
jtreglio@clarklawyers.com
cclark@clarklawyers.com

Patrick W. Morrissey
Thomas G. Morrissey, Ltd.
10249 S. Western Avenue
Chicago, Illinois 60643
Telephone: (773) 233-7900
patrickmorrissey1920@gmail.com

Dennis Adkins

Maria Higginbotham

Mary A. Ellis
Mary Ellis

Dwayne Holley


Kaiya Holley

Deborah Cowan

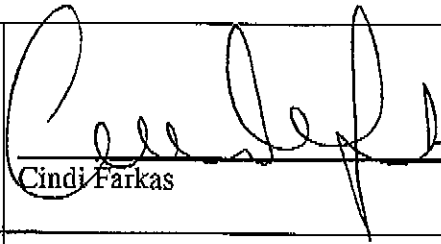
<p>Attorneys for Plaintiff in <i>Gandara v. Nestle Purina PetCare Company, et al.</i>, Case No. 1:13-cv-04159</p> <hr/> <p>James Treglio Robert Craig Clark The Clark Law Firm 600 B Street, Suite 2130 San Diego, California 92101 Telephone: (619) 239-1321 Facsimile: (619) 239-5888 jtreglio@clarklawyers.com cclark@clarklawyers.com</p> <p>Patrick W. Morrissey Thomas G. Morrissey, Ltd. 10249 S. Western Avenue Chicago, Illinois 60643 Telephone: (773) 233-7900 patrickmorrissey1920@gmail.com</p>	
--	--

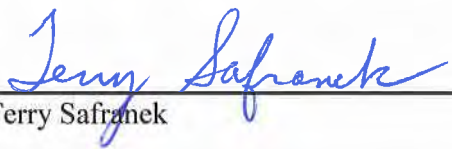
<hr/> <p>Dennis Adkins</p>	<hr/> <p>Maria Higginbotham</p>
<hr/> <p>Mary Ellis</p>	<hr/> <p><i>D. Holley</i> Dwayne Holley</p>
<hr/> <p>DECEASED 6/27/13 Kaiya Holley</p>	<hr/> <p>Deborah Cowan</p>

<p>Attorneys for Plaintiff in <i>Gandara v. Nestle Purina PetCare Company, et al.</i>, Case No. 1:13-cv-04159</p> <hr/> <p>James Treglio Robert Craig Clark The Clark Law Firm 600 B Street, Suite 2130 San Diego, California 92101 Telephone: (619) 239-1321 Facsimile: (619) 239-5888 jtreglio@clarklawyers.com ccclark@clarklawyers.com</p> <p>Patrick W. Morrissey Thomas G. Morrissey, Ltd. 10249 S. Western Avenue Chicago, Illinois 60643 Telephone: (773) 233-7900 patrickmorrissey1920@gmail.com</p>	
---	--


<hr/> <p>Dennis Adkins</p>	<hr/> <p>Maria Higginbotham</p>
<hr/> <p>Mary Ellis</p>	<hr/> <p>Dwayne Holley</p>
<hr/> <p>Kaiya Holley</p>	<hr/> <p> Deborah Cowan</p>

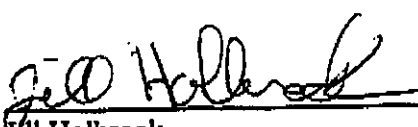
<u>Barbara Perport</u> Barbara Perport	<u>Cindi Farkas</u> Cindi Farkas
<u>Terry Safranek</u> Terry Safranek	<u>Elizabeth Mawaka</u> Elizabeth Mawaka
<u>Robin Pierre</u> Robin Pierre	<u>Jill Holbrook</u> Jill Holbrook
<u>Mary Ellen Deschamps</u> Mary Ellen Deschamps	<u>Tracy Bagatta</u> Tracy Bagatta
<u>Hal Scheer</u> Hal Scheer	<u>S. Raymond Parker</u> S. Raymond Parker
<u>Kristina Irving</u> Kristina Irving	<u>Kathleen Malone</u> Kathleen Malone
<u>Jeannie Johnson</u> Jeannie Johnson	<u>Rebel Ely</u> Rebel Ely

Barbara Pierpont	 Cindi Farkas
Terry Safranek	Elizabeth Mawaka
Robin Pierre	Jill Holbrook
Mary Ellen Deschamps	Tracy Bagatta
Hal Scheer	S. Raymond Parker
Kristina Irving	Kathleen Malone
Jeannie Johnson	Rebel Ely

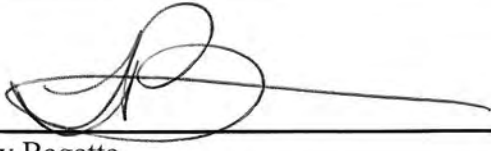
<hr/> Barbara Pierpont	<hr/> Cindi Farkas
 <hr/> Terry Safranek	<hr/> Elizabeth Mawaka
<hr/> Robin Pierre	<hr/> Jill Holbrook
<hr/> Mary Ellen Deschamps	<hr/> Tracy Bagatta
<hr/> Hal Scheer	<hr/> S. Raymond Parker
<hr/> Kristina Irving	<hr/> Kathleen Malone
<hr/> Jeannie Johnson	<hr/> Rebel Ely

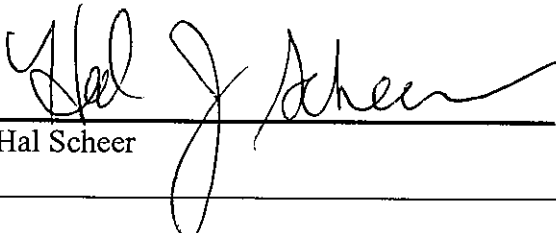
<u>Barbara Pierpont</u>	<u>Cindi Farkas</u>
<u>Terry Safranek</u>	<u><i>Elizabeth Mawaka</i></u> Elizabeth Mawaka
<u>Robin Pierre</u>	<u>Jill Holbrook</u>
<u>Mary Ellen Deschamps</u>	<u>Tracy Bagatta</u>
<u>Hal Scheer</u>	<u>S. Raymond Parker</u>
<u>Kristina Irving</u>	<u>Kathleen Malone</u>
<u>Jeannie Johnson</u>	<u>Rebel Ely</u>

<hr/> Barbara Pierpont	<hr/> Cindi Farkas
<hr/> Terry Safranek	<hr/> Elizabeth Mawaka
 <hr/> Robin Pierre	<hr/> Jill Holbrook
<hr/> Mary Ellen Deschamps	<hr/> Tracy Bagatta
<hr/> Hal Scheer	<hr/> S. Raymond Parker
<hr/> Kristina Irving	<hr/> Kathleen Malone
<hr/> Jeannie Johnson	<hr/> Rebel Ely

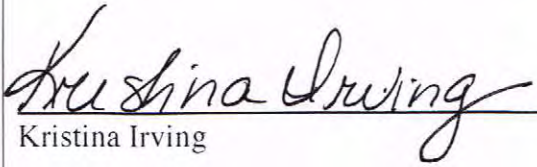
Barbara Pierpont	Cindi Farkas
Terry Safranek	Elizabeth Mawaka
Robin Pierre	 Will Holbrook
Mary Ellen Deschamps	Tracy Bagatta
Hal Scheer	S. Raymond Parker
Kristina Irving	Kathleen Malone
Jeannie Johnson	Rebel Ely

<u>Barbara Pierpont</u>	<u>Cindi Farkas</u>
<u>Terry Safranek</u>	<u>Elizabeth Mawaka</u>
<u>Robin Pierre</u>	<u>Jill Holbrook</u>
<u>Mary Ellen Deschamps</u> Mary Ellen Deschamps	<u>Tracy Bagatta</u>
<u>Hal Scheer</u>	<u>S. Raymond Parker</u>
<u>Kristina Irving</u>	<u>Kathleen Malone</u>
<u>Jeannie Johnson</u>	<u>Rebel Ely</u>

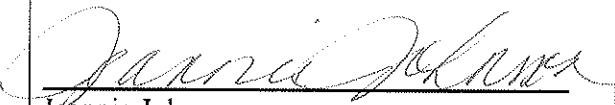
<hr/> Barbara Pierpont	<hr/> Cindi Farkas
<hr/> Terry Safranek	<hr/> Elizabeth Mawaka
<hr/> Robin Pierre	<hr/> Jill Holbrook
<hr/> Mary Ellen Deschamps	 <hr/> Tracy Bagatta
<hr/> Hal Scheer	<hr/> S. Raymond Parker
<hr/> Kristina Irving	<hr/> Kathleen Malone
<hr/> Jeannie Johnson	<hr/> Rebel Ely

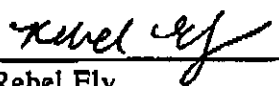
<u>Barbara Pierpont</u>	<u>Cindi Farkas</u>
<u>Terry Safranek</u>	<u>Elizabeth Mawaka</u>
<u>Robin Pierre</u>	<u>Jill Holbrook</u>
<u>Mary Ellen Deschamps</u>	<u>Tracy Bagatta</u>
 <u>Hal Scheer</u>	<u>S. Raymond Parker</u>
<u>Kristina Irving</u>	<u>Kathleen Malone</u>
<u>Jeannie Johnson</u>	<u>Rebel Ely</u>

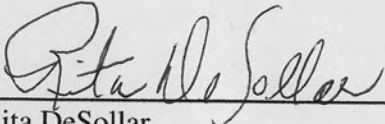
<u>Barbara Pierpont</u>	<u>Cindi Farkas</u>
<u>Terry Safranek</u>	<u>Elizabeth Mawaka</u>
<u>Robin Pierre</u>	<u>Jill Holbrook</u>
<u>Mary Ellen Deschamps</u>	<u>Tracy Bagatta</u>
<u>Hal Scheer</u>	<u><i>S. Raymond Parker</i></u> <u>S. Raymond Parker</u>
<u>Kristina Irving</u>	<u>Kathleen Malone</u>
<u>Jeannie Johnson</u>	<u>Rebel Ely</u>

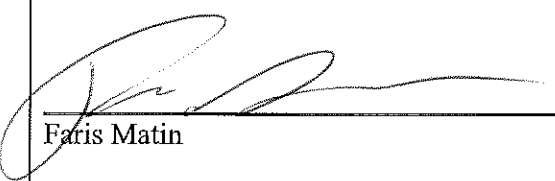
<hr/> Barbara Pierpont	<hr/> Cindi Farkas
<hr/> Terry Safranek	<hr/> Elizabeth Mawaka
<hr/> Robin Pierre	<hr/> Jill Holbrook
<hr/> Mary Ellen Deschamps	<hr/> Tracy Bagatta
<hr/> Hal Scheer	<hr/> S. Raymond Parker
 Kristina Irving	<hr/> Kathleen Malone
<hr/> Jeannie Johnson	<hr/> Rebel Ely

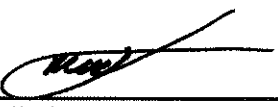
<u>Barbara Pierpont</u>	<u>Cindi Farkas</u>
<u>Terry Safranek</u>	<u>Elizabeth Mawaka</u>
<u>Robin Pierre</u>	<u>Jill Holbrook</u>
<u>Mary Ellen Deschamps</u>	<u>Tracy Bagatta</u>
<u>Hal Scheer</u>	<u>S. Raymond Parker</u>
<u>Kristina Irving</u>	<u><i>Kathleen Malone</i> 5/16/2014</u> <u>Kathleen Malone</u>
<u>Jeannie Johnson</u>	<u>Rebel Ely</u>

<hr/> Barbara Pierpont	<hr/> Cindi Farkas
<hr/> Terry Safranek	<hr/> Elizabeth Mawaka
<hr/> Robin Pierre	<hr/> Jill Holbrook
<hr/> Mary Ellen Deschamps	<hr/> Tracy Bagatta
<hr/> Hal Scheer	<hr/> S. Raymond Parker
<hr/> Kristina Irving	<hr/> Kathleen Malone
 <hr/> Jeannie Johnson	<hr/> Rebel Ely

Barbara Pierpont	Cindi Farkas
Terry Safranek	Elizabeth Mawaka
Robin Pierre	Jill Holbrook
Mary Ellen Deschamps	Tracy Bagatta
Hal Scheer	S. Raymond Parker
Kristina Irving	Kathleen Malone
Jeannie Johnson	Rebel Ely 

 _____ Rita DeSollar	_____ Faris Matin
_____ Rosalinda Gandara	
_____ Felicita Morales	

<hr/> Rita DeSollar	 <hr/> Faris Matin
<hr/> Rosalinda Gandara	
<hr/> Felicita Morales	

<hr/> Rita DeSollar	<hr/> Faris Matin
 <hr/> Rosalinda Gandara	
<hr/> Felicita Morales	

<hr/> Rita DeSollar	<hr/> Faris Matin
<hr/> Rosalinda Gandara	
<i>Felicita Morales</i> <hr/> Felicita Morales	



Nestlé Purina PetCare Company	Waggin' Train, LLC
X By 	X By 
Name <u>William J. Cooper</u>	Name <u>Nina Leigh Krueger</u>
Title <u>Vice President, Manufacturing</u>	Title <u>President, Waggin Train LLC</u>
Date <u>May 28, 2014</u>	Date <u>May 28, 2014</u>

