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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

PAUL GIFFORD, MARY LOU  
MOLINA, RANDY MILAND,  
KAREN PERRI on behalf of  
themselves and all others similarly  
situated,

Plaintiffs,

v.

PETS GLOBAL INC.,  
a California Corporation,

Defendant.

**Case No. 2:21-cv-02136-CJC-MRW**

**DECLARATION OF J. HUNTER  
BRYSON IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Judge: Hon. Judge Cormac J. Carney

1 I, J. Hunter Bryson, declare as follows:

2 1. I am a member in good standing of the State Bar of North Carolina and of  
3 the United States District Court for the Eastern District of North Carolina. I submit this  
4 Declaration in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action  
5 Settlement with Pets Global Inc.. I make this Declaration based on my personal  
6 knowledge and if called to testify, I could and would competently testify to the matters  
7 contained herein.

8 2. Attached hereto as **Exhibit 1** is a true and correct copy of the class action  
9 Settlement Agreement between Plaintiffs Paul Gifford, Mary Lou Molina, Randy  
10 Miland, (“Plaintiffs) and Pets Global Inc. (“Pets Global”). Attached to the Settlement  
11 Agreement are the following exhibits: Exhibit A – list of products included in the  
12 Settlement; Exhibit B – The Claim Form; Exhibit C – the Summary Notice; Exhibit D –  
13 A Proposed Final Approval Order; Exhibit E – A Proposed Final Judgment.

14 3. On March 3, 2021, after extensive investigation and expert analyses of  
15 various Pets Global Limited Ingredient Products, Plaintiffs filed the above-captioned  
16 putative class action lawsuit against Pets Global in this Court, Case No. 5:21-cv-02136-  
17 CJC-MRW.

18 4. This investigation included having the products at issue tested by an expert  
19 using the industry standard Q-PCR method of DNA testing that is FDA complaint.  
20 Plaintiffs’ expert concluded that the amount of non-conforming ingredients was  
21 material. Due to the number of conflicts that labs across the country had for testing pet  
22 food, it was difficult for Plaintiffs’ to find an expert willing to test the products at issue.  
23 Further Plaintiffs spent time ensuring the testing method was FDA complaint, which the  
24 FDA has a number of very specific factors to ensure quality control testing is done  
25 properly for petfood. Likewise, as included in Plaintiffs’ complaints, they gathered  
26 scholarly research on the pervasive problem of pet food mislabeling especially where  
27 manufacturers claim to be using specific, limited ingredients or claim to have eliminated  
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1 certain ingredients from their Products. In addition, the Plaintiffs consulted with an  
2 economist regarding the calculation of damages related to misrepresentations about  
3 product ingredients, including regarding calculating damages for paying a price  
4 premium for the inclusion or exclusion of certain key ingredients. This pre-litigation  
5 research ensured the case was properly vetted, but helped Plaintiffs understand the  
6 complexity of proving wide-spread liability and proving price premium damages.

7  
8 5. Soon after Plaintiffs filed their Complaint, the parties met and conferred  
9 about the matter and discussed the possibility of early resolution of the action. The  
10 parties' preliminary informal discussions resulted in an agreement to mediate with a  
11 retired judge/mediator.

12 6. On July 14, 2021, Plaintiffs and Defendant conducted a mediation with the  
13 Honorable Wayne Andersen (Retired) of JAMS Chicago. The parties engaged in an all  
14 day mediation and the case did not settle. Despite many conversations by both parties  
15 individually with Judge Andersen following the mediation, the parties were unable to  
16 come to an agreement. As a last attempt to see if the parties would come to an agreement,  
17 Judge Andersen made a mediator's proposal that both parties ultimately accepted. The  
18 parties did not discuss attorneys' fees and costs, or potential plaintiff service awards  
19 until after they agreed on the material terms and structure of the settlement, including  
20 the definition of the Class, the benefits to the Class, and the scope of released claims.

21 7. Over the next six-plus-week period, the parties have continued to negotiate  
22 settlement details, resolve their differences, and solidify the notification plan to  
23 maximize the reach of the settlement's notice to potential class members, made much  
24 more difficult by the lack of consumer names or purchase records, a problem that is  
25 inherent in any class action related to expendable pet food products and which prevents  
26 sending direct notice to the class.

27 8. Finally, on October 21, 2021, the parties' Agreement was finalized.

1           9. Pets Global would no doubt present a vigorous defense at trial and there is  
2 no assurance that the Class would prevail – or even if they did, that they would be able  
3 to obtain an award of damages significantly higher than achieved here absent such risks.

4           10. There were significant risks in pressing forward when Pets Global offered  
5 tangible cash relief, injunctive relief, and internal changes to enhance the quality of its  
6 petfood moving forward in this Settlement. Mainly, this case would have entailed a  
7 battle of the experts at a dispositive motion stage. In addition, if the case proceeded to  
8 trial, Plaintiffs may be required to prove that every member of the class purchased  
9 products that contained grain or chicken contaminants, which would likely be very  
10 difficult to do. In addition, Plaintiffs would have likely faced arguments from Pets  
11 Global that Plaintiffs’ testing methods were flawed, the products tested by Plaintiffs  
12 were not the products actually purchased by Plaintiffs, the amounts of grain and chicken  
13 found within the Zignature Limited Ingredient Diets was not material and Plaintiffs have  
14 no damages. There, this case could have been dismissed, and the Class could have  
15 received nothing. To maximize the benefits to the Class, Class Counsel and Plaintiffs  
16 entered into this settlement and believe it is in the best interest of the Class.

17           11. In the eyes of Class Counsel, the proposed Settlement provides the Class with  
18 an outstanding opportunity to obtain significant relief at this stage in the litigation. The  
19 Settlement also abrogates the risks that might prevent them from obtaining any relief.

20           12. In the Settlement, Pets Global has agreed to settle this matter with both Class  
21 Members who have proofs of purchase and those who do not. A Class Member who  
22 provides valid Proofs of Purchase for qualifying products during the Class Period may  
23 recover ten dollars (\$10.00) for every ten dollars (\$10.00) spent, up to one hundred  
24 dollars (\$100) per household as reflected in the valid Proofs of Purchase. A Class  
25 Member who does not provide valid Proof of Purchase may recover exactly five dollars  
26 (\$5.00) per Household. Although individual and households are capped as described  
27 above, the Settlement has no cap on the cumulative amount that will be paid to the Class  
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1 by Defendant. The amounts derived are commensurate with the calculated price  
2 premium Plaintiffs paid for the Zignature Limited Ingredient Diets based on the  
3 allegations the products were not “grain free” or contained “no chicken”. Therefore,  
4 even on Plaintiffs’ best day at trial, they would not exceed what is secured in this  
5 settlement.

6 13. Further, Pets Global agreed to implement significant injunctive relief in this  
7 case. Pets Global has agreed to remove any and all “chicken free” and “grain free”  
8 representations on all of its products. These representations were the representations at  
9 issue in this action and the representations Plaintiffs alleged were false and misleading.  
10 Pets Global is permitted to sell any products it has manufactured as of the date of  
11 implementation, which is the date the Final Approval Order is entered. Notably, there is  
12 no end date in which Pets Global may resume using the representations at issue.

13 14. In addition, Pets Global agreed to audit all of the manufacturing plants of  
14 suppliers for a period of 5 years following the Court’s Final Approval Order. The audits  
15 of Pets Global’s suppliers will happen at least once a year and include the following: the  
16 visual inspection of all manufacturing machines that process, store, or otherwise come  
17 into contact with the petfood manufactured within said facility and purchased by Pets  
18 Global, an audit of the manufacturer’s manufacturing process and sourcing records, to  
19 confirm the accuracy of the ingredients being used in Pets Global’s products, and  
20 ensuring that all of the manufacturing processes used by the manufacturing plant adhere  
21 to quality control standards.

22 15. Here, the Settlement was negotiated by counsel with extensive experience in  
23 consumer class action litigation, and more specifically in litigation related to mislabeling  
24 and pet foods. See **Exhibit 2** (firm resume of Milberg Coleman Bryson Phillips  
25 Grossman, PLLC).

26 16. Class Counsel are active practitioners who are highly experienced in class  
27 action, consumer fraud, and mislabeling litigation.  
28

1           17. Based on my experience, I believe the Settlement provides exception results  
2 for the Class while sparing the Class from the uncertainties of continued and protracted  
3 litigation.

4           18. I was Settlement Class Counsel in *Shaw et al v. Costco Wholesale*  
5 *Corporation et al*, 2:20-cv-01620-RAJ (W.D. Wash). In that case, at the conclusion of  
6 the claims period the claims the settlement received 22,520 without proof of purchase  
7 (\$5 per claim) and 1,562 claims with proof of purchase (up to \$100) for a total of 24,082.  
8 In total, amount claimed by class member was \$221,370 at the final approval hearing.  
9 Settlement Class Counsel never knew the exact number of estimated class members in  
10 that case, but the notice program provided for 83% reach. Settlement Class Counsel  
11 requested and was awarded \$1,150,376 in attorneys' fees and \$49,624 in costs. The case  
12 settled prior to the filing of a motion to dismiss by the defendant.

13           19. I was Settlement Class Counsel in *Sarah Hill et al v. Canidae Corporation*,  
14 5:20-cv-01374-JGB-SP, (C.D. Cal.). In that case at the final approval hearing, the  
15 settlement had received 48,080 claims with time still remaining in the claims period. Of  
16 these 48,080 claims, 2,000 were filed with a proof of purchase (\$5 for every \$50 dollar  
17 spent up to \$125) and 46,080 were filed without proof of purchase (\$5). The maximum  
18 payout the claimants would receive was \$480,400. At the conclusion of the claims period  
19 after the settlement administrator reviewed the validity of the submitted claims, the  
20 settlement had 37,096 valid claims and paid \$189,660 to class members. Settlement  
21 Class Counsel never knew the exact number of estimated class members in that case,  
22 but the notice program provided for 75% reach. Settlement Class Counsel requested fees  
23 of \$1,284,889 and \$15,100 in out-of-pocket costs. The court approved Settlement Class  
24 Counsel's rates, but reduced Settlement Class Counsel's fees to \$953,740.00 by  
25 applying a 2.0 multiplier rather than the requested 2.9 multiplier. The case settled prior  
26 to the filing of a motion to dismiss by the defendant.



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# EXHIBIT 1

## **1SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between the following parties on August 24, 2021: Plaintiffs Paul Gifford, Mary Lou Molina, Randy Miland (“Plaintiffs” or “Class Representatives”), and Defendant Pets Global Inc. (“Pets Global”) (collectively, the “Parties”), in the action entitled *Gifford et al., v. Pets Global Inc.*, Case No. 2:21-CV-02136-CJC-MRW (C.D.Cal.).

### **I. DEFINITIONS**

As used in this Agreement and all related documents, the following terms have the following meanings:

A. “Action” means *Gifford et al., v. Pets Global Inc.*, Case No. 2:21-CV-02136-CJC-MRW (C.D.Cal.).

B. “Agreement” means this Settlement Agreement and Release.

C. “Amended Complaint” means Amended Class Action Complaint filed in the Action on June 2, 2021 and which will be the operative pleading for purposes of entering the Final Approval Order and Final Judgment.

D. “Challenged Representations” means any representation made by Pets Global, whether on a pet food product label or in ancillary marketing, that states or suggests that the Products are “grain free” or “chicken free”.

E. “Claim” means the claim of a Settlement Class Member submitted as provided in this Agreement.

F. “Claimant” means a Settlement Class Member who submits a Claim Form.

G. “Claim Form” means a claim form in substantially the same form and substance as the claim form attached hereto as Exhibit B. The parties recognize and agree that the Claim Form may be revised to apply fraud-filtering measures (such measures to be provided by the Settlement Administrator prior to the Notice Period) to Claimants that receive a Claim Form by U.S. mail and agree that the on-line Claim Form may appear in a different format.

H. “Claim Period” means the time period in which Class Members may submit a Claim Form for review to the Class Action Settlement Administrator. The Claim Period shall run from the date that the Class Notice is initially disseminated until thirty (30) days after the date of Final Approval of the Settlement.

I. “Claims Process” means the process for Settlement Class Members’ submission of Claims as described in this Agreement.

J. “Class Counsel” (also referred to as “Plaintiffs’ Counsel”) means J. Hunter

Bryson, Alex Strauss, Gregory Coleman, and Daniel K. Bryson of Milberg Coleman Bryson Phillips & Grossman, PLLC. Plaintiffs' Counsel also includes any partner or attorney employed by these law firms.

K. "Class Notice" means notice of the proposed settlement to be provided to Settlement Class Members under Section VII of the Agreement substantially in the form attached as Exhibit B and Exhibit C.

L. "Class Period" means June 2, 2017 (four years prior to the filing of the First Amended Complaint) through the date of Preliminary Approval of the Settlement.

M. "Class Representatives" means Paul Gifford, Mary Lou Molina, and Randy Miland.

N. "Court" means the United States District Court for the Central District of California in which the "Action" is pending.