EXHIBIT 1: [PROPOSED] PRELIMINARY APPROVAL ORDER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

_____	)	Judge Robert W. Gettleman
Dennis Adkins, et al.)	
	)	Case No. 12-cv-2871
Plaintiffs,)	
v.	)	CONSOLIDATED WITH:
	)	Case No. 12-cv-880 (D. Conn)
Nestle Purina PetCare Company, et al.,	)	Case No. 12-cv-4785 (N.D. Cal.)
	)	Case No. 12-cv-4774 (N.D. Cal.)
Defendants.)	
_____)	
)	
Faris Matin, et al.	)	Case No. 13-cv-1512
)	
Plaintiffs,)	
v.)	
)	
Nestle Purina PetCare Company, et al.,)	
)	
Defendants.)	
_____)	
)	
Rosalinda Gandara, et al.	)	Case No. 13-cv-4159
)	
Plaintiffs,)	
v.)	
)	
Nestle Purina PetCare Company, et al.,)	
)	
Defendants.)	
_____)	

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT, APPROVAL OF PROPOSED FORM OF NOTICE,
AND PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

WHEREAS, Plaintiffs Dennis Adkins, Maria Higginbotham, Mary Ellis, Dwayne Holley, Kaiya Holley, Deborah Cowan, Barbara Pierpont, Cindi Farkas, Terry Safranek, Elizabeth Mawaka, Robin Pierre, Jill Holbrook, Mary Ellen Deschamps, Tracy Bagatta, Hal Scheer, S. Raymond Parker, Kristina Irving, Kathleen Malone, Jeannie Johnson, Rebel Ely, Rita DeSollar,

Faris Matin, Rosalinda Gandara, and Felicita Morales (collectively, “Plaintiffs”), and Defendants Nestle Purina PetCare Company (“Nestle Purina”) and Waggin’ Train, LLC (“Waggin’ Train”) (collectively, “Defendants,” and with Plaintiffs, the “Parties”) in the above-captioned litigation (the “Actions”), having applied pursuant to Federal Rule of Civil Procedure 23(e) for an Order preliminarily approving the proposed settlement of the Actions in accordance with the Stipulation of Class Action Settlement (“the Agreement”) entered into on May 28, 2014, which, together with the Exhibits annexed thereto, set forth the terms and conditions for a proposed settlement of the Actions between the Parties and for dismissal of the Actions upon the terms and conditions provided in the Agreement;

WHEREAS, the Agreement contemplates certification by this Court of a Class solely for settlement purposes; and

WHEREAS, the Court having considered the Agreement and all Exhibits thereto.

NOW, THEREFORE, this ____ day of _____ 2014, upon application of the parties,

IT IS HEREBY ORDERED that:

Preliminary Approval and Certification of the Settlement Class

1. This Order incorporates herein, and makes a part hereof, the Agreement, its definitions, and its Exhibits thereto. Unless otherwise provided herein, the terms defined in the Agreement shall have the same meanings herein.

2. The Court does hereby preliminarily approve the Agreement and the Settlement set forth therein, subject to further consideration at the Final Approval Hearing described below.

3. The Court preliminarily finds that the proposed Settlement Class meets all of the applicable requirements under Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure.

This Court hereby certifies the following Class for settlement purposes only:

All persons and entities who purchased, used or obtained, or whose pets used or consumed a Dog Treat Product. The Settlement Class does not include Released Entities,

as well as any judicial officer presiding over the Actions, or their immediate families. The Settlement Class also will exclude those Settlement Class Members who have properly opted out of the Settlement Class.

4. The Class Representatives, as set forth in Agreement, Section I.K, are conditionally appointed as representatives of the Settlement Class, and Robbins Geller Rudman & Dowd LLP (“Robbins Geller”) and Edelman Combs Lattner & Goodwin LLC (“Edelman Combs”) are conditionally appointed as Co-Lead Class Counsel.

5. Entry of this Order is without prejudice to the rights of: (a) Defendants to oppose certification in the Actions, and seek decertification or modification of the Settlement Class as certified, should the settlement not be approved or implemented for any reason; or (b) the Parties to terminate the Agreement as provided in the Agreement.

Final Approval Hearing; Right to Appear and Object

6. A hearing on final settlement approval (the “Final Approval Hearing”) will be held on _____, 2014 at ____ (not less than 165 days after entry of the Preliminary Approval Order) before the Honorable Robert W. Gettleman, United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Courtroom 1703, Chicago, IL 60604, to consider, *inter alia*, the following:

- (a) whether the preliminary certification of the Settlement Class defined herein should be made final;
- (b) whether the Agreement and the terms and conditions of settlement are fair, reasonable, adequate, and in the best interests of the Settlement Class;
- (c) whether the proposed Notice Plan, as approved herein below, constitutes reasonable and the best practicable notice reasonably under the circumstances;

(d) whether this Court should enter an Order and Final Judgment dismissing with prejudice the Actions, pursuant to the Agreement;

(e) whether the Court should permanently enjoin the assertion of any Released Claims against any of the Released Entities by Members of the Settlement Class or any other Releasing Parties;

(f) whether any application for attorneys' fees, expenses, costs, and Class Representative awards should be granted;

(g) any objections to the Agreement that may be submitted by Settlement Class Members; and

(h) any other matters as the Court may deem appropriate.

7. Plaintiffs' Counsel shall file with the Court: (i) any memoranda or other materials in support of final approval of the Settlement; and (ii) any application for an award of attorneys' fees and expenses no later than forty-five (45) days before the Final Approval Hearing, and any reply brief in support thereof, no later than fourteen (14) days prior to the Final Approval Hearing.

8. Any Member of the Settlement Class that has not properly filed a request to Opt Out in the manner set forth below may appear at the Final Approval Hearing in person or by counsel and may be heard, to the extent allowed by the Court, either in support of or in opposition to the fairness, reasonableness and adequacy of the Settlement, the dismissal with prejudice of the Actions, the entry of final judgment, and/or an application for attorneys' fees or expenses; provided, however, that no person shall be heard in opposition to the Agreement, dismissal and/or entry of final judgment or an application for attorneys' fees or expenses, and no papers or briefs submitted by or on behalf of any such person shall be accepted or considered by the Court, unless submitted to the Court and served upon Co-Lead Class Counsel and Defendants' Counsel in

accordance with Section IV.G of the Agreement and as set forth in paragraph 9 below. Such person must (a) file with the Clerk of the Court a notice of such person's intention to appear as well as a statement that indicates the basis for such person's opposition and any documentation in support of such opposition, and (b) serve copies of such notice, statement, and documentation, as well as any other papers or briefs that such person files with the Court, either in person or by mail, upon Co-Lead Class Counsel and Defendants' Counsel on or before _____ **[Objection Date – 30 days before Final Approval Hearing]**. Persons who fail to object in the manner and by the dates provided herein shall be deemed to have waived and shall forever be foreclosed from raising any such objections.

9. Pursuant to Section VII.M of the Agreement, counsel for the Parties entitled to service of documentation described above are as follows:

Co-Lead Class Counsel

Rachel L. Jensen
Stuart A. Davidson
Phong L. Tran
ROBBINS GELLER RUDMAN & DOWD LLP
655 West Broadway, Suite 1900
San Diego, California 92101

Defendants' Counsel

Craig A. Hoover
E. Desmond Hogan
Miranda L. Berge
HOGAN LOVELLS US LLP
555 Thirteenth Street, NW
Washington, DC 20004

10. The date and time of the Final Approval Hearing shall be set forth in the Notice, but shall be subject to adjournment by the Court without further notice to the Members of the Settlement Class other than that which may be posted at the Court, on the Court's website, and/or the settlement website.

11. The Court reserves the right to approve the Settlement at or after the Final Approval Hearing with such modification(s) as may be consented to by the Parties to the Agreement and without further notice to the Settlement Class and Defendants.

Form and Timing of Notice

12. Within forty-five (45) days after the date of this Order (“Notice Date”), class notice as described in the proposed Notice Plan provided in Exhibit 3 to the Agreement and proposed Notices in Exhibits 4, 5, and 6, individual and published class shall commence and be as follows:

(a) Individual Notice

(i) Individual notice shall be made by the Claims Administrator of all putative Settlement Class Members that can be identified by reasonable effort through review before Preliminary Approval of records of Defendants Nestle Purina and Waggin’ Train and Class Counsel. Defendants and Class Counsel, shall within twenty (20) calendar days of entry of the Preliminary Approval Order, provide to the Claims Administrator lists in computer readable format, of the applicable names and mailing addresses, for individual putative Settlement Class Members within Defendants’ and Class Counsel’s possession. Such information shall be provided to and maintained by the Claims Administrator on a confidential basis and shall not be shared with any other Party.

(ii) Individual notice shall be by email where Defendants or Class Counsel actually possess the email address of a putative Settlement Class Member. The Claims Administrator shall provide notice by way of postcard substantially in the form of Exhibit 4 to any putative class member for whom Defendants or Class Counsel do not possess an email address or for any putative Settlement Class Member whose email notification is returned as undeliverable.

(iii) After the mailing has been completed, the Claims Administrator shall each certify to the Court the number of putative Settlement Class Members to whom individual notice was provided, the manner in which it was provided, and the pertinent information regarding changes of address and reissuance of notices.

(b) Published Notice

(i) The Claims Administrator shall cause the Short Form Notice substantially in the form of Exhibit 5 to be published in two consecutive editions of *People Magazine* and an edition of *Sports Illustrated*.

(ii) Prominent internet banner notices will be displayed on a variety of websites purchased on the *Conversant* ad network which represents over 9,600 digital properties across all major content categories. Banners will also be placed on websites such as *Facebook*, *MSN* and *Yahoo!* It is estimated that the banners ads will result in hundreds of millions of impressions (unique instances in which the banner ad is displayed for view).

(iii) Mobile banners will be purchased through *Greystripe*, a mobile network serving digital banners across over 9,500 properties within multiple categories including Auto, Lifestyle, Entertainment, Technology, Health, Finance and more. It is estimated that the mobile banners ads will result in over ten million impressions.

(iv) A link to the settlement website established by the Claims Administrator shall also appear on the websites of Class Counsel and of Defendant Waggin' Train no later than the Notice Date through the Effective Date of the Settlement, as defined in the Agreement. The Long Form Notice substantially in the Form of Exhibit 6 shall be available on the settlement website and provided to any Settlement Class Member who requests a copy. Sponsored search ads will be bought across the three most highly-visited Internet search engines

in the United States: Google, Yahoo!, and Bing, so that consumers searching for more information about the settlement are specifically directed to the link to the settlement website.

(v) The Publication Notice will also be provided to the American Veterinary Association which shall have the option of distributing the Publication Notice to its veterinarian members.

(c) The costs of preparing, printing, publishing, mailing, and otherwise disseminating the notice shall be paid in accordance with the applicable provisions of the Agreement.

13. The Court finds that the forms and manner of notice as set forth in paragraph 12 and approved herein meet the requirements of due process under Fed. R. Civ. P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional due process requirements of notice. The Court approves the Notice Plan in all respects and Orders that notice be given in substantial conformity therewith.

14. The Court appoints Epiq Systems, Inc. ("Epiq"), as the Claims Administrator. Responsibilities of the Claims Administrator include the following: (a) disseminating notice to the Settlement Class; (b) certifying to the Court that notice was published; (c) certifying the dates that notices to the Settlement Class were actually published by each newspaper, periodical, or other sources, provide a true copy of each notice in each publication, and provide any other information relevant to the publication and mailing of the notice; (d) establishing a website for purposes of posting the notice, Settlement Agreement, and related documents; (e) accepting and maintaining documents sent from Settlement Class Members, including claim forms, requests to Opt Out, and other documents relating to claims administration; (f) administering claims for the payments from the Settlement Fund to Settlement Class Members, in accordance with the terms of the

Settlement Agreement; and (g) all other responsibilities designated to the Claims Administrator in the Agreement.

Ability of Settlement Class Members to Opt Out of Settlement Agreement

15. Any Member of the Settlement Class who wishes to be excluded from the Settlement Class shall mail a written request to Opt Out to the Claims Administrator, to be received sixty (60) days after the Notice Date (the “Opt-Out Deadline”), and shall clearly state the following: the name, address, telephone number, and signature of the individual or entity that wishes to be excluded from the Settlement Class.

16. Settlement Class Members who submit valid, timely, and complete requests to Opt Out shall not be bound by the Settlement Agreement or the Final Order and Judgment.

17. The initial determination that each request to Opt Out by a Settlement Class Member complies with the Opt Out procedures in the Agreement will be made by the Claims Administrator and is subject to final approval by the Court, as part of the Final Approval of the Agreement. The Court may disallow any request for exclusion that fails to comply with the provisions of this Preliminary Approval Order or the Opt Out procedures otherwise approved by the Court.

18. Any Member of the Settlement Class who does not timely mail a valid request to Opt Out as set forth in paragraph 15 above shall be automatically included in the Settlement Class, and if the Settlement is approved, shall be bound by all the terms and provisions of the Agreement, including but not limited to the releases, waivers, and covenants not to sue described therein, whether or not such Member of the Settlement Class shall have objected to the Settlement and whether or not such Member of the Settlement Class makes a claim upon or participates in the Settlement Fund.

Submission of Claims

19. Settlement Class Members who wish to receive reimbursement under the Agreement must accurately and timely submit a Claim Form to the Claims Administrator in accordance to the instructions set forth therein. All Claim Forms by Settlement Class Members must be initially submitted to the Claims Administrator within two-hundred ten (210) days after the Notice Date (“Claims Deadline”). Any claims submitted to the Claims Administrator thereafter shall be forever barred. However, the Claims Administrator may, in its discretion, permit a Settlement Class Member who makes a timely Claim to remedy deficiencies in such Settlement Class Member’s Claim Form or related documentation. Any Settlement Class Member who does not submit a Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement Fund, but shall nevertheless be bound by any final judgment entered by the Court.