O. "Effective Date" means (a) if no objection is raised to the proposed settlement at or prior to the Final Approval Hearing, the date on which the Final Approval Order and Judgment is entered; or (b) if any objections are raised to the proposed settlement at or before the Final Approval Hearing and not withdrawn prior to the Final Judgment, the latest of (i) the expiration date of the time for filing or notice of any appeal from the Final Approval Order and Judgment, (ii) the date of final affirmance of any appeal of the Final Approval Order and Judgment, (iii) the expiration of the time for, or the denial of, a petition for writ of certiorari to review the Final Approval order and Judgment and, if certiorari is granted, the date of final affirmance of the Final Approval Order and Judgment following review pursuant to that grant; or (iv) the date of final dismissal of any appeal from the Final Approval Order and Judgment or the final dismissal of any proceeding on certiorari to review the final approval order and judgment; provided, however, that any appeal that exclusively concerns the award of attorneys' fees, expenses, and/or incentive awards shall not delay the Effective Date of the Settlement.

P. "Final Approval Hearing" means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the settlement set forth herein as fair, reasonable, and adequate. The Parties agree to seek a date for the Final Approval Hearing approximately one hundred and fifty (150) days following entry of the Preliminary Approval Order.

Q. "Final Approval Order" means the order which the Court enters adjudging the Settlement to be fair, reasonable, and adequate.

R. "Final Judgment" means the judgment the Court enters, finally approving the Agreement and class settlement.

S. "Household" means, without limitation, all Persons who share a single physical address. For all Persons who are a legal entity such as a corporation, partnership, business organization or association, or any other type of legal entity, there can be only one physical

address used even if such Person has multiple offices.

T. “Internet Notice” means notice of the proposed settlement to be provided to potential Settlement Class Members under Section VII of the Agreement.

U. “Objection/Exclusion Deadline” means the date twenty-one (21) days prior to the Final Approval Hearing.

V. “Objector” means a Settlement Class Member who objects to final approval of the Settlement.

W. “Parties” means the Class Representatives and the Defendant.

X. “Plaintiffs” means Plaintiffs Paul Gifford, Mary Lou Molina, Randy Miland.

S. “Preliminary Approval” means the date the Court preliminarily approves the settlement of the Action, including but not limited to, the terms and conditions of this Agreement.

T. “Products” means all pet food products manufactured or produced for Pets Global and marketed or labelled as “grain free” or “chicken free” or with some similar designation claiming the absence of any grain or chicken, and including without limitation all Zignature products manufactured by Pets Global and those products listed in Plaintiffs’ Amended Complaint filed on June 2, 2021. A list of all products covered by this settlement are attached as Exhibit A.

U. “Proof of Purchase” means receipts, copies of receipts, or other documentation that reasonably establishes the fact and date of the purchase of the Product during the Class Period in the United States or its territories.

V. “Settlement” means settlement of the Action pursuant to the terms and conditions of this Settlement Agreement and Release.

W. “Settlement Administrator” means the neutral third-party agent or administrator jointly agreed to by the Parties and appointed by the Court. The Parties agree that JND Legal Administration shall be retained to implement the notice, claims, and settlement requirements of this Agreement. Any and all agreements with the Settlement Administrator shall be in writing and subject to the approval of the Settling Defendant and Class Counsel. The Settling Defendant shall bear sole responsibility for all payments to the Settlement Administrator without any dilution to monies due to be paid herein to Settlement Class Members and Class Counsel. Further, all actions of the Class Action Settlement Administrator shall be subject to the oversight of the Parties. The Parties agree and confirm that neither Class Counsel nor Pets Global (including Pets Global’s Counsel) will enter into any confidential agreements with the Settlement Administrator without obtaining written express consent from the other Party.

X. “Settlement Benefit” means the monetary relief available to Settlement Class Members for submitting a Valid Claim under this Agreement.

Y. “Settlement Class” means: All persons residing in the United States who purchased the Products primarily for personal, family or household purposes, and not for resale, during the Class Period. Excluded from the Settlement Class shall be jurists, mediators, plaintiffs’ or defense counsel and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; any government entity; Pets Global, any entity in which Pets Global has a controlling interest, any of Pets Global’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family.

Z. “Settlement Class Member” means any member of the Settlement Class. Settlement Class Members shall be restricted to a single person per Household, such that multiple individuals from the same Household may not submit a Claim or otherwise receive a benefit via this Agreement. For example, three individuals from the same Household may not receive a benefit from this Agreement, even if all three individuals show Proof of Purchase or submit a valid Claim Form. Only one individual from that Household may receive a benefit under this Agreement.

AA. “Settling Defendant” means Defendant Pets Global Inc., which may also be referred to as “Pets Global.”

BB. “Valid Claim” means a claim for monetary relief that is submitted on a Claim Form pursuant to and in compliance with the procedures set forth in this Agreement and is reviewed and approved for authenticity, compliance, and fraud-prevention by the Settlement Administrator.

## II. LITIGATION BACKGROUND

A. Pets Global produces and sells a variety of pet food products. The Products are marketed or labelled as “grain free” or “chicken free product,” or with some similar designation claiming the absence of any grain or chicken. On March 9, 2021, Plaintiffs sent a letter to Pets Global notifying it of their claim that one of the Products was not actually grain free nor chicken free, and of their intent to bring a suit for damages.

B. On March 9, 2021 in California, Plaintiffs filed a nationwide class action complaint, *Gifford et al., v. Pets Global Inc.*, Case No. 2:21-CV-02136-CJC-MRW. The complaint alleges that each of the plaintiffs purchased the Products because they were labeled “grain free” and “chicken free” but the third-party testing allegedly shows, contrary to the labeling, that the Products do contain grain and chicken. The action was stayed by the Court, pursuant to a stipulated request, until June 4, 2021. An amended complaint was filed on June 2, 2021.

C. Following the filing of Plaintiffs’ original complaint, counsel for Pets Global conveyed to Plaintiffs it was interested in scheduling a mediation rather than engaging in expensive and time-consuming litigation. The parties agreed on using the Hon. Wayne R. Anderson (Ret.) of JAMS Chicago as their mediator. Judge Andersen has an extensive

background regarding food misrepresentation cases and the parties believed he would be a great fit for mediating this action. On July 14, 2021, a mediation with Judge Andersen occurred and the case did not settle. Before, during, and after the mediations the Parties engaged in a series of discussions, with and without the mediators, regarding a potential settlement of the Action, including substantial arms'-length negotiations. The result was this Settlement, which includes a nationwide class action settlement of the allegations made in Plaintiffs' Complaint and Amended Complaint. The Parties agree that this is a fair, reasonable, and adequate solution for the Settlement Class.

D. Pursuant to the terms and conditions of the Settlement and this Agreement, and per Court Order, the Parties and their counsel have agreed that a Motion for Preliminary Approval will be filed in the Action.

E. Class Counsel has conducted a thorough investigation into the facts surrounding the Action. This investigation included but was not limited to factual research and legal research, as well as the collection and review of documents, data, and other information provided by Pets Global relating to the sales of and science substantiating the claims and marketing for the Products.

I. Based on the above-outlined discovery and investigation, the current state of the law, the expense, burden, and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon Plaintiffs and the Settlement Class Members pursuant to this Agreement, Plaintiffs and Class Counsel have concluded that this Settlement with the Settling Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

J. Settling Defendant and its counsel recognize the expense and length of continued proceedings necessary to continue the Action through trial and possible appeals. Settling Defendant also recognizes that the expense and time spent defending the Action have and will further detract from resources that may be used to run its business. While Settling Defendant denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Action and believes that it has valid defenses to Plaintiffs' claims, Settling Defendant has determined that the Settlement is fair, adequate, and reasonable.

### III. CERTIFICATION

A. **Certification of Class.** Solely for the purposes of this Settlement, and without any finding or admission of any wrongdoing or fault by Settling Defendant, and pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the nationwide Settlement Class, pursuant to Federal Rule of Civil Procedure 23(b)(3) and 23(b)(2). Paul Gifford, Mary Lou Molina, and Randy Miland will serve as Class Representative plaintiffs and (1) Milberg Coleman Bryson Phillips Grossman shall serve as Class Counsel.

B. **Certification is Conditional.** This certification is for Settlement purposes only and is conditional on the Court's approval of this Agreement. In the event that this Agreement is terminated pursuant to Section XI of this Agreement, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy relating to the Challenged Representations. In the event the Court does not approve of all terms of the Agreement (excluding terms solely concerning the award of attorneys' fees, costs, and expenses, or incentive awards), this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to and without waiver of the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Settling Defendant shall not be deemed to have waived any opposition or defenses it has to any of the claims asserted herein or to whether those claims are amenable to class-based treatment.

#### IV. SETTLEMENT CONSIDERATION

A. **Injunctive Relief.** In consideration of the mutual covenants and promises set forth herein, and subject to this Court's approval, the Parties, including their counsel, agree as follows:

1. Pets Global agrees to revise Product labels and marketing references so that any Product label that makes a "chicken free" and "grain free" claim no longer contains those representations.
2. The obligations of Section IV.A.1 shall initiate immediately upon the Court's entering of a Final Approval Order.
3. Pets Global will be able to sell all of the Product it has currently manufactured as of the Final Approval Order that contains these representations irrespective of the terms in Section IV A1.
4. Pets Global will cooperate with Plaintiffs in presenting evidence to the Court regarding the value of the injunctive relief, including, without limitation, the cost to Pets Global to comply with the Injunctive Relief.

B. **Monetary Relief.** In consideration of the mutual covenants and promises set forth herein, and subject to this Court's approval, the Parties, including their counsel, agree as follows:

1. Every Settlement Class Member, or single Household with a Settlement Class Member, shall have the right to submit a claim via a Claim Form for monetary relief (a "Settlement Benefit"). The Settlement Administrator will determine whether the claim is a Valid Claim. The Settlement Administrator may track Claim Forms using a two-step verification process with unique security identifiers or control numbers and take all other necessary and appropriate steps to prevent fraud and

duplications, which shall be disclosed to the Parties. Submission of a claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, any Settlement Class Member, or any other person, except as expressly provided herein.

2. Pets Global shall pay or cause to be paid certain monetary relief to each Settlement Class Member who submits a Valid Claim for purchase(s) of Product based upon the following two-tier, capped, claims-made settlement structure:
  - a. Settlement Class Members who provide Proof of Purchase may be entitled to recover up to ten dollars (\$10.00) for each purchase of a Product made by the Class Member during the Class Period and may make up to ten (10) Claims for a maximum of one hundred dollars (\$100.00). A cap of \$100 shall exist per Household.
  - b. Settlement Class Members who do not provide Proof of Purchase may be entitled to recover a maximum total Settlement Benefit of five dollars (\$5.00) for purchases of a Product made by the Class Member.
3. Valid Claims submitted as set forth in Section IV.B.2.a-b above shall be limited to one Class Member per Household. "Household" means, without limitation, all Persons who share a single physical address. For all persons who are a legal entity such as a corporation, partnership, business organization or association, or any other type of legal entity, there can be only one physical address used even if such person has multiple offices.
4. On the Claim Form, the Settlement Class Member, or a Person with authority to sign and bind the Settlement Class Member, must provide and certify the truth and accuracy of the following information under the penalty of perjury, including by signing the Claim Form physically or by e-signature, to be considered a Valid Claim:
  - a. The Settlement Class Member's name and physical mailing address (no P.O. Boxes);
  - b. The Settlement Class Member's email address (unless the Settlement Class Member submits a claim form by U.S. mail, in which case an email address is optional);
  - c. That the claimed purchases were direct retail purchases by the claimant; and

- d. That the claimed purchases were not made for purposes of resale, commercial use or for any other purpose.
  - e. For all claimed purchases that are not supported by Proof of Purchase: the Product name(s), the approximate date(s) of purchase, the approximate price(s), the name of the retail store and the store location of each purchase.
5. Each Settlement Class Member making a claim must provide the Settlement Administrator with the Claim Form by a secure and reliable form of transmission such as via online Internet submissions on the Settlement Website or via U.S. mail by the conclusion of the Claim Period based on the date of postmark.
6. The Settlement Administrator shall have the right to audit claims, and the Settlement Administrator may request additional information from Settlement Class Members making a claim. If any fraud is detected or reasonably suspected, the Settlement Administrator can require further information from the Settlement Class Member, and the Settlement Administrator may deny claims.
- a. The determination of validity of claims shall occur within a reasonable time. The Settlement Administrator shall have discretion, consistent with this Settlement, to reasonably approve or deny all claims. Class Counsel and Pets Global shall have the right to audit claims. In the event there is a disagreement between Plaintiffs and Settling Defendant as to the validity of a claim or compliance with this Agreement, the Settlement Administrator shall be the arbiter of said disputed claim. If necessary, the Parties may challenge any such decision by the Settlement Administrator by motion to the Court. Plaintiffs', Pets Global's, or their counsels' choice not to audit the validity of any one or more Claim Forms shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to any other Claim Forms, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by such Party as to any of its audit and other rights under this Agreement; provided, however, that any challenge to the Settlement Administrator's resolution of a claim(s) shall be filed no later than sixty (60) days after the period for cure specified in Section IV.B.8(b) of this Agreement. No Person shall have any claim against Plaintiffs, Pets Global, Plaintiffs' Counsel, Pets Global's counsel or the Settlement Administrator based on any determination of a Valid Claim, distributions or awards made in accordance with this Agreement and the Exhibits hereto. Neither Plaintiffs nor Pets Global, nor their respective counsel, shall have any liability whatsoever for any act or omission of the Settlement

Administrator.