Other Provisions

20. All proceedings in the Actions, except any matters necessary to implement, advance, or further the Agreement or settlement process, are hereby stayed and suspended until further order of this Court.

21. No discovery with regard to the Settlement or Agreement shall be permitted as to any of the Parties to the Agreement 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 the applicable rules of this Court.

22. This Order bars and enjoins all Settlement Class Members from commencing or prosecuting any action asserting any Released Claims, and stays any actions or proceedings brought by any Member of the Settlement Class asserting any Released Claims as of three (3) days after the date of this Order.

23. Pending Final Approval, no Settlement Class Member, either directly, representatively, or in any other capacity, shall file, commence, prosecute or continue against any or all of the Released Entities, any action or proceeding in any court or tribunal asserting any of the matters, claims or causes of action that are to be released upon Final Approval pursuant to the Agreement, and are hereby enjoined from so proceeding. Upon Final Approval, all Settlement Class Members except those persons found by this Court to have validly excluded themselves from the Settlement shall be forever enjoined and barred from:

(a) Filing, commencing, prosecuting, continuing, maintaining, intervening in, participating in (as class members or otherwise), voluntarily cooperating with, or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding or order in any jurisdiction based on any or all Released Claims against one or more Released Entities or against any person or entity who may claim over against any Released Entity for contribution or indemnity;

(b) Instituting, continuing, maintaining, organizing class members in, or joining with class members in, intervening in, voluntarily cooperating with, or receiving any benefits from any action or arbitration, including but not limited to a purported class action, in any jurisdiction, against one or more Released Entities, or against any person or entity who may claim over against any Released Entity for contribution or indemnity, based on, involving, or incorporating, directly or indirectly, any or all Released Claims;

(c) Filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), voluntarily cooperating with, or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding, or order in any jurisdiction based on an allegation that an action taken by the Released Entities, which is in compliance with the

provisions of the Settlement Agreement, violates any legal right of any Settlement Class Member; and

(d) Filing, commencing, prosecuting, continuing, maintaining, intervening in, participating in (as class representatives, members or otherwise), voluntarily cooperating with, or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding or order in any jurisdiction based upon or related to any Released Claim against any person or entity who is, has been, could have been, or could be alleged to be a joint-tortfeasor, co-tortfeasor, co-conspirator, or co-obligor with any Released entity based upon or related to any Released Claim.

24. Any information received by the Claims Administrator in connection with this Settlement that pertains to a particular Member of the Settlement Class shall be confidential and shall not be disclosed by the Claims Administrator to any other Settlement Class Member.

25. Upon Final Approval, each and every term and provision of the Agreement (except as modified by the Final Approval Order) shall be deemed incorporated into the Final Order and Judgment as if expressly set forth and shall have the full force and effect of an Order of the Court.

26. In the event the Settlement is terminated in accordance with the provisions of the Agreement, the Settlement and all proceedings had in connection therewith, including the certification of the Settlement Class and appointment of class representatives for settlement purposes only, shall be null and void, except insofar as expressly provided in the Agreement, and without prejudice to the *status quo ante* rights of Parties and Released Entities. Neither this Order nor the Agreement, nor any negotiations, statements, communications or proceedings in connection therewith, shall be offered or received as, construed as, or be deemed to constitute any evidence of, an admission or concession by any Released Entity of any liability or

wrongdoing by them, or that the claims and defenses that have been asserted in the Actions. The certification of the Settlement Class shall not be treated as the adjudication of any fact or issue for any purpose other than this Agreement and shall not be considered as law of the case, *res judicata*, or collateral estoppel in any other proceeding. Until and unless the Agreement reaches the Effective Date, the certification of the Settlement Class shall not be treated as the adjudication of any fact or issue and shall not be considered as law of the case, *res judicata*, or collateral estoppel in this proceeding, the certification of the Settlement Class shall not be treated as the adjudication of any fact or issue and shall not be considered as law of the case, *res judicata*, or collateral estoppel in this proceeding.

27. Defendants may communicate with Settlement Class Members regarding the provisions of this Agreement, so long as such communications are not inconsistent with Class Notice or other agreed upon communications concerning the Agreement. The Released Entities may refer Settlement Class Members to the Claims Administrator, the toll free number, and the settlement website. Defendants will not discourage the filing of any claims allowed under Section II of the Settlement Agreement. Released Entities that have been reimbursing potential Class Members may continue to do so if necessary to complete claims and Released Entities also may encourage those persons to participate in the Settlement that is the subject of the Agreement. In addition, Defendants may continue to communicate with their customers, business contacts, and members of the public in the ordinary course of business without need to submit the communication to the Court for approval.

28. The Court reserves the right to enter its Order and Judgment approving the Settlement and dismissing the Actions on the merits and with prejudice regardless of whether it has approved the plan of distribution or awarded attorneys' fees and expenses.

29. In accordance with the Agreement, Defendants will transfer or cause to be transferred the Settlement Amount into the Escrow Account within ten (10) business days of the Court's entry of this Order.

30. All funds held by the Escrow Agent shall be deemed and considered to be *in custodia legis*, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Agreement and/or further order(s) of the Court.

31. The Court reserves the right to alter the time or the date of the Final Approval Hearing without further notice to the Members of the Settlement Class, provided that the time or the date of the Final Approval Hearing shall not be set at a time or date earlier than the time and date set forth in Paragraph 6 above, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Settlement Class.

SO ORDERED this ____ day of _____, 2014.

The Honorable Robert W. Gettleman
United States District Judge

EXHIBIT 2: LIST OF DOG TREAT PRODUCTS

Waggin' Train Products
Chicken Bites
Chik'n Biscuits
Cowboy Steaks
Drumettes
Healthy Promise
Chicken Jerky Bites
Duck Jerky Bites
Chicken jerky Links
Chicken Jerky Sticks
Duck Jerky Sticks
Chicken Jerky Tenders
Duck Jerky Tenders
Kabobs
Big Blast
Chicken Wrapped Big Blast
Duck Wrapped Big Blast
Prime Cutlets
Supreme Green
Supreme Clean
Western Grill
Yam Good
Ham It Up
Country Ham
Jerky Tenders
Wholesome Chicken Jerky Tenders
Freshies Supreme Green
Bananazas
Bananas Wrapped with Chicken
Yam Good - Wholesome Yams Wrapped with Duck
Freshies Supreme Clean
Wrapples
Apples Wrapped with Chicken
Happy Trails to Chew
I Yam What I Yam
Yam Good - Wholesome Yams Wrapped with Chicken
Jerky Bites
Healthy Promise - Shine On
Shine On

Canyon Creek Ranch Products
Big Blast
Duck Wrapped Big Blast
Chicken Stix
Rawhide Wheels Stuffed with Chicken
Chicken Chips
Chicken Poppers
Poppers
Chicken Wrapped Rawhide
Chicken and Bananas
Chicken Breast Tender Snack
Chicken Tenders
Duck Tenders
Chicken & Veggies
Chicken & Veggie Bites
Drumettes
Kabob's
Western Grill
Chicken Yam Good
Duck Yam Good
Onward - Glide
Glide
Onward - Glow
Glow
Onward - Heart & Eyes
Heart & Eyes
Turkey Jerky Strips
Chicken Kabobs
Homestyle Ham
Cheese & Chicken
Yam Good
Banana & Chicken Wraps
Apple & Chicken Wraps
Wrapovers - Apple & Chicken
Wrapovers - Banana & Chicken
Wrapovers - Cheese & Chicken
Yams
Franks
Cowboy Steaks

Healthy Promise - Walk Tall
Walk Tall
Lassos
Cartwheels
Fiddlestix
Chicken Stix
Healthy Promise - Chew Well
Chew Well
Western Style Chicken Bites
Country Style Drumettes
Wholesome Duck Jerky Tenders
Ham'n Biscuits Recipe
Ham'n Biscuits
Chik'n Biscuits Recipe
PBJ
Country Crunch
Jerky Sticks
Crispy Puffs
Chicken Crispy Puffs
Cheese & Chicken
Twisters

Trail Mix for Dogs
Ringers
Apple Bites Wrapped with Chicken
Banana Bites Wrapped with Chicken
Yams Wrapped with Duck Fillet
Western Chicken Chips
Chicken & Veggie Bites Recipe
Trail Chews
Western Styl Kabobs
Big Blast - Slims

EXHIBIT 3: NOTICE PLAN

A. Individual Notice

1. In the motion for Preliminary Approval, the Parties shall apply to the Court for authorization of individual notice by the Claims Administrator of all putative Settlement Class Members that can be identified by reasonable effort through review before Preliminary Approval of records of Defendants Nestle Purina and Waggin' Train and Class Counsel. Defendants and Class Counsel shall within twenty (20) calendar days of entry of the Preliminary Approval Order provide to the Claims Administrator lists in computer readable format of the applicable names and mailing addresses for individual putative Settlement Class Members within Defendants' and Class Counsel's possession. Such information shall be provided to and maintained by the Claims Administrator on a confidential basis and shall not be shared with any other Party.

2. Individual notice shall be by email where Defendants or Class Counsel actually possess the email address of a putative Settlement Class Member. The Claims Administrator shall provide notice by way of postcard substantially in the form of Exhibit 4 to any putative class member for whom Defendants or Class Counsel do not possess an email address or for any putative Settlement Class Member whose email notification is returned as undeliverable. Mailing of class notice, by email or postcard, shall be commence no later than the Notice Date, as defined in Section I.AA of the Settlement Agreement.

3. After the mailing has been completed, the Claims Administrator shall each certify to the Court the number of putative Settlement Class Members to whom individual notice was provided, the manner in which it was provided, and the pertinent information regarding changes of address and reissuance of notices.

B. Published Notice

1. In the motion for Preliminary Approval, the Parties shall apply to the Court for an order authorizing dissemination of notice on a national basis to putative Settlement Class Member by publication in print and digital media. The notice plan has been designed in consultation with the Claims Administrator. Print and digital publication of notice shall commence no later than the Notice Date. Class Counsel or counsel for Defendants, as the case may be, shall cooperate to make reasonable inquiry to determine that the notices are actually published or provided.

2. **Print media.** The Claims Administrator shall cause the Short Form Notice substantially in the form of Exhibit 5 to be published in two consecutive editions of *People Magazine* and an edition of *Sports Illustrated*. Combined, the selected consumer publications have a circulation of more than 6 million copies.

3. **Digital media.**

(a) **Internet banner advertising.** Prominent internet banner notices will be displayed on a variety of websites purchased on the *Conversant* ad network which represents over 9,600 digital properties across all major content categories. Banners will also be placed on websites such as *Facebook*, *MSN*, and *Yahoo!* It is estimated that the banners ads will result in hundreds of millions of impressions (unique instances in which the banner ad is displayed for view).

(b) **Paid mobile internet banner advertising.** Mobile banners will be purchased through *Greystripe*, a mobile network serving digital banners across over 9,500 properties within multiple categories including Auto, Lifestyle, Entertainment, Technology, Health, Finance, and more. It is estimated that the mobile banners ads will result in over ten million impressions.

4. **Settlement website.** A link to the settlement website established by the Claims Administrator shall also appear on the websites of Class Counsel and of Defendant Waggin' Train no later than the Notice Date through the Effective Date of the Settlement, as defined in the Agreement. The Long Form Notice substantially in the Form of Exhibit 6 shall be available on the settlement website and provided to any Settlement Class Member who requests a copy. Sponsored search ads will be bought across the three most highly-visited Internet search engines in the United States: Google, Yahoo!, and Bing, so that consumers searching for more information about the settlement are specifically directed to the link to the settlement website.

5. **Notice to veterinarians.** The Publication Notice will also be provided to the American Veterinary Association which shall have the option of distributing the Publication Notice to its veterinarian members.

EXHIBIT 4: POSTCARD/E-MAIL NOTICE

LEGAL NOTICE

IF YOU PURCHASED OR YOUR PET(S) ATE WAGGIN' TRAIN OR CANYON CREEK RANCH BRAND DOG TREATS, YOU COULD GET A PAYMENT FROM A CLASS ACTION SETTLEMENT

A Settlement has been reached in class action lawsuits claiming that Waggin' Train or Canyon Creek Ranch brand dog treat products imported from or containing ingredients imported from China ("Dog Treat Products") were defective and that some pets may have become sick and/or died after consuming the products. Nestle Purina PetCare Company and Waggin' Train, LLC ("Defendants") have denied any wrongdoing. The Court has not decided which side is right. **This Notice is just a summary.** For more complete information, you should read the Full Notice and refer to the list of Dog Treat Products, which are available at [\[\[insert settlement website\]\]](#) or by calling ~~###-###-####~~.

WHO IS INCLUDED? Defendants' records show you may have purchased the Dog Treat Products. If you purchased or if your pet used or consumed the Dog Treat Products, you are included in the Settlement.

WHAT ARE THE SETTLEMENT TERMS? The Proposed Settlement creates a \$6,500,000 cash Settlement Fund from which claimants may receive up to a 100% cash payment of certain reasonable, documented expenses incurred as a result of their purchase or their pet's consumption of Dog Treat Products. Claimants may also receive payment of up to \$300 for reasonable and valid economic damages for which they do not have documentation. Expenses may include veterinary screening or treatment costs, death-related expenses, reimbursement for the cost or fair market value of the deceased pet, and the cost of the Dog Treat Products. Claims may be subject to limitations as described in the Full Notice. The Proposed Settlement also requires the Defendants to undertake business practices relating to the manufacture and marketing of the Dog Treat Products.