- b. Within thirty (30) days after the Claim Period ends, the Settlement Administrator shall notify by email all Settlement Class Members whose claims are denied the reason(s) for denial, using the email address or physical address (if any) provided by the Settlement Class Member on the Claim Form. If no email address or physical address, or an illegible physical address, is provided by the Settlement Class Member on the Claim Form, the Settlement Administrator shall not have an obligation to provide the Settlement Class Member any notification of the denial of the claim or the reasons for denial. The Settlement Class Members whose claims were denied shall be allotted forty-five (45) days from receipt of a denial to cure any deficiency, with the sufficiency of such cure to be determined by the Settlement Administrator within thirty (30) days of the conclusion of the period for cure.
7. The Settling Defendant, through the Settlement Administrator, shall honor all Valid Claims submitted either through U.S. mail or online via the Settlement Website within the Claim Period. Neither the Settling Defendant nor the Settlement Administrator shall be obligated to honor untimely claims received by the Settlement Administrator or postmarked after the Claim Period.
8. The Settling Defendant shall fund the total amount to be paid to eligible Settlement Class Members within fifteen (15) business days after the Effective Date by submitting the total amount to be paid for Valid Claims to the Claims Administrator. Settlement Administrator determines the total amount to be paid for Valid Claims. The Settling Defendant shall place said funds in an agreed-upon institutional account. The Class Action Settlement Administrator shall then pay all Valid Claims within thirty (30) days after the Settling Defendant deposits the funds to be paid.

**C. Confirmatory Discovery.** Prior to the Motion for Preliminary Approval, the Parties will have conducted confirmatory discovery, to include, but not be limited to, information regarding the sales of the Products and the science and related information relating to the labeling claims on the Products. To the extent necessary to support the Settlement and the relief under Section IV.A-B, the Parties will be entitled to conduct further confirmatory discovery.

**D. Audits of Suppliers.** As an additional agreement per this settlement, Pets Global agrees to audit all of the manufacturing plants of suppliers for a period of 5 years following the Court's Final Approval Order. The audits of Pets Global's suppliers will include at least the following, and such audit will happen at least once a year:

1. The visual inspection of all manufacturing machines that process, store, or otherwise come into contact with the petfood manufactured within said facility and purchased by Pets Global.
2. An audit of the manufacturer's manufacturing process and sourcing records, to confirm the accuracy of the ingredients being used in Pets Global's Products.
3. Ensuring that all the manufacturing processes used by the manufacturing plant adhere to quality control standards.

**V. ATTORNEYS' FEES AND CLASS REPRESENTATIVE AWARD**

A. **Attorneys' Fees, Costs, and Expenses.** Class Counsel agrees that it will apply to the Court for attorneys' fees, costs, and expenses in an amount not to exceed eight hundred and seventy-five thousand dollars (\$875,000.00). This is an inclusive amount and specifically includes all costs and fees incurred by Class Counsel and Plaintiffs' Counsel in connection with the Action thus far, as well as ongoing and future costs and fees through finalization of Settlement of this Action. The exact amount of fees awarded shall be determined by the Court in its discretion and the determination thereof will not impact the validity or fulfillment of the Settlement Agreement. The attorneys' fees will be payable within fifteen (15) business days of the Effective Date. Class Counsel shall be required to submit a W-9 to Pets Global prior to receiving any payment for fees, costs, and/or expenses.

B. The Attorneys' Fees and Costs awarded by the Court as set forth under Section V.A shall be the total obligation of Settling Defendant to pay attorneys' fees, costs, and expenses of any kind to Plaintiffs' Counsel in connection with this Action and this Settlement. In no event shall Settling Defendant be obligated to pay to Plaintiffs' Counsel any amount larger than the amount specified in Section V.A.

C. **Class Representative Awards.** Class Counsel agrees that it will apply to the Court for an incentive award to Class Representatives in an amount not to exceed five thousand dollars (\$5,000.00) each, for their participation as the Class Representatives in the Action, for taking on the risks of litigation, and for Settlement of their individual claims as a Settlement Class Member in this Action. The exact amount of amount awarded shall be determined by the Court in its discretion, and the determination thereof will not impact the validity or fulfillment of the Settlement Agreement. The Class Representative Awards will be payable within fifteen (15) business days of the Effective Date. Class Counsel shall be required to submit a W-9 for each Class Representative to Pets Global prior to receiving any payment for fees, costs, and/or expenses.

D. Any payment of a Class Representative Award by the Court as set forth in Section V.C shall be the total obligation of Settling Defendant to pay money to Plaintiffs in connection with the Action and this Settlement, other than amounts due to any Plaintiffs for a Valid Claim submitted pursuant to Section IV.B of this Agreement. In no event shall Settling Defendant be obligated to pay to Plaintiffs any amount larger than the amount specified in Section V.C, other than for a Valid Claim pursuant to Section IV.B of this Agreement.

E. Pets Global agrees not to (a) oppose or submit any evidence or argument challenging or undermining Class Counsel's application for attorneys' fees, costs, expenses; (b) encourage or assist any person to oppose or submit any evidence or argument challenging or undermining Class Counsel's application for attorneys' fees, costs, expenses; or (c) encourage or assist any person to appeal from an order making a fee award. The Parties entered into this agreement regarding an award of fees and costs after good-faith, arms'-length negotiations on the terms of the Settlement only after the negotiation and resolution of the material elements of this Agreement.

F. The full fees and costs that are approved by the Court shall be paid to the Trust Account of Milberg Coleman Bryson Phillips & Grossman, PLLC. Class Counsel and the Class Representatives agree to provide the Settling Defendant all identification information necessary to effectuate the payment of the fees and costs including, but not limited to, Taxpayer Identification Number(s), and completed Internal Revenue Service Form W-9(s).

## **VI. RELEASE**

A. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiffs and the Settlement Class fully release and discharge Settling Defendant, and all of their present and former parent companies, subsidiaries, special purposes entities formed for the purpose of administering this Settlement, shareholders, owners, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, affiliates, and successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels (together, the "Released Parties") from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Class Counsel, Plaintiffs' Counsel, Class Representatives, or Settlement Class Members ever had, now have, may have, or hereafter can, shall or may ever have against the Released Parties in any court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, arising from, or relating to the allegations or claims in the Action, including that the Products were misleadingly labeled, marketed, or sold, or that relate to the labeling and marketing of the Products, except that there shall be no release of claims for personal injury allegedly arising out of use of the Products (the "Released Claims").

B. Plaintiffs specifically acknowledge and affirmatively waive, any rights or benefits available to them under California Civil Code section 1542. California Civil Code section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF

KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs on behalf of all Settlement Class Members hereby agree that the provisions of all such principles of law or federal or state laws, rights, rules or legal principles that are similar in substance, meaning or application to California Civil Code section 1542, to the extent they are found to be applicable herein, are hereby knowingly and voluntarily waived, relinquished, and released by Plaintiffs and all Settlement Class Members.