The deadline to file a Claim Form is **Month/Date, 2014**. You can get a Claim Form at the settlement website or by calling the toll-free number.

YOUR OTHER OPTIONS. If you do not want to be bound by the Settlement, you must exclude yourself from the Settlement Class by **Month, Day, 2014**. If you do not exclude yourself, you will be bound to the judgment entered by the Court and will release any claims against and rights to sue the Released Entities relating to the products at issue in this case, regardless of whether you file a claim. You may object to the Settlement by **Month/Date, 2014**. The Full Notice available at the Settlement website explains how to exclude yourself or object. The Court will hold a hearing on **Month/Date, 2014** to consider whether to approve the Settlement and a request for attorneys' fees in an amount not to exceed 33% of the Settlement Fund and for expenses and plaintiff awards. You do not need to appear at the hearing or hire your own attorney, although you have the right to do so at your own expense. For more information, call the toll-free number or visit the settlement website.

EXHIBIT 5: PUBLICATION NOTICE

LEGAL NOTICE

IF YOU PURCHASED OR YOUR PET(S) ATE WAGGIN' TRAIN OR CANYON CREEK RANCH BRAND DOG TREATS, YOU COULD GET A PAYMENT FROM A CLASS ACTION SETTLEMENT

A Settlement has been reached in class action lawsuits claiming that Waggin' Train or Canyon Creek Ranch brand dog treat products imported from or containing ingredients imported from China ("Dog Treat Products") were defective and that some pets may have become sick and/or died after consuming the products. Nestle Purina PetCare Company and Waggin' Train, LLC ("Defendants") have denied any wrongdoing. The Court has not decided which side is right. **This Notice is just a summary.** For more complete information, you should read the Full Notice and refer to the list of Dog Treat Products, which are available at [\[\[insert settlement website\]\]](#) or by calling ~~###-###-####~~.

WHO IS INCLUDED? If you purchased or if your pet used or consumed the Dog Treat Products, you are included in the Settlement.

WHAT ARE THE SETTLEMENT TERMS? The Proposed Settlement creates a \$6,500,000 cash Settlement Fund from which claimants may receive up to a 100% cash payment of certain reasonable, documented expenses incurred as a result of their purchase or their pet's consumption of Dog Treat Products. Claimants may also receive payment of up to \$300 for reasonable and valid economic damages for which they do not have documentation. Expenses may include veterinary screening or treatment costs, death-related expenses, reimbursement for the cost or fair market value of the deceased pet, and the cost of the Dog Treat Products. Claims may be subject to limitations as described in the Full Notice. The Proposed Settlement also requires the Defendants to undertake business practices relating to the manufacture and marketing of the Dog Treat Products.

The deadline to file a Claim Form is **Month/Date, 2014**. You can get a Claim Form at the settlement website or by calling the toll-free number.

YOUR OTHER OPTIONS. If you do not want to be bound by the Settlement, you must exclude yourself from the Settlement Class by **Month, Day, 2014**. If you do not exclude yourself, you will be bound to the judgment entered by the Court and will release any claims against and rights to sue the Released Entities relating to the products at issue in this case, regardless of whether you file a claim. You may object to the Settlement by **Month/Date, 2014**. The Full Notice available at the Settlement website explains how to exclude yourself or object. The Court will hold a hearing on **Month/Date, 2014** to consider whether to approve the Settlement and a request for attorneys' fees in an amount not to exceed 33% of the Settlement Fund and for expenses and plaintiff awards. You do not need to appear at the hearing or hire your own attorney, although you have the right to do so at your own expense. For more information, call the toll-free number or visit the settlement website.

EXHIBIT 6: LONG FORM NOTICE

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

Adkins, et al. v. Nestle Purina PetCare Company, et al., Case No. 1:12-cv-02871 (N.D. Ill.);
Matin v. Nestle Purina PetCare Company, et al., Case No. 1:13-cv-01512 (N.D. Ill.);
Gandara v. Nestle Purina PetCare Company, et al., Case No. 1:13-cv-04159 (N.D. Ill.)

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND FINAL APPROVAL HEARING**

IF YOU PURCHASED OR YOUR PET USED OR CONSUMED WAGGIN' TRAIN OR CANYON CREEK RANCH DOG TREAT PRODUCT(S) MADE IN CHINA, PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE IS TO INFORM YOU OF A PROPOSED SETTLEMENT THAT MAY AFFECT YOUR RIGHTS.

*A federal court authorized this notice.
This is not a solicitation from a lawyer or a notice of a
lawsuit against you.*

YOU MAY BENEFIT FROM READING THIS NOTICE. IF YOU WISH TO RECEIVE BENEFITS UNDER THE PROPOSED SETTLEMENT, YOU MUST SUBMIT A CLAIM FORM.

Summary of Proposed Settlement

- There is a proposed Settlement of consolidated class action litigation that is pending in the U.S. District Court for the Northern District of Illinois, *Adkins, et al. v. Nestle Purina PetCare Company, et al.*, Case No. 1:12-cv-02871 (N.D. Ill.); *Matin v. Nestle Purina PetCare Company, et al.*, Case No. 1:13-cv-01512 (N.D. Ill.); and *Gandara v. Nestle Purina PetCare Company, et al.*, Case No. 1:13-cv-04159 (N.D. Ill.) (the "Actions").
- This proposed Settlement Agreement relates to Waggin' Train and Canyon Creek Ranch brand dog treat products imported from China or containing any ingredient imported from China ("Dog Treat Products"). A list of the Dog Treat Products is attached. In sum, Plaintiffs in the Actions allege that the Dog Treat Products they purchased or that their pets used or consumed were defective and that, as a result, Plaintiffs were damaged.
- The proposed Settlement is with Defendants Nestle Purina PetCare Company and Waggin' Train, LLC.
- Defendants have agreed to create a \$6,500,000.00 cash Settlement Fund from which eligible consumers and/or pet owners may receive a cash payment for up to 100% of certain documented economic damages related to their purchase of or their pet's consumption of the Dog Treat Products, after the payment from the Settlement Fund of the costs of notice and claims administration, attorneys' fees, class representative awards, costs, and taxes. Economic damage means the expenses you incurred related to your

purchase or your pet's consumption of the Dog Treat Products, and include veterinary screening or treatment bills and other expenses related your pet's illness and/or death.

- For each of your pets that used or consumed Dog Treat Products, you may recover up to 100% of certain of the reasonable economic damages you claim you suffered if you can provide documentation showing the economic damage.
- In addition to compensation for expenses supported by documentation, you may also receive up to a \$300 payment per pet for reasonable economic damages for which you do not have supporting documentation. You must still complete a Claim Form and provide information about your economic damages to be eligible for payment of your undocumented expenses.
- You are a member of the Settlement Class if you purchased Dog Treat Products and/or your pet used or consumed the Dog Treat Products.

Your Legal Rights Are Affected Even If You Do Not Act. Read This Notice Carefully.

SUMMARY OF CLASS MEMBERS' RIGHTS AND OPTIONS UNDER THE PROPOSED SETTLEMENT	
SUBMIT A CLAIM	The only way to get a payment. Submit your Claim Form by mail, facsimile or email (.pdf) to the Claims Administrator no later than [DATE] .
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to not be bound by the final judgment and release and to be part of any other lawsuit concerning the issues being settled now. You must exclude yourself from the Settlement Class by no later than [OPT OUT DEADLINE] .
COMMENT ON THE PROPOSED SETTLEMENT	Write to the Court about why you support or oppose the proposed Settlement. If you want to object to the Settlement, you must do so in writing by _____. Filing an objection does <u>not exclude you from the Settlement</u> .
GO TO THE FINAL APPROVAL HEARING	Ask to speak to the Court about the proposed Settlement at the Final Approval Hearing, scheduled for _____.
DO NOTHING	Get no payment. You will not be able to bring or be part of any other lawsuit concerning the issues being settled now, and you will be bound by the final judgment and release in this case.

What This Notice Contains

[INSERT TABLE OF CONTENTS w/ PAGE NUMBERS]

Basic Information

1. Why Did I Get This Notice?

You received this Notice because: you requested a copy of the Notice through a toll-free number; you downloaded it through the settlement website; or you were identified as having purchased the Dog Treat Products based on a review of the Parties' records.

2. What Are The Lawsuits About?

Several lawsuits were filed against Defendants Nestle Purina PetCare Company ("Nestle Purina") and Waggin' Train, LLC ("Waggin' Train"). Among other things, Plaintiffs allege in the lawsuits that the Dog Treat Products were defective and may have caused pets to become ill or die. By agreeing to the proposed Settlement described in this Notice, Defendants make no admission as to the truth of these allegations, and they deny any wrongdoing.

3. Why Is This A Class Action?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people who have similar claims. The people together are a "class" or "class members." A court must determine if a lawsuit or a settlement should proceed as a class action. If it does proceed as a class action, there may be a trial. A trial then decides the lawsuit for everyone in the class. Sometimes, the parties may settle without a trial.

The parties here have agreed to this Settlement that includes pet owners who purchased, used or obtained, or whose pets used or consumed the Dog Treat Products. The Court has preliminarily approved this proposed Settlement and will hold a Hearing to decide whether it should be finally approved. (See Question No. 18.) U.S. District Court Judge Robert W. Gettleman is the presiding judge in the Actions.

4. How Do I Know If I Am Included In The Proposed Class Action Settlement?

You are a member of the Settlement Class if you purchased or obtained, or your pets used or consumed Waggin' Train or Canyon Creek Ranch brand Dog Treat Product(s) imported from China or containing any ingredient imported from China. A list of the Dog Treat Products are attached to this Notice.

You need not do anything to become part of the Class, **but you must complete the Claim Form in order to be eligible to receive any compensation from the Settlement.**

As a Settlement Class Member, you will be bound by all proceedings, orders, and judgments entered in connection with the proposed settlement and Settlement Agreement, including the release, covenant not to sue, and dismissal with prejudice described below.

5. How Do I Determine If The Dog Treat Product I Purchased And/Or Which Was Consumed Or Used By My Pet Is Part Of The Proposed Settlement?

A list of the Waggin' Train and Canyon Creek brand Dog Treat Products is attached. The list, as well as other information regarding the Settlement Agreement, can be found at the settlement website, [INSERT]. You also may request a copy of the list by calling or writing to the Claims Administrator. Contact information for the Claims Administrator is provided at the end of this Notice.

Benefits Of The Proposed Settlement – What You May Get

6. What Does The Proposed Settlement Provide?

a. Monetary Benefits to Class Members

The Proposed Settlement provides for the creation of a \$6,500,000.00 Settlement Fund from which eligible consumers may receive up to a 100% cash payment for documented, reasonable economic damages incurred as a result of their purchase or their pets' consumption of Dog Treat Products, including veterinary treatment costs, death-related expenses, and reimbursement for the cost or fair market value of their deceased pet. Consumers who do not have documents supporting their claims for economic damages may still be eligible for cash reimbursement subject to a \$300 limit per pet.

The claims may be subject to certain limitations described below. (See Question No. 7.)

Settlement notice, administration costs, attorneys' fees and expenses, class representative awards, and certain taxes related to the Settlement Fund will also be paid out of the Settlement Fund.

b. Quality Control and Quality Assurance Measures

Under the proposed Settlement, Waggin' Train and Nestle Purina have also agreed to undertake certain business practices relating to the manufacture, marketing, and sale of the Dog Treat Products, for a period of two years following the date of Preliminary Approval of the Settlement. These practices include the use of single source supplier of the chicken used as an ingredient in the Dog Treat Products, the implementation of Quality Assurance and Quality Control practices relating to ingredient supply and manufacture of the Dog Treat Products, testing of the Dog Treat Products, disclosure of the country of origin, and information provided on the Waggin' Train website. These practices are described more fully in the Settlement Agreement, which is available at [insert website].

All aspects of this proposed Settlement are subject to Court approval.

7. Are There Any Limits On The Amount I Can Recover?

A Claims Administrator unrelated to any party in this lawsuit will administer the settlement. The Claims Administrator will review all claims and expenses submitted and determine whether they are valid, reasonable, and payable. (See Question No. 11.)

Eligible consumers may receive up to a 100% cash payment for certain documented, reasonable economic damages incurred as a result of their purchase or their pets' consumption of Dog Treat Products. Claims may be subject to certain limitations. First, the total amount of money available from the Settlement Fund to reimburse pet owners for healthy pet screening (or testing), in cases where the pet did not become ill or die, is limited to a total of \$100,000. If this limit is reached, the part of your claim for testing your healthy pet will be pro-rated based on the ratio of the amount of your claim approved by the Claims Administrator to the total amount of all the approved claims for healthy pet screening. Second, the total amount of money available from the Settlement Fund for reimbursement of purchases of Dog Treat Products is limited to a total of \$700,000. If this limit is reached, the part of your claim for reimbursement of Dog Treat Product purchases will be pro-rated based on the ratio of the amount of your approved claim to the total amount of all the approved claims for Dog Treat Product reimbursement. Third, if the total value of claims for all other economic damages – separate and apart from healthy pet screening claims and Dog Treat Product purchase claims – exceed the total Settlement Fund amount available, the part of your claim for other economic damages will be pro-rated based on the ratio of the amount of your approved claim to the total amount of all the approved claims for these other economic damages. Any *pro rata* reductions will be applied first to claims made by Settlement Class Members without supporting documentation before any pro rata reduction is made to claims made by Settlement Class Members that do submit supporting documentation.

Claims for economic damages that are not supported with documentation are limited to a maximum of \$300 per pet.

8. What Happens If There Is Money Left Over In The Settlement Fund?

If at such time, all valid Claims are paid in full from the Settlement Fund by the Claims Administrator, and there is a balance remaining in the Settlement Fund after 180 days after the last check is issued, the Claims Administrator will, if feasible, distribute any such balance by way of *pro rata* payments to Settlement Class Members who submitted valid claims and who cashed their checks in an equitable and economical fashion. Thereafter, any remaining balance will be paid in equal amounts to UC Davis School of Veterinary Medicine and North Shore Animal League, which are both non-profit organizations that promote the health and well-being of pets.

9. How Do I Submit A Claim?

Attached to this Notice is a Claim Form. **YOU MUST FILL OUT AND SIGN THE CLAIM FORM AND SUBMIT IT TO THE CLAIMS ADMINISTRATOR, POSTMARKED, FAXED OR EMAILED (IN .PDF FORMAT) ON OR BEFORE [CLAIMS DEADLINE DATE]** at the following address:

[insert claims administrator name and contact information]

IF YOU DO NOT SUBMIT YOUR SIGNED CLAIM FORM BY THIS DEADLINE, YOU WILL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO RECEIVE ANY PAYMENT FROM THE SETTLEMENT FUND.

As part of your claim, you should provide as much documentation as you can relating to your economic damages, which means expenses. All information provided will be treated as confidential and will be used only for the purpose of reviewing and administering your claim. In addition to the expenses for which you have documentation, you may be reimbursed for up to \$300 of economic damages for which you do not have documentation, provided that the Claims Administrator determines that the claim is valid and reasonable.

The following are examples of documentation you might have for different types of economic damage. You may have different types of documentation from those mentioned. You should submit whatever you have.

Documentation of Dog Treat Product purchases may include receipts, cancelled checks, credit card statements, copies of the product labels from the products, other records from the place of purchase, or any other records that could demonstrate you purchased the food and how much you paid.

Documentation of veterinary expenses may include veterinarian bills, veterinarian records, cancelled checks, receipts, credit card receipts or statements, or a statement from your veterinarian.

Death-related expenses may include the costs of euthanasia or putting your pet to sleep, necropsy or pet autopsy, cremation, burial, or other services. Documentation of these expenses may include veterinarian bills, veterinarian records, pet cemetery records, cancelled checks, receipts, credit card receipts or statements, or a statement from your veterinarian.

You may also be eligible to receive reimbursement for the loss of your pet, either the fair cost or fair market value of the deceased pet. Documentation of these expenses may include a bill, a receipt, credit card statement, cancelled check, AKC or CKC registration, third party appraisal or other documentation of the cost or fair market value of the pet.

The Claim Form must be signed. By signing your claim form, you will be swearing that the information you submit is true and accurate. You will also be authorizing the Claims Administrator to contact you and/or your veterinarian for more information to help evaluate your claim.

10. I Do Not Have Complete Documents Or I Do Not Have Any Documents. What Should I Do?

Even if you do not have documents that support your claim for economic damage, you may be eligible to receive payment for valid and reasonable economic damages. Submit a completed Claim Form describing your claims for undocumented economic damages in as much detail as possible and explain why you do not have supporting

documentation. Claims for undocumented economic expenses may be paid up to a \$300 maximum per pet.

11. What If I Have Already Recovered Money From Defendants?

Some Settlement Class members may have already submitted claims and been reimbursed by one of the defendants or an insurance company for expenses associated with the Dog Treat Products. There is a place to report this information on the Claim Form. If you have been previously reimbursed by a Defendant or an insurance company, then the reimbursed amount will be deducted from the total amount that may be owed to you as part of the settlement. If the total amount of your previous reimbursement exceeds the total amount that you are entitled to under this Settlement, then you will not receive any further reimbursement as part of this Settlement.

12. How Are Payments Determined?

A Claims Administrator appointed by the Court will determine whether a claim is reasonable, valid, and payable from the Settlement Fund based on information you provide on the Claim Form. The Claims Administrator is a neutral party, not affiliated with either Plaintiffs or Defendants. The Claims Administrator has complete and final authority to determine the amount to be paid on each claim and its decision shall be final, binding, and cannot be appealed.

Commenting On The Proposed Settlement

13. Can I Comment On, Or Object To, The Proposed Settlement?

If you have comments about, or disagree with, any aspect of the proposed Settlement, you may express your views to the Court in writing. The written response should include your name, address, telephone number, and a brief explanation of your comment or reason for objection. The document **must** be signed to ensure the Court's review. The response must be postmarked on or before [OBJECTION DATE], and mailed to

Clerk of Court
Everett McKinley Dirksen United States Courthouse
219 South Dearborn Street
Chicago, IL 60604

Your document must clearly state that it relates to any one of the following actions: *Adkins, et al. v. Nestle Purina PetCare Company, et al.*, Case No. 1:12-cv-02871 (N.D. Ill.); *Matin v. Nestle Purina PetCare Company, et al.*, Case No. 1:13-cv-01512 (N.D. Ill.); or *Gandara v. Nestle Purina PetCare Company, et al.*, Case No. 1:13-cv-04159 (N.D. Ill.).

You must also send a copy of your comment or objection by first class mail to one of the attorneys for the Settlement Class (listed under Question 13 below) and the attorneys for the Defendants listed below, not later than [OBJECTION DATE]

Craig A. Hoover
E. Desmond Hogan
Miranda L. Berge
Hogan Lovells US LLP
555 13th Street, NW
Washington, D.C. 20004

14. Who Are The Attorneys Appointed to Represent the Settlement Class?

The Court has appointed the following law firms as Co-Lead Class Counsel to represent the Settlement Class:

Rachel J. Jensen
Phong L. Tran
Robbins Geller Rudman & Dowd LLP
655 West Broadway, Suite 1900
San Diego, California 92101

Stuart A. Davidson
Robbins Geller Rudman & Dowd LLP
120 E. Palmetto Park Road, Suite 500
Boca Raton, Florida 33432

James O. Lattuner
Thomas E. Soule
Edelman Combs Lattuner & Goodwin LLC
120 S. LaSalle Street, Suite 1800
Chicago, Illinois 60603

15. How Will The Lawyers Be Paid?

Since the lawsuits were filed in April 2012, a number of law firms have devoted significant resources and expenditures in pursuing claims on behalf of Settlement Class Members purely on a contingent basis, and these law firms have received no compensation for their services or payment of their expenses. As part of the proposed Settlement, Plaintiffs' Counsel will ask the Court to approve an award of attorneys' fees not to exceed 33% of the Settlement Fund and for payment of expenses not to exceed \$ 100,000. In addition, each of the Class Representatives will ask the Court to award them an amount not to exceed \$5,000 for their service on behalf of the Settlement Class.

16. Should I Get My Own Lawyer?

You do not need to hire your own lawyer. However, if you want your own lawyer to speak for you or appear in Court, you must file a Notice of Appearance. (See Question No. 20.) Hiring a lawyer to appear for you in the lawsuit will be at your own expense.

17. Dismissal with Prejudice and Release Of Claims

If the Court approves the proposed Settlement, it will enter a judgment that will dismiss the litigation with prejudice as to all claims against the Defendants. In addition, Defendants and any and all entities and individuals that are alleged to have handled, distributed, purchased for resale and/or redistribution, supplied, manufactured and/or sold or offered for sale any Dog Treat Products, including but not limited to each of the retailers mentioned in any of the pleadings filed in the Actions (Wal-Mart Stores, Inc. dba Sam's Club; PetSmart, Inc.; Target Corporation; Costco Wholesale Corporation; CVS Caremark Corporation dba Caremark Advanced Technology Pharmacy, LLC and CVS Pharmacy, Inc.; Walgreen Company; Pet Supplies Plus of Connecticut XI, LLC; Rite Aid Corporation; BJ's Wholesale Club, Inc.; and Stater Bros. Markets, Inc.), as well as their respective insurers, parent companies, subsidiaries, affiliates, and all of their respective franchisees, and the officers, directors, trustees, shareholders, unit holders, partners, governors, managers, employees, agents, assignees, successors, heirs, members, and all individuals and entities subject to potential liability by or through the actions or inactions of any of the foregoing and all individuals or entities who, by or through their actions or inactions potentially subject any of the foregoing to liability any and all of them ("Released Entities") will receive from the Settlement Class (except for those persons that have timely opted out of the Settlement) a release and discharge of all claims, demands, actions, suits, and/or causes of action arising on or before the Effective Date that have been brought or could have been brought, are currently pending or were pending, or are ever brought in the future, by any Settlement Class Member against any Defendant or Released Entity, in any forum in the United States including any forum in which a United States Court sits), whether known or unknown, suspected and unsuspected, ripe and contingent, asserted or unasserted, under or pursuant to any statute, regulation, common law or equity, that relate in any way, directly or indirectly, to products, facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters referenced in any claim raised or that could have been raised by any Settlement Class Member in the Actions. "Released Claims" do not include any claims for personal injury arising from human consumption of the treats or for breach of this Settlement Agreement, nor any claims, demands, actions, suits, or causes of action that have been brought, could have been brought, or are brought in the future by any Defendant or Released Entity against any other Defendant or Released Entity, for indemnity.

This means that all Settlement Class Members who have not opted out of the settlement will be forever barred from bringing, continuing, or being part of any claim or lawsuit against the Released Entities and their personnel, representatives, insurers, and related companies. The Settlement Agreement further provides that under certain circumstances Settlement Class Members who have not opted out of the settlement and bring lawsuits asserting Released Claims against Released Entities and fail to dismiss such claims after proper notice and opportunity to cure shall be required to pay the attorneys' fees of the Released Entities in defending such suit.

If you fall within the class definition and do not want to be prevented from bringing, continuing, or being a part of such a lawsuit, you must exclude yourself from the Settlement Class and proposed Settlement as explained below in Paragraph 18.

In addition, the proposed Settlement includes a covenant not to sue the Released Entities for Released Claims.

Further, each member of the Settlement Class that has not timely elected to opt out of the proposed Settlement and Settlement Class shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by federal law, state law, foreign law or principles of common law, any rights that may have the effect of limiting the releases set forth above. This agreement shall include a waiver of any rights pursuant to Section 1542 of the California Civil Code and any similar, comparable or equivalent provision. California Civil Code Section 1542 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.

18. What If I Do Not Want To Be Part Of The Settlement?

If you do not want to be a member of the Settlement Class and participate in the proposed Settlement, then BY NO LATER THAN [INSERT OPT OUT DEADLINE], you must send a signed statement to that effect that includes your name, address and telephone number to the following:

[claims administrator name and address]

TO BE CONSIDERED TIMELY AND TO EFFECTIVELY OPT OUT OF THE PROPOSED SETTLEMENT, YOUR COMPLETED AND SIGNED OPT OUT NOTICE MUST BE POST MARKED BY NO LATER THAN [OPT OUT DEADLINE]. IF IT IS NOT POSTMARKED BY THAT DATE, YOUR RIGHT TO OPT OUT WILL BE DEEMED WAIVED AND YOU WILL BE BOUND BY ALL ORDERS AND JUDGMENTS ENTERED IN CONNECTION WITH THE PROPOSED SETTLEMENT.

If you choose to opt out of the proposed Settlement and the Settlement Class you will not receive any payment under the proposed Settlement and your claims against the Released Entities will not be released. You will also not be allowed to comment on or object to the proposed Settlement.

Any member of the Settlement Class who or which opts out of the proposed Settlement can change their mind and rejoin the Settlement Class. To do so, you must within seven (7) days prior to the Final Approval Hearing scheduled for _____, 2014, deliver to Class Counsel (listed above in Paragraph 13) and the Claims Administrator a written revocation of your request to opt out.

The Court's Final Approval Hearing

19. When And Where Will The Court Decide On Whether To Grant Final Approval Of The Proposed Settlement?

The U.S. District Court will hold a Final Approval Hearing on [DATE], 2014 at [TIME] to consider whether the Proposed Settlement is fair, reasonable, and adequate. At the Final

- 10 -

QUESTIONS? VISIT [[insert website]] OR CALL TOLL-FREE #-###-####

Approval Hearing, the Court will decide whether to approve the Proposed Settlement and the request for attorneys' fees and expenses. If comments or objections have been timely received, the Court will consider them at this time.

Note: The Final Approval Hearing may be postponed to a different date without additional notice. Updated information will be posted on the settlement website, [insert].

20. Must I Attend The Final Approval Hearing?

Attendance is not required, even if you properly mailed a written response. If you or your personal attorney still want to attend the Hearing, you are welcome to at your expense. However, it is not necessary that either of you attend. As long as your comment or objection was postmarked before the deadline, the Court will consider it.

21. May I Speak At the Final Approval Hearing?

If you want your own lawyer instead of Plaintiffs' Counsel to speak at the Final Approval Hearing, you must give the Court a paper that is called a "Notice of Appearance." The Notice of Appearance should include the name and number of at least one of the following Actions: *Adkins, et al. v. Nestle Purina PetCare Company, et al.*, Case No. 1:12-cv-02871 (N.D. Ill.); *Matin v. Nestle Purina PetCare Company, et al.*, Case No. 1:13-cv-01512 (N.D. Ill.); and *Gandara v. Nestle Purina PetCare Company, et al.*, Case No. 1:13-cv-04159 (N.D. Ill.). The Notice of Appearance must also state that you wish to enter an appearance at the Final Approval Hearing and include your name, address, telephone number and signature. Your Notice of Appearance **must** be postmarked on or before [DATE], 2014. You cannot speak at the Hearing if you ask to be excluded from the proposed Settlement Class or are not submitting a Claim Form now.