C. After entering into this Settlement Agreement, Plaintiffs or the Settlement Class Members may discover facts other than, different from, or in addition to, those that they know or believe to be true with respect to the Released Claims. Plaintiffs and the Class Members expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, contingent or noncontingent claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such other, different, or additional facts

**VII. NOTICE TO THE SETTLEMENT CLASS PURSUANT TO THE CLASS ACTION FAIRNESS ACT**

A. **Class Notice Plan.** Subject to the approval of the Court and to begin no later than ten (10) days after the Preliminary Approval Order, the Settlement Administrator shall cause the Class Notice to be implemented in substantially the form attached as Exhibit C which will include, but not be limited to, (i) print, Internet and social media notice; (ii) notice via an established a Settlement Website; and (iii) U.S. mail or e-mail notice containing information on how to obtain a Claim Form to potential Settlement Class Members at their most recent physical address or email address in Settling Defendant's possession from a purchase of one or more Products directly from Settling Defendant (as opposed to from a non-party retailer). Settling Defendant represents and warrants that it has never sold any Products directly during the Class Period and does not have such information related to Settlement Class Members. In addition, Class Notice, in substantially the form attached hereto as Exhibit B, shall be published on the Settlement Website. The Settlement Administrator will also establish a toll-free number to provide information to the Settlement Class, including on how to submit Claim Forms.

B. The Class Notice plan shall reach no less than 70% of the Settlement Class unless the Parties mutually agree otherwise.

C. Any notice shall comply with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-1715.

D. The Settling Defendant, at its cost, shall cause the Class Notice to issue in accordance with the requirements of the Preliminary Approval Order.

E. The Class Notice plan and claims procedure shall be provided according to a plan developed by the Settlement Administrator, to include measures to prevent the approval of fraudulent or invalid claims.

F. Tracking and reporting of Settlement Class Members who request exclusion shall be compiled by the Settlement Administrator and communicated to Class Counsel who will report to the Court.

G. The Settlement Administrator shall draft a short form notice in a form substantially similar to Exhibit B to clearly and concisely describe the relief provided under this Settlement, and how to file a claim.

#### **VIII. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT**

A. **Objections.** Only Settlement Class Members may object to the Settlement. If any Settlement Class Member wishes to object to the Settlement, the Settlement Class Member must submit a written objection to the Settlement Administrator. The written objection may be submitted by U.S. mail, express mail, electronic transmission, or personal delivery, but to be timely, it must be delivered to the Settlement Administrator (not just postmarked or sent) prior the Objection/Exclusion Deadline. Each objection must include:

1. The case name and number *Gifford et al., v. Pets Global Inc.*, Case No. 2:21-CV-02136-CJC-MRW;
2. The name, address, and telephone number of the Objector;
3. The name, address, and telephone number of all counsel (if any) who represent the Objector, including any former or current counsel who may be entitled to compensation for any reason if the objection is successful, and legal and factual support for the right to such compensation;
4. Documents or testimony sufficient to establish membership in the Settlement Class;
5. A detailed statement of any objection asserted, including the grounds therefor;
6. Whether the Objector is, and any reasons for, requesting the opportunity to appear and be heard at the Final Approval Hearing;
7. The identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing and, if applicable, a list of all persons who will be called to testify in support of the objection;
8. Copies of any papers, briefs, or other documents upon which the objection is based;
9. A detailed list of any other objections submitted by the Settlement Class

Member, or his/her counsel, to any class action settlement submitted in any state or federal court in the United States in the previous five (5) years, or affirmatively stating that no such prior objection has been made; and

10. The Objector's signature, in addition to the signature of the Objector's attorney (if any)
11. Three (3) different dates within the calendar month in which the objection was submitted in which the Objector can be available for a deposition.

B. Failure to include documents or testimony sufficient to establish membership in the Settlement Class shall be grounds for overruling and/or striking the objection on grounds that the Objector lacks standing to make the objection. Failure to include any of the information or documentation set forth in Section VIII.A.1-10 also shall be grounds for overruling an objection. The Parties may respond to any objection to the Settlement with appropriate arguments and evidence.

C. Subject to approval of this Court, any Objector may appear, in person (or video conference, if required) or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or object to any petitions for attorneys' fees, Incentive Awards, or reimbursement of reasonable litigation costs and expenses. The Objector must file with the Clerk of the Court and serve upon Class Counsel and the Settling Defendant's Counsel (at the addresses listed in Section XVI), a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") on or before the Objection/Exclusion Deadline.

D. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Class Member (or his/her counsel) will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in complete accordance with the deadlines and other specifications set forth in the Class Notice will not be allowed to speak or otherwise present any views at the Final Approval Hearing.

E. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed and served. In the event that the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the counsel for the Parties within two (2) calendar days of the Objection/Exclusion Deadline.

F. In response to objections, Class Counsel shall, at least seven (7) days (or such other number of days as the Court shall specify) before the Final Approval Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members in

accordance with this Agreement.

G. A Settlement Class Member who objects to the Settlement may also submit a Claim Form before the Claim Period ends, which shall be processed in the same way as all other Claim Forms. A Settlement Class Member shall not be entitled to an extension to the claim filing deadline merely because the Settlement Class Member has also submitted an objection.

H. **Exclusions.** If any Settlement Class Member wishes to be excluded from (in other words, opt out of) this Settlement, the Settlement Class Member may do so by completing the exclusion form at the Settlement Website; downloading and submitting to the Settlement Administrator a completed exclusion form; or submitting a valid request to exclude themselves, as described in the Notice, to the Settlement Administrator. Requests to exclude themselves must be delivered (not just postmarked) by the Exclusion Deadline or they shall not be valid. A Settlement Class Member who elects to exclude him or herself from this Settlement shall not be permitted to object to this Settlement or to intervene in any way.

I. The proposed Preliminary Approval Order and Notice will provide that any Settlement Class Member wishing to object or exclude him or herself who fails to properly or timely file or serve any of the requested information and/or documents will be precluded from doing so.

J. Immediately upon receipt of any objection, the Settlement Administrator shall forward the objection and all supporting documentation to counsel for the Parties. At least fourteen (14) days prior to the hearing on Final Approval, Class Counsel shall file all such objections and supporting documentation with the Court along with any response to the objection made by the Parties.

K. At least fourteen (14) days prior to the hearing on Final Approval, the Settlement Administrator shall prepare a list of the names of the Persons who, pursuant to the Notice, have excluded themselves from the Settlement Class in a valid and timely manner, and Plaintiffs' Counsel shall file that list with the Court.

L. If a Settlement Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected.

M. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Member to object to the Settlement or request exclusion from participating as a Settlement Class Member, or encourage any Settlement Class Member to appeal from the Final Judgment.

#### **IX. DUTIES OF THE PARTIES PRIOR TO FINAL COURT APPROVAL**

A. Promptly upon execution of this Agreement, Plaintiffs shall submit this Agreement to the Court in support of a Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. The Settling Defendant will not

oppose. The Motion for Preliminary Approval shall seek relief substantially in the following form:

1. Scheduling a Final Approval Hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the members of the class;
2. Approving as to form and content the Class Notice;
3. Directing implementation of the Class Notice;
4. Preliminarily approving the Settlement;
5. Preliminarily and conditionally certifying the Settlement Class for Settlement purposes;
6. Enjoining the prosecution of any other individual or class claims against Pets Global for facts, circumstances, or claims alleged in the Action.
7. Providing that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court (excluding failure to approve terms solely concerning the award of attorneys' fees, costs, and expenses, or incentive awards) or is terminated by one or more Party pursuant to Section XI of this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the nationwide Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to the respective positions as of the date of this Agreement. In the event the Court does not enter the Preliminary Approval order described herein, or decides to do so only with material modifications, then this entire Agreement shall become null and void, unless the Parties hereto agree in writing to proceed with this Agreement as modified.

#### **X. COURT APPROVAL**

A. Class Counsel will submit a proposed Final Approval Order and Judgment at the Final Approval Hearing, with such Order in substantially the same form as Exhibits D and E and in keeping with the terms of this Agreement shall include:

1. Approval of the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

2. Approval of Class Counsel's application for the requested award of attorneys' fees and costs and the Incentive Awards; and
3. A request for entry by the Court of a final judgment and order permanently barring the Parties and Settlement Class Members from prosecuting the other Parties and their officers, attorneys, directors, shareholders, employees, agents, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels in regard to those matters released as set forth in Section VI above.

## **XI. TERMINATION**

A. Any Party shall have the right, but not the obligation, to unilaterally terminate this Agreement and the Settlement within fourteen (14) days of any of the following occurrences:

1. An appellate court reverses the Final Approval Order and Judgment, and the Agreement is not reinstated without material change by the Court on remand (unless the reversal is solely concerning the award of attorneys' fees, costs, and expenses, or incentive awards);
2. Any court deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, the Final Approval Order and Judgment, or the Agreement in a way that Plaintiffs or Settling Defendant reasonably consider material, unless such modification or amendment is accepted in writing by all Parties (unless the reversal is solely concerning the award of attorneys' fees, costs, and expenses, or incentive awards);
3. The Effective Date set forth in the Agreement does not occur; or
4. More than fifteen percent (15%) of the Settlement Class opts out.

B. Notwithstanding the foregoing, neither Plaintiffs nor Class Counsel shall have any right to terminate the Agreement in the event the Court declines Plaintiffs' and/or Class Counsel's requests for Attorneys' Fees, Expenses and/or Incentive Awards, or awards less than the amounts sought. However, Plaintiffs shall have the right to appeal the denial of their requests for Attorneys' Fees, Expenses and/or Incentive Awards.

C. In order to exercise his, her, or its right to terminate this Agreement, the terminating Party must timely serve written notice of his, her, or its election to do so, which states the basis for the termination ("Termination Notice"), on counsel of record for all other Parties hereto. A Party's termination of this Agreement is effective only if and when notice of the same is timely served on counsel of record for the Parties.

- D. In the event this Agreement is terminated, then:
1. The certification of the Settlement Class and any other judgment or order relating in any way to this Settlement entered by the Court in the Action will be void and deemed vacated, *nunc pro tunc*, and without prejudice to Settling Defendant's right to contest class certification and their right to exercise all other rights and defenses in this Action;
  2. The Parties shall be restored to their respective positions prior to the entering into the Settlement status quo ante as if this Agreement had never been entered into, except for any provisions of this Agreement that expressly survive termination; and
  3. Any Party that terminates this Agreement shall be obligated to pay all reasonable costs and fees incurred by the Settlement Administrator. Otherwise the Parties will bear their own costs and fees.

## **XII. CONTINUING JURISDICTION**

A. The Court shall retain continuing and exclusive jurisdiction over the enforcement, interpretation, and applicability of the Settlement and the Parties agree to cooperate and to take all necessary and appropriate steps to ensure the enforceability of the Settlement. The Court's continuing jurisdiction includes, but is not limited to, the enforcement and applicability of the injunctive relief under Section IV.A with respect to any parties who may assert claims against Pets Global that implicate the terms of the Settlement or this Agreement, including the injunctive relief agreed to herein. In granting Final Judgment the court shall enjoin all actions in any jurisdiction against the Released Parties as is necessary to preserve the Court's jurisdiction.

## **XIII. PARTIES' AUTHORITY**

A. The signatories represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

## **XIV. MUTUAL FULL COOPERATION**

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

B. Settling Defendant agrees that it will not attempt to discourage Settlement Class Members from filing claims.

**XV. NO ADMISSION**

A. This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of any of Settling Defendant or as an admission that class treatment in the Action is proper for any purpose other than Settlement. Settling Defendant denies all liability for claims asserted in the Action and denies that class treatment is proper for any purpose other than this Settlement. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a Settlement document and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, be inadmissible in evidence in any proceeding. This Agreement or the existence of this Settlement shall not be used or cited in any proceeding other than (i) an action or proceeding to approve or enforce this Agreement, or (ii) in a subsequent proceeding potentially barred by the Release specified herein.

**XVI. NOTICES**

A. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed to have been given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

1. Class Counsel: J. Hunter Bryson, Esq. Milberg Coleman Bryson Phillips & Grossman PLLC, 900 W. Morgan St., Raleigh, NC, 27603.
2. Settling Defendant's Counsel: Jean-Paul Le Clerc, Esq., Martorell Law APC, 6100 Center Drive, Ste 1130, Los Angeles, CA 90045.

**XVII. CONSTRUCTION**

A. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms'-length negotiations between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Agreement.

**XVIII. MATERIAL TERMS; CAPTIONS**

A. Each term of this Agreement is a material term of the Agreement, not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder. Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

**XIX. INTEGRATION CLAUSE**

A. This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are extinguished.

**XX. NO COLLATERAL ATTACK**

A. This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the Final Judgment and dismissal is entered. Such prohibited collateral attacks shall include claims made before the Final Approval Hearing that a Settlement Class Member's Settlement Benefit was improperly calculated or adjusted or that the Settlement Class Member failed to receive timely notice of the procedure for disputing the calculation of the individual Settlement Benefit or failed to submit a timely dispute letter for any reason.

**XXI. AMENDMENTS**

A. The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the Court.

**XXII. ASSIGNMENTS**

A. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

**XXIII. GOVERNING LAW**

A. This Agreement shall be governed by, and the rights of the Parties determined in accordance with, the laws of the State of California, irrespective of the State of California's choice of law principles.

**XXIV. BINDING ASSIGNS**

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

**XXV. CLASS COUNSEL SIGNATORIES**

A. It is agreed that because the Settlement Class appears to be so numerous, it is

impossible or impractical to have each member of the class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases and such shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

**XXVI. COUNTERPARTS**

A. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class.