The Notice of Appearance must be filed with the Court at the following address:

Clerk of Court
Everett McKinley Dirksen United States Courthouse
219 South Dearborn Street
Chicago, IL 60604

Getting More Information

22. Where Do I Obtain More Information?

You can look at and copy the legal documents filed with the Court at any time during regular office hours at the Office of the Clerk of Court, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604.

In addition, if you have any questions about the lawsuit or this Notice, you may:

- Visit the Settlement website at [insert]
- Call the Claims Administrator toll free #-###-####

- Write or fax to:

[[Insert claims administrator name and contact information]]

EXHIBIT 7: CAFA NOTICE

[DATE], 2014

VIA FEDERAL EXPRESS

Re: *Notice of Proposed Class Action Settlement: Adkins, et al. v. Nestle Purina PetCare Company, et al., Matin v. Nestle Purina PetCare Company, et al., Gandara v. Nestle Purina PetCare Company, et al.*

Dear _____:

In compliance with the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, Nestlé Purina PetCare Company and Waggin’ Train, LLC, defendants in *Adkins, et al. v. Nestle Purina PetCare Company, et al.*, Case No. 1:12-cv-02871 (N.D. Ill.), *Matin v. Nestle Purina PetCare Company, et al.*, Case No. 1:13-cv-01512 (N.D. Ill.), and *Gandara v. Nestle Purina PetCare Company, et al.*, Case No. 1:13-cv-04159 (N.D. Ill.), pending in the United States District Court for the Northern District of Illinois before the Honorable Robert W. Gettleman, hereby advise you within the statutorily prescribed ten day time period that a proposed settlement of these actions has been filed with the Court. These cases concern claims related to dog treat products imported from China that plaintiffs allege were harmful or otherwise defective.

Enclosed, as required by CAFA, please find the following materials relating to this proposed settlement:

1. a copy of the operative complaint in each of the cases in the Northern District of Illinois;¹ and
2. the proposed class action settlement agreement and exhibits thereto, including the proposed notifications to settlement class members of the proposed settlement of the class action and their right to request exclusion from the settlement class (Exhibits 4, 5, and 6 to the proposed settlement agreement).

CAFA requires Defendants to provide “a reasonable estimate of the number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement.” 28 U.S.C. § 1715(b)(7)(B). However, Defendants have no mechanism for determining or estimating the number of class members in each state. Consequently, Defendants’ estimate of the number of class members residing in each state must

¹ The *Matin* and *Gandara* actions were originally filed in the United States District Court for the Northern District of California and the Superior Court of the State of California, County of San Diego, respectively. After Nestlé Purina PetCare Company and Waggin’ Train, LLC removed the *Gandara* action to federal court, both cases were transferred to the Northern District of Illinois.

[DATE], 2014

Page 2

necessarily take the form of an estimate of the proportion of the entire class which likely resides in that state. Defendants reasonably believe that, in light of the nationwide distribution of the pet treats at issue in this litigation, it is probable that the number of class members in each state is roughly proportionate to that state's share of the overall national population. Because the proposed settlement provides the same benefits to each settlement class member, regardless of location, the proportion of the total benefits received by the residents of each state also would be roughly equal to the state's share of the overall U.S. population.

As of today, there are no final judgments, notices of dismissal, or written judicial opinions relating to the materials described above.

The next scheduled judicial hearing concerning the proposed settlement is the preliminary fairness hearing scheduled to occur on ____, 2014, at ____ a.m. at the Everett McKinley Dirksen United States Courthouse in Chicago, Illinois.

If you have any questions about this notice, please do not hesitate to contact me by phone at _____ or by email at _____.

Respectfully submitted,

Enclosure(s)

EXHIBIT 8: CLAIM FORM

CLASS ACTION SETTLEMENT – CLAIM FORM

Adkins, et al. v. Nestle Purina PetCare Company, et al., Case No. 1:12-cv-02871 (N.D. Ill.);
Matin v. Nestle Purina PetCare Company, et al., Case No. 1:13-cv-01512 (N.D. Ill.);
Gandara v. Nestle Purina PetCare Company, et al., Case No. 1:13-cv-04159 (N.D. Ill.)

[ADMINISTRATOR NAME
AND CONTACT INFO]

INTERNAL USE ONLY:

Claim Number: _____

Control Number: _____

**QUESTIONS OR NEED HELP? CALL THE CLAIMS ADMINISTRATOR AT #-###-#### OR
VISIT [insert website]**

Please carefully read the Notice of Class Action and Proposed Settlement (“Full Notice”), which is available at INSERT WEBSITE, before filling out this Form. You must fill out a separate Claim Form for each pet for which you seek compensation. YOUR SIGNED CLAIM MUST BE POSTMARKED, FAXED OR EMAILED IN PDF FORMAT TO THE CLAIMS ADMINISTRATOR BY NO LATER THAN [DEADLINE].

1. WHAT THIS CLAIM FORM CONCERNS

This Claim Form concerns the Settlement of various class action lawsuits in which plaintiffs allege that Waggin’ Train and Canyon Creek Ranch brand pet treat products imported from China or containing any ingredients imported from China (“Dog Treat Products”) were defective and may have caused plaintiffs’ pets to become ill or die. If you are a member of the Settlement Class (as defined in the Full Notice), and you do not timely request exclusion from the Settlement, you are entitled to submit a claim for reimbursement for certain “economic damages,” related to your purchase or use of the Dog Treat Products, as described below.

2. REVIEW OF YOUR CLAIM

An independent third party called a “Claims Administrator” has been appointed by the Court to review your claim. The Settlement between the parties provides compensation to persons submitting valid and reasonable claims as determined by the Claims Administrator. The Claims Administrator will review your Claim Form in its entirety and the documents you submit, if any, to evaluate the eligibility of your claim for payment from the Settlement Fund.

The Claims Administrator will determine whether a claim is reasonable, valid, and payable from the Settlement Fund before paying a claim. The information that you supply below may be checked by the Claims Administrator. By filling out this Claim Form and signing the verification statement at the end, you are specifically authorizing a representative from the Claims Administrator to contact you or your veterinarian to confirm the information provided and to seek additional information about your claim. The Claims Administrator has complete and final authority to determine whether a claim is valid and the amount to be paid on each claim, and its decision shall be final, binding, and cannot be appealed.

3. ELIGIBLE PAYMENTS

If you are an eligible Settlement Class Member, you may be able to recover certain reasonable expenses called “economic damage” that you incurred as a result of your purchase, or your pet’s consumption or use of Dog Treat Products, subject to certain limitations described in this Claim Form. Economic damage means the expenses you paid or are obligated to pay, including reasonable veterinary bills, burial expenses, and the cost or fair market value of your deceased pet. You may also be eligible for reimbursement for the purchase of the Dog Treat Products for which you have not already been reimbursed, including by previous return or exchange of the product.

You are eligible to recover economic damage for which you provide supporting documentation. In addition, the Claims Administrator has authority and discretion to pay you up to \$300 from the Settlement Fund for economic damage claims that you do not support with documentation. If you do not supply supporting documentation for any of your economic damage, then reimbursement for your undocumented economic damage is limited to a maximum of \$300 for this Claim Form. **To the extent that you do not provide documentation to support some or all of your economic damage claims, you should provide a written explanation of the nature of those claims and why you do not have documentation to support them. This will help the Claims Administrator in evaluating your claim. You can write your explanation in Section V or on separate sheets of paper, if necessary.**

Reimbursement of valid and reasonable claims may be reduced on a *pro rata* basis if the total amount of money due to eligible pet owners in this settlement exceeds the total amounts available in three categories: pet food product purchase reimbursement (up to \$700,000), screenings or testing for healthy pets (up to \$100,000), and other economic damages relating to the injury or death of a pet. This is described in greater detail in the Full Notice available at [INSERT WEBSITE.]

4. HOW YOU CAN QUALIFY FOR AND RECEIVE A PAYMENT.

In order to be eligible for any compensation from the Settlement, you must:

- fill out this Claim Form in its entirety;
- sign the verification statement in section VII. By signing the verification statement, you swear under penalty of perjury that the information you have supplied is accurate; and
- return this Claim Form together with copies of your supporting documentation, if any.

All information submitted will be kept confidential and will be used only for the purpose of reviewing and administering the claim submitted.

I. YOUR INFORMATION

Name of Person Submitting Claim: _____

Address: _____

Telephone Number: _____

Email Address: _____

II. PET INFORMATION

Pet type: _____

(A separate Claim Form must be submitted for each animal.)

Pet's Name: _____

Breed, if known (*optional*): _____

Pet's Date of Birth (*best approximation*): _____

Gender of Pet (*check one*): Male ____ Female ____

Name of Pet's Veterinarian (*if applicable*): _____

Veterinarian's Address: _____

Veterinarian's Telephone Number: _____

Name or Variety of Dog Treat Products You Purchased and/or Were Consumed by Your Pet:

Date of Your First Purchase of Dog Treat Product(s) by Your Pet (*if applicable*):

Date Your Pet Consumed Dog Treat Product(s) (*best approximation, if applicable*):

Date(s) of Your Pet's Injury (if any) and/or Death (*best approximation, if applicable*):

III. <u>REIMBURSEMENT FOR EXPENSES RELATING TO THE TREATMENT, TESTING, DEATH OF OR INJURY TO YOUR PET</u>
--

A. VETERINARY TESTING AND TREATMENT

Check ONE of the following three categories and fill in the corresponding blank:

1. ____ **My pet showed no signs of illness and never became sick** after eating the Dog Treat Products, but I took my pet to a veterinarian to be tested for illness related to the Dog Treat Products.

My total veterinary expenses were: \$_____

Date(s) of Veterinary Treatment: _____

2. ____ **My pet became sick** (i.e., developed symptoms such as vomiting, lethargy, decreased appetite, seizures, increased urination and/or increased water intake) **but did not die** after eating Dog Treat Products, and I took the pet to a veterinarian for treatment.

My total veterinary expenses were: \$_____

Date(s) of Veterinary Treatment: _____

3. ____ I took my pet to a veterinarian for treatment or examination and **my pet died** after eating the Dog Treat Products.

My total veterinary expenses were: \$_____

Date(s) of Veterinary Treatment: _____

To recover the maximum amount you can from the Settlement Fund, attach proof of your veterinary expenses and treatments, such as veterinarian bills, veterinarian records, cancelled checks, receipts, credit card receipts or statements, or a statement from your veterinarian. To the extent that you do not have documentation of these expenses, you should provide information regarding those expenses below in Section V. Your recovery may be limited by the Claims Administrator and is subject to the \$300 maximum aggregate recovery for undocumented economic damages. You will only be reimbursed for veterinary services that are related to your pet's use or consumption of the Dog Treat Product(s) and not for unrelated veterinary services.

B. DEATH

If your pet died as a result of eating Dog Treat Products, in addition to other economic damages, you may be eligible to receive reimbursement for the following types of expenses to the extent they are reasonable:

1. PET AUTOPSY/NECROPSY:

Total Expense: _____

2. PUTTING YOUR PET TO SLEEP/EUTHANASIA:

Total Expense: _____

3. CREMATION:

Total Expense: _____

4. BURIAL/SPECIALTY SERVICES (COMBINATION OF EUTHANASIA/CREMATION):

Total Expense: _____

To recover the maximum amount you can from the Settlement Fund, attach proof of the expenses and services. Examples of such proof are veterinarian bills, veterinarian records, pet cemetery bills, cancelled checks, receipts, credit card receipts or statements, or a statement from your veterinarian or other person(s) performing the services listed above for which you want reimbursement. To the extent that you do not have documentation of these expenses, you should provide information regarding those expenses below in Section V. Your recovery may be limited by the Claims Administrator and is subject to the \$300 maximum aggregate recovery for undocumented economic damages.

5. PET REIMBURSEMENT

If your pet died, you may be reimbursed for either the cost or fair market value of your deceased pet, whichever is higher.

The cost or fair market value of my deceased pet was \$_____.

To recover the maximum amount you can from the Settlement Fund, attach a copy of proof of the cost or fair market value of your deceased pet. Acceptable proof includes a receipt, bill, credit card statement, canceled check, AKC Registration, third party appraisal or other proof of the cost or fair market value of your pet. To the extent that you do not submit documentation of these items, you should provide information regarding those expenses below in Section V. Your recovery may be limited by the Claims Administrator and is subject to the \$300 maximum aggregate recovery for undocumented economic damages.

IV. DOG TREAT PRODUCT PURCHASE INFORMATION

You may also be entitled to reimbursement for the purchase of Dog Treat Products for which you have not already been reimbursed, including by previous return or exchange of product.

Total cost of unreimbursed Dog Treat Products: _____

To recover the maximum amount you can from the Settlement Fund for unreimbursed Dog Treat Products, attach documentation showing your purchase of Dog Treat Products. Acceptable proof includes receipts, cancelled checks, credit card statements, copies of the product labels, other records from place of purchase, or other records that could show you bought the food and how much you paid. To the extent that you do not submit documentation of these items, you should provide information regarding those expenses below in Section V, and your recovery may be limited by the Claims Administrator.

DATE OF PURCHASE (Month/Date/ Year)	PLACE OF PURCHASE (Store/City/State)	PRODUCT PURCHASED (Brand/Variety or Product Name)	NUMBER OF BAGS PURCHASED (Type/Size)	TOTAL COST
/ /				
/ /				
/ /				
/ /				
/ /				

(Add additional pages, if necessary)

V. EXPLANATION OF UNDOCUMENTED ECONOMIC DAMAGE

If you did not provide documentation to support some or all of your economic damage claims, you should try to provide as much information in this section as possible about the basis of those claims that are not documented and why you did not provide documentation. Providing this explanation will help the Claims Administrator evaluate your claim.

Attach additional pages if necessary.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

VI. PRIOR REIMBURSEMENT

You may already have been reimbursed by claims relating to your purchase or your pet's use or consumption of Dog Treat Products. **Please indicate whether you have previously submitted claims for reimbursement or compensation to Nestle Purina PetCare Company/Waggin' Train LLC, a retailer, or an insurance company.**

Yes ____ or No ____

If you answered no, then you can proceed to Section VII, sign the Claim Form, and mail, fax or email (by .pdf) it to the address on the front of the Form.

If you answered yes, then please provide the following information:

Name of Person Submitting Claim for Reimbursement: _____

Name of the Pet: _____

Name of Entity that Received Claim: _____

Address: _____

The date(s) on which claim(s) for reimbursement was or were made:

Was Reimbursement Provided? Yes ____ or No ____

Amount of Reimbursement: _____

IMPORTANT INFORMATION REGARDING REIMBURSEMENT: If you have been previously reimbursed by Nestle Purina PetCare Company/Waggin' Train LLC, a retailer, or an insurance company for expenses associated with the Dog Treat Products, then the reimbursed amount will be deducted from the total amount owed to you as part of this settlement. If the total amount of your previous reimbursement from is greater than the total amount that you are entitled to as part of this claims program, then you will not receive any further reimbursement as part of this settlement.

VII. VERIFICATION

I declare under the penalty of perjury that the above information is true and correct. I understand that the above information will be reviewed and verified by a representative from the Claims Administrator. I hereby authorize a representative from the Claims Administrator to contact me or my veterinarian, or both, for more information, and authorize the Claims Administrator to share the information contained within this Claim Form with my veterinarian, as necessary, to properly evaluate my claim.

Signature

Date

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

Please mail, fax or email (by .pdf) your completed claim form, with all required documentation, by no later than [DEADLINE] to:

[insert claims administrator name and contact info]

If you would like confirmation that your Claim Form has been received, then you may send it by certified mail, return receipt requested. You may also call the Claims Administrator at the above number.

It will take some time for the Claim Administrator to review and process your claim. Please check [WEBSITE] periodically for updates on the Settlement and the claims process.

Additional copies of the Full Notice and this Claim Form are available at [INSERT WEBSITE]. If you have any questions about the Full Notice or Claim Form, please contact the Claims Administrator at #-###-###-#### or visit [INSERT WEBSITE].

EXHIBIT 9: FINAL APPROVAL ORDER AND JUDGMENT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

_____	)	Judge Robert W. Gettleman
Dennis Adkins, et al.)	
	)	Case No. 12-cv-2871
Plaintiffs,)	
v.	)	CONSOLIDATED WITH:
	)	Case No. 12-cv-880 (D. Conn)
Nestle Purina PetCare Company, et al.,	)	Case No. 12-cv-4785 (N.D. Cal.)
	)	Case No. 12-cv-4774 (N.D. Cal.)
Defendants.)	
_____)	
)	
Faris Matin, et al.	)	Case No. 13-cv-1512
)	
Plaintiffs,)	
v.)	
)	
Nestle Purina PetCare Company, et al.,)	
)	
Defendants.)	
_____)	
)	
Rosalinda Gandara, et al.	)	Case No. 13-cv-4159
)	
Plaintiffs,)	
v.)	
)	
Nestle Purina PetCare Company, et al.,)	
)	
Defendants.)	
_____)	

**[PROPOSED] ORDER APPROVING CLASS ACTION SETTLEMENT, CERTIFYING
SETTLEMENT CLASS AND DIRECTING ENTRY OF FINAL JUDGMENT**

A hearing having been held before this Court on _____, 2014,
pursuant to the Court’s Order Granting Preliminary Approval of Class Action Settlement,
Approval of Proposed Form of Notice, and Preliminary Certification of Settlement Class (the
“Preliminary Approval Order”) of _____, 2014, upon a Stipulation of Class

Action Settlement (“the Agreement”), dated _____, 2014, entered in relation to the above-captioned litigation (the “Actions”); it appearing that due notice of said hearing has been given in accordance with the Preliminary Approval Order and that said notice was adequate and sufficient and in accordance with the Court’s Preliminary Approval Order; the represented parties having appeared by their attorneys of record; an opportunity to be heard having been given to all other persons desiring to be heard as provided in the notice; and having considered the terms of the proposed Settlement as set forth in the Agreement, a copy of which has been submitted to the Court, and having reviewed and considered the applications of Plaintiffs’ Counsel for an award of attorneys’ fees and expenses, and having considered all of the submissions and arguments with respect to the Settlement, the Court makes the following FINDINGS:

A. This Court has jurisdiction over the subject matter of the Action pursuant to 28 U.S.C. §1332, and all acts within the Action, and over all the parties to the Action, and all members of the Settlement Class.

B. This Final Judgment and Order of Dismissal incorporates herein and makes a part hereof, the Agreement, including the Exhibits thereto. Unless otherwise provided herein, the terms defined in the Agreement shall have the same meanings for purposes of this Final Judgment and Order of Dismissal.

C. Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the notice requirements specified by the Court in the Preliminary Approval Order. Such notice fully and accurately informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members

adequate instructions and a variety of means to obtain additional information; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class members; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

D. A full opportunity was afforded to the Settlement Class Members to participate in, comment on, Opt Out and/or object to the Settlement, notice, and claims procedure. A list of those Members of the Settlement Class who have timely elected to Opt Out of the Settlement and the Settlement Class and who therefore are not bound by the Settlement, the provisions of the Settlement Agreement, this Order, and the Judgment to be entered by the Clerk of Court hereon, has been submitted to the Court as an exhibit to the declaration of the Claims Administrator dated _____, 2014. A copy of such exhibit is attached hereto and incorporated by reference herein. All other members of the Settlement Class (as permanently certified below) shall be subject to the all of the provisions of the Settlement, this Order, and the Judgment to be entered by the Clerk of Court.

E. The Court has held a hearing to consider the fairness, reasonableness, and adequacy of the Settlement, has been advised of any and all objections to the Settlement, and has given fair consideration to such objections.

F. The Settlement, as provided for in the Agreement, is in all respects fair, reasonable, adequate, and proper and in the best interests of the Settlement Class. In reaching this conclusion, the Court has considered a number of factors, including: (1) the complexity, expense, and likely duration of the litigation; (2) the reaction of the Settlement Class to the settlement; (3) the stage of the proceedings; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability

of the Defendants to withstand a greater judgment; (8) the range of reasonableness of the Settlement Fund in light of the best possible recovery; and (9) the range of reasonableness of the Settlement Fund to a possible recovery in light of all the attendant risks of litigation. *See Isby v. Bayh*, 75 F.3d 1191, 1199 (7th Cir. 1996).

G. The bar order provision of this Order, which prohibits the assertion of claims against the Released Parties, as set forth below, is a condition of the Settlement and a significant component of the consideration afforded to the Released Entities in the Settlement, and that provision is reasonable under the circumstances.

H. The dismissal with prejudice and entry of Judgment contemplated by the Agreement and this Order will dispose of all of the claims at issue by the Class Representatives and all Settlement Class Members against all Defendants, provided that the claims of those Settlement Class Members who elected to opt out of the Settlement Class are dismissed without prejudice. The Court finds that there is no just reason for the delay in entering judgment in the form attached hereto (the “Judgment”) dismissing the Actions with prejudice as to all Defendants and that entry of the Judgment to that effect, as directed below, is warranted under Rule 54(b) of the Federal Rules of Civil Procedure.

On the basis of the foregoing findings and the submissions and proceedings referred to above, NOW THEREFORE, IT IS HEREBY ORDERED ADJUDGED AND DECREED:

Certification of the Settlement Class and Approval of the Settlement

1. Based on the record before the Court, including all submissions in support of the Agreement, objections, and responses thereto, as well as the Settlement set forth in the Agreement, this Court finds that the applicable requirements of Federal Rule of Civil Procedure 23 have been satisfied with respect to the Settlement Class and the proposed Settlement. The Settlement Class is certified under the applicable provisions of Federal Rule of Civil Procedure

23(a) and 23(b)(3). Specifically, this Court finds that, with regard to the proposed Settlement Class, Rule 23(a) is satisfied in that (1) the Settlement Class, as defined below, is so numerous that joinder of all members is impracticable; (2) there are questions of law and fact common to members of the Settlement Class; (3) Plaintiffs' claims are typical of the claims of members of the Settlement Class; and (4) Settlement Class Counsel and the Class Representatives have fairly and adequately protected the interests of the Settlement Class.¹ Furthermore, with regard to the proposed Settlement Class, Rule 23(b)(3) is satisfied in that issues of law and fact that are common to the Settlement Class predominate over those affecting individual Settlement Class members and a class action is the superior method to adjudicate these claims. The Actions are permanently certified as a class action on behalf of the following persons (the "Settlement Class"):

All persons and entities who purchased, used or obtained, or whose pets used or consumed a Dog Treat Product. The Settlement Class does not include Released Entities, as well as any judicial officer presiding over the Actions, or their immediate families.

Dog Treat Products means any dog treat product imported from China or dog treat product containing any ingredient imported from China and sold under the "Waggin' Train" and "Canyon Creek Ranch" brand names, including the Dog Treat Products listed in Exhibit 2 to the Agreement. This certification is for settlement purposes only and shall not constitute, nor be construed as, an admission on the part of the Defendants that the Actions, or any other proposed or certified class action, is appropriate for any other purpose, including, without limitation, for trial class treatment. Entry of this Order is without prejudice to the rights of Defendants to (a) oppose certification in the Actions, and seek decertification or modification of the Settlement Class as certified, should the Settlement not be approved or implemented for any reason; or (b)

¹ The Court notes that because certification is for settlement purposes only, and not for litigation purposes, the Court need not consider whether the case, if tried, would present intractable manageability problems.

terminate the Agreement as provided in the Agreement. The persons identified on the list submitted to the Court (and attached hereto as an exhibit) as having timely and properly opted out from the Settlement and the Settlement Class are hereby excluded from the Settlement Class and they shall not be entitled to any of the monetary benefits afforded to the Settlement Class under the Agreement.

2. For purposes of the Settlement only, the Class Representatives are certified as representatives of the Class and Plaintiffs' Counsel is appointed counsel to the Settlement Class. The Court concludes that Plaintiffs' Counsel and the Class Representatives have fairly and adequately represented the Settlement Class with respect to the Settlement and the Agreement.

3. Notwithstanding the certification of the foregoing Settlement Class and appointment of Class Representatives for purposes of effecting the Settlement, if this Order is reversed on appeal or the Agreement is terminated in accordance with the provisions of the Agreement, the foregoing certification of the Settlement Class and appointment of Class Representatives shall be void and of no further effect and the parties to the Settlement shall be returned to the status each occupied before entry of the Preliminary Approval Order, without prejudice to any legal argument that any of the parties to the Agreement might have asserted but for the Agreement.

4. Pursuant to Federal Rule of Civil Procedure 23(e), the Court grants final approval to the Settlement and has found that the Settlement, including the plan for allocation of the net Settlement Fund to Settlement Class Members that make timely and valid claims for reimbursement, is fair, reasonable and adequate, and in the best interests of the Settlement Class as a whole. Accordingly, the Court hereby directs that the Settlement be effected in accordance with the terms and provisions of the Agreement, as well as the terms and provisions hereof.

Release and Injunctions Against Released Claims

5. It is hereby ordered that the Releases as set forth in the Agreement shall have full force and effect. Consequently, by entry of this Order and Judgment, each Settlement Class member shall, as set forth below, be deemed to have fully released, waived, relinquished, and discharged, to the fullest extent permitted by law, all Released Claims that the Settlement Class members may have against the Released Parties.

6. “Released Claims” are all claims, demands, actions, suits, and/or causes of action arising on or before the Effective Date that have been brought or could have been brought, are currently pending or were pending, or are ever brought in the future, by any Settlement Class Member against Nestle Purina, Waggin’ Train, or any Released Entity, in any forum in the United States (including any forum in which a United States Court sits), whether known or unknown, suspected and unsuspected, ripe and contingent, asserted or unasserted, under or pursuant to any statute, regulation, common law or equity, that relate in any way, directly or indirectly, to products, facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters referenced in any claim raised or that could have been raised by any Settlement Class Member in the Actions. For purposes of the Agreement, “Released Claims” do not include any personal injury claims arising from human consumption of the Dog Treat Products, or for any claims for breach of the Agreement, nor any claims, demands, actions, suits, or causes of action that have been brought, could have been brought, or are brought in the future by any Defendant or Released Entity against any other Defendant or Released Entity, for indemnity.

7. “Released Entities” means Defendants and any and all entities and individuals that are alleged to have handled, distributed, purchased for resale and/or redistribution, supplied, manufactured and/or sold or offered for sale any Dog Treat Products, including but not limited to

each of the retailers mentioned in any of the pleadings filed in the Actions (Wal-Mart Stores, Inc. dba Sam's Club; PetSmart, Inc.; Target Corporation; Costco Wholesale Corporation; CVS Caremark Corporation dba Caremark Advanced Technology Pharmacy, LLC and CVS Pharmacy, Inc.; Walgreen Company; Pet Supplies Plus of Connecticut XI, LLC; Rite Aid Corporation; BJ's Wholesale Club, Inc.; and Stater Bros. Markets, Inc.), as well as their respective insurers, parent companies, subsidiaries, affiliates, and all of their respective franchisees, and the officers, directors, trustees, shareholders, unit holders, partners, governors, managers, employees, agents, assignees, successors and heirs, members, and all individuals and entities subject to potential liability by or through the actions or inactions of any of the foregoing and all individuals or entities who, by or through their actions or inactions potentially subject any of the foregoing to liability any and all of them. The inclusion of any entity that is not a Party to the Agreement in the foregoing list of Released Entities shall not constitute a waiver of any defenses any such entity has as to improper service or lack of personal jurisdiction.

8. All Releasing Parties are permanently enjoined from:

(A) Filing, commencing, prosecuting, continuing, maintaining, intervening in, participating in (as class members or otherwise), voluntarily cooperating with, or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding or order in any jurisdiction based on any or all Released Claims against one or more Released Entities or against any person or entity who may claim over against any Released Entity for contribution or indemnity;

(B) Instituting, continuing, maintaining, organizing class members in, or joining with class members in, intervening in, voluntarily cooperating with, or receiving any benefits from any action or arbitration, including but not limited to a purported class action, in

any jurisdiction, against one or more Released Entities, or against any person or entity who may claim over against any Released Entity for contribution or indemnity, based on, involving, or incorporating, directly or indirectly, any or all Released Claims;

(C) Filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), voluntarily cooperating with, or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding, or order in any jurisdiction based on an allegation that an action taken by the Released Entities, which is in compliance with the provisions of the Agreement, violates any legal right of any Settlement Class Member; and

(D) Filing, commencing, prosecuting, continuing, maintaining, intervening in, participating in (as class representatives, members or otherwise), voluntarily cooperating with, or receiving any benefits from any lawsuit, arbitration, administrative or regulatory proceeding or order in any jurisdiction based upon or related to any Released Claim against any person or entity who is, has been, could have been, or could be alleged to be a joint-tortfeasor, co-tortfeasor, co-conspirator, or co-obligor with any Released Entity based upon or related to any Released Claim.

9. In addition to the above, the Releasing Parties and each of them are deemed to have agreed and covenanted not to sue or prosecute, institute or cooperate in the institution, commencement, filing or prosecution of any suit or proceeding in any forum against any Released Entity, or against any other person or entity who may claim contribution or indemnity from or against any Released Entity, based upon or related to any Released Claim.

10. Upon entry of this Order and Judgment, each of the Released Entities shall be deemed to have fully, finally, and forever released, discharged, and extinguished all Plaintiffs, Plaintiffs' Counsel, and all members of the Settlement Class, and their respective present and

former parents, subsidiaries, divisions, and affiliates, the present and former partners, employees, officers and directors of each of them, the present and former attorneys, accountants, experts, consultants, insurers, and agents, members, and all individuals and entities subject to potential liability by or through the actions or inactions of any of the foregoing and all individuals or entities who, by or through their actions or inactions potentially subject any of the foregoing and to liability any and all of them, each of the foregoing solely in their capacity as such, and the ancestors, spouses, descendants, predecessors, successors, heirs, and assigns of each, from all claims based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Actions or the Released Claims; provided, however, that such release does not include claims for breach of the Agreement, nor does it include all claims, rights or causes of action or liabilities whatsoever related to the enforcement of the Settlement, including, without limitation, any of the terms of the Agreement or orders or judgments issued in connection with the Settlement.

11. In addition to the Release provided in Paragraph 6, upon entry of this Order and Judgment, each of the Releasing Entities shall be deemed to have fully, finally, and forever released, discharged, extinguished, all Defendants and any entity formerly named as a defendant in the Actions, Defendants' Counsel, their respective present and former parents, subsidiaries, divisions, and affiliates, the present and former partners, employees, officers and directors of each of them, the present and former attorneys, accountants, experts, consultants, insurers, and agents, members, and all individuals and entities subject to potential liability by or through the actions or inactions of any of the foregoing and all individuals or entities who, by or through their actions or inactions potentially subject any of the foregoing to liability any and all of them, each of the foregoing solely in their capacity as such, and the predecessors, successors, heirs, and

assigns of each, from all claims based upon or arising out of the institution, prosecution, assertion, defense, settlement, and/or resolution of the Actions or the Released Claims; provided, however, that such release does not include claims for breach of this Agreement, nor does it include all claims, rights or causes of action or liabilities whatsoever related to the enforcement of the Settlement, including, without limitation, any of the terms of the Agreement or orders or judgments issued by the Court in connection with the Settlement.

12. With respect to all Released Claims, the Releasing Parties and each of them agree that they are expressly waiving and relinquishing, to the fullest extent permitted by federal law, state law, foreign law or principles of common law, any rights that may have the effect of limiting the releases set forth in that paragraph. The agreement reflected in this paragraph shall include a waiver of any rights pursuant to Section 1542 of the California Civil Code and any similar, comparable or equivalent provision. California Civil Code Section 1542 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.

Notwithstanding Section 1542 of the California Civil Code, or any other statute or rule of law of similar effect, the Agreement shall be given full force and effect according to each and all of its expressed terms and provisions, including those related to any unknown or unsuspected claims, liabilities, demands, or causes of action which are based on, arise from or are in any way connected with, the Actions. All Parties to the Agreement, and each of them, may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of the releases that, if known or suspected at the time of executing the releases, may have materially affected the settlement reflected in the Agreement. Nevertheless, all Parties to the Agreement are held to have waived any right, claim or cause of

action that might arise as a result of such different or additional claims or facts. All Parties to the Agreement are held to have been advised specifically by their legal counsel of the effect of this waiver, and they expressly acknowledge that they understand the significance and consequence of this expressed waiver of California Civil Code § 1542 and any similar, comparable or equivalent provision.

13. If any Releasing Party sues any Released Entity for any of the Released Claims, the sued Released Entity shall, in addition to any and all other remedies, recover his, her or its reasonable costs and attorneys' fees incurred in defending such suit and/or in seeking to enforce the injunctions in this Section and in the Court's Preliminary Approval Order and Final Approval Order, provided that: (1) the Court determines that the action is brought by a Releasing Party against a Released Entity and asserts Released Claims; (2) the sued Released Entities first give written notice via email or overnight mail (with delivery tracking available), along with a copy of the Agreement, the Court's signed Final Approval Order and Judgment, and the Long-Form Notice, notifying the suing Releasing Party or their counsel that he/she/it is suing for Released Claims, and give the Releasing Party fourteen (14) calendar days from the date of receipt within which to dismiss the Released Claims (the "Cure Period"); and (3) the Cure Period has lapsed. Nothing in this section, however, shall prohibit a Releasing Party from seeking a dismissal and/or moving the Court to enforce the injunctions in its Preliminary Approval Order or Final Approval Orders before the lapse of the Cure Period. In no event will a Released Entity be entitled to an award of attorneys' fees or costs from an unrepresented or pro se Releasing Party by force of and under Section V.H of the Agreement.

Application for Attorneys' Fees

14. Having read, heard, and considered the pleadings, declarations, exhibits submitted in connection with Plaintiffs' Counsel's Application for Award of Attorneys' Fees and

Expenses, finding that the requested attorneys' fees and expenses are reasonable and supported and that Plaintiffs' Counsel are awarded _____ in attorneys' fees and expenses in the amount of _____, plus interest earned on both amounts, to be allocated in the discretion of Co-Lead Class Counsel. In addition, each of the Class Representatives is awarded \$_____ for his or her service to the Settlement Class. Such fees and expenses shall be paid in accordance with the Agreement, specifically Sections VII.C and D thereof, which terms, conditions and obligations are incorporated herein.

15. The Court finds that the amount of fees awarded is fair and reasonable under the "percentage of recovery" method considering, among other things, that:

- (a) the requested fee is consistent with percentage fees negotiated in the private method for legal services;
- (b) the contingent nature of the Actions favors a fee award of 33%;
- (c) the Settlement Fund of \$6,500,000 and the Quality Control, Assurance and Communication were not likely at the outset of the Actions;
- (d) the awarded fee is in accord with Seventh Circuit authority and consistent with empirical data regarding fee awards in cases of this size;
- (e) the quality legal services provided by Plaintiffs' Counsel produced the settlement;
- (f) the stakes of the litigation favor the fee awarded; and
- (g) the reaction of the Settlement Class to the fee request supports the fee awarded.

16. The effectiveness of this Order and Final Judgment and the obligations of Plaintiffs and Defendants under the Settlement shall not be conditioned upon or subject to the

resolution of any appeal from this Order and Final Judgment that relates solely to the issue of Plaintiffs' Counsel's application for an award of attorneys' fees and expenses.

Other Provisions

17. Neither this Order, the Agreement nor any provision therein, nor any negotiations, statements, communications or proceedings in connection therewith, including the Court's certification of the Settlement Class and appointment of Class Representatives for settlement purposes only, shall be offered or received as, construed as, or be deemed to be evidence of, an admission or concession on the part of any of the Class Representatives, Plaintiffs' Counsel, any members of the Settlement Class, any Released Entity, or any other Person of any liability or wrongdoing by them, or that the claims and defenses that have been, or could have been, asserted in the Actions are or are not meritorious, or that Class Representatives, any member of the Settlement Class or any other person has or has not suffered any damage; *provided, however*, that the Agreement, this Order and the Judgment to be entered thereon may be filed in any action by any Released Entity seeking to enforce the Agreement or the Judgment by injunctive or other relief, or to assert defenses including, but not limited to, *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim. The terms of the Agreement and of this Order and the Judgment shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings that are subject to the Release and other prohibitions that are set forth in paragraphs 6, 8, 9, 10 and 11 of this Order that are maintained by, or on behalf of, the Releasing Parties or any other Person subject to the provisions of this Order.

18. In the event that the Effective Date cannot occur or the Agreement is canceled or terminated in accordance with the terms and provisions of the Agreement, then this Order and

the Judgment shall be rendered null and void and be vacated and all orders entered in connection therewith by this Court shall be rendered null and void.

19. Without further order of the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Stipulation.

20. In no event shall any balance of the Settlement Fund revert to Defendants. At such time as all valid Claims properly payable pursuant to the provisions of the Agreement are paid in full from the Settlement Fund by the Claims Administrator, if there is any balance remaining in the Settlement Fund after 180 days after the last check is issued, the Claims Administrator shall, if feasible, distribute such balance by way of *pro rata* payments to Settlement Class Members who submitted valid claims and who cashed their checks in an equitable and economical fashion. Thereafter, if any balance remains, the Claims Administrator shall remit that balance in equal amounts to the following charitable or non-profit organizations: UC Davis School of Veterinary Medicine and North Shore Animal League.

Entry of Judgment; Continuing Jurisdiction

21. The Parties to the Agreement are hereby authorized and directed to comply with and to consummate the Agreement in accordance with its terms and provisions, and the Clerk of the Court is directed to enter and docket the Judgment in the form attached to this Order dismissing the Actions (and any and all claims asserted herein at any time) in its entirety, as to all Defendants, with prejudice and without leave to amend, where such dismissal shall constitute a final judgment on the merits to which the principles of *res judicata* shall apply to the fullest extent of the law as to the Released Entities identified in the Agreement and herein, with each Party to bear his/her/its own costs and attorneys' fees (except as otherwise expressly provided herein).

22. Without affecting the finality of this Judgment, this Court shall retain exclusive and continuing jurisdiction over this action and the Parties, including all Settlement Class Members and Releasing Parties, for purposes of supervising, administering, implementing, enforcing, and interpreting the Settlement and the claims process thereunder; any application for attorneys' fees, expenses, and costs related to the Agreement; all proceedings related to the Agreement both before and after the Final Approval becomes final and is no longer subject to appeal; and over enforcement of the Final Approval Order and Judgment, including but not limited to the injunctions described in Paragraph 8.

SO ORDERED this ____ day of _____, 2014.

cc: Service List

The Honorable Robert W. Gettleman
United States District Judge

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

_____	)	Judge Robert W. Gettleman
Dennis Adkins, et al.)	
	)	Case No. 12-cv-2871
Plaintiffs,)	
v.	)	CONSOLIDATED WITH:
	)	Case No. 12-cv-880 (D. Conn)
Nestle Purina PetCare Company, et al.,	)	Case No. 12-cv-4785 (N.D. Cal.)
	)	Case No. 12-cv-4774 (N.D. Cal.)
Defendants.)	
_____)	
)	
Faris Matin, et al.	)	Case No. 13-cv-1512
)	
Plaintiffs,)	
v.)	
)	
Nestle Purina PetCare Company, et al.,)	
)	
Defendants.)	
_____)	
)	
Rosalinda Gandara, et al.	)	Case No. 13-cv-4159
)	
Plaintiffs,)	
v.)	
)	
Nestle Purina PetCare Company, et al.,)	
)	
Defendants.)	
_____)	

JUDGMENT DISMISSING ALL DEFENDANTS WITH PREJUDICE

In accordance with, and for the reasons set forth in, the Order Approving the Class Action Settlement, Certifying Settlement Class and Directing Entry of Final Judgment, entered on _____, all claims against all Defendants named in the above-captioned actions are dismissed with prejudice as to the Class Representatives and as to all Settlement Class Members pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, provided that the claims of those

Settlement Class Members who elected to opt out of the Settlement Class are dismissed without prejudice.

Date: _____

Clerk of Court