*(Additional signatures on following page)*

**EXECUTED AND AGREED:**

**MARTORELL LAW APC**

By:

\_\_\_\_\_  
Jean-Paul Le Clerc  
Counsel for Defendant

**PETS GLOBAL INC.**

By:

\_\_\_\_\_  
Defendant Pets Global Inc.

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

By: J. Hunter Bryson  
J. Hunter Bryson (Oct 22, 2021 11:51 EDT)

Daniel K. Bryson  
Hunter Bryson  
Counsel for Plaintiffs

**PAUL GIFFORD**

By:

\_\_\_\_\_

impossible or impractical to have each member of the class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases and such shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

**XXVI. COUNTERPARTS**

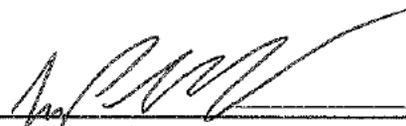
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*(Additional signatures on following page)*

**EXECUTED AND AGREED:**

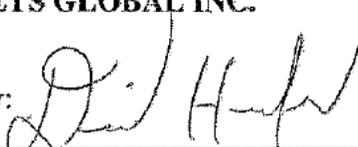
**MARTORELL LAW APC**

By:

  
\_\_\_\_\_  
Jean-Paul Le Clerc  
Counsel for Defendant

**PETS GLOBAL INC.**

By:

  
\_\_\_\_\_  
Defendant Pets Global Inc.

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

By:

\_\_\_\_\_  
Daniel K. Bryson  
Hunter Bryson  
Counsel for Plaintiffs

**PAUL GIFFORD**

By:

\_\_\_\_\_

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*(Additional signatures on following page)*

**EXECUTED AND AGREED:**

**MARTORELL LAW APC**

By:

\_\_\_\_\_  
Jean-Paul Le Clerc  
Counsel for Defendant

**PETS GLOBAL INC.**

By:

\_\_\_\_\_  
Defendant Pets Global Inc.

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

By:

\_\_\_\_\_  
Daniel K. Bryson  
Hunter Bryson  
Counsel for Plaintiffs

**PAUL GIFFORD**

By:

*pdg*  
\_\_\_\_\_  
Paul S Gifford (Oct 21, 2021 14:21 PDT)

Plaintiff and Class Representative

**RANDY MILLAND**

By: RANDY MILLAND  
RANDY MILLAND (Oct 21, 2021 20:47 CDT)

Plaintiff and Class Representative

**MARY LOU-MOLINA**

By: MARY LOU MOLINA  
MARY LOU MOLINA (Oct 21, 2021 13:03 PDT)

Plaintiff and Class Representative

## EXHIBIT A

### Zignature Dry Dog Foods

Venison  
Kangaroo  
Lamb  
Salmon  
Whitefish  
Guinea Fowl  
Duck  
Goat  
Trout & Salmon  
Pork  
Turkey  
Zssential  
Catfish

### Zignature Small Bites

Lamb  
Kangaroo  
Trout & Salmon  
Turkey  
Zssential

### Zignature Select Cuts

Lamb & Lamb Meal Formula  
Turkey Formula  
Trout & Salmon Meal Formula

### Zignature Canned Dog Foods

Venison  
Kangaroo  
Lamb  
Salmon  
Whitefish  
Guinea Fowl  
Duck  
Goat  
Trout & Salmon  
Pork  
Turkey  
Zssential  
Catfish

### Zignature Ziggy Bar Treats For Dogs

Venison  
Kangaroo  
Lamb  
Salmon  
Whitefish  
Guinea Fowl  
Duck  
Goat  
Trout & Salmon  
Pork  
Turkey  
Zssential  
Catfish

# EXHIBIT B

**CLAIMFORM INSTRUCTIONS**

<p><i>Your claim must be either submitted online or postmarked and mailed by:</i> <b>MONTH DAY, 2022</b></p>	<p>Gifford v Pets Global Settlement c/o JND Legal Administration P.O. Box 91430 Seattle, WA 98111 1-000-000-0000 www.PGPetFoodSettlement.com</p>	
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**Instructions for Completing the Claim Form**

You are eligible to submit a Claim Form if you reside in the United States and purchased certain Zignature pet food Products marketed or labeled as “Grain Free” or “Chicken Free” for personal, family or household use, and not for resale, from June 2, 2017 through MONTH, DAY 2021 (the “Class Period”). A complete list of the affected Products is available at [www.PGPetFoodSettlement.com](http://www.PGPetFoodSettlement.com).

Class Members who timely submit a valid approved claim are entitled to receive Settlement compensation outlined as follows:

- (1) With Proof of Purchase Settlement Class Members who provide Proof of Purchase may be entitled to recover up to ten dollars (\$10.00) for each purchase of a Product made by the Class Member during the Class Period and may make up to ten (10) Claims for a maximum of one hundred dollars (\$100.00 per household.

A valid Proof of Purchase means receipts, copies of receipts, or other documentation that reasonably establishes the fact and date of the purchase of the Product during the Class Period in the United States or its territories.

- (2) Without Proof of Purchase: Settlement Class Members who do not provide Proof of Purchase may be entitled to recover a maximum total Settlement Benefit of five dollars (\$5.00) for purchases of a Product made by the Class Member.

Only one (1) Claim Form may be submitted per household, which is all persons residing at the same physical address. On or before **Month Day, 2021**, your completed Claim Form must be either submitted online at [www.PGPetFoodSettlement.com](http://www.PGPetFoodSettlement.com) or postmarked and mailed to:

Gifford v Pets Global Settlement  
c/o JND Legal Administration  
P.O. Box 91430  
Seattle, WA 98111

**You must complete the entire Claim Form and sign the Claim Form under penalty of perjury. If you are submitting proof of purchase in support of your Claim Form, provide copies of the documentation. Do not submit originals, as they will not be returned to you.**

**ALL CLAIMS ARE SUBJECT TO VERIFICATION.  
PLEASE KEEP A COPY OF YOUR COMPLETED CLAIM FORM FOR YOUR RECORDS.**

**CLAIMFORM**

<p><i>Your claim must be either submitted online or postmarked and mailed by:</i> <b>MONTH DAY, 2022</b></p>	<p>Gifford v Pets Global Settlement c/o JND Legal Administration P.O. Box 91430 Seattle, WA 98111 1-000-000-00000 www.PGPetFoodSettlement.com</p>	
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**SECTION A: NAME AND CONTACT INFORMATION**

Provide your name and contact information below. It is your responsibility to notify the Claim Administrator of any changes to your contact information after the submission of your Claim Form.

First Name	Last Name

Physical Address (Street Address, Including Apartment or Unit Number)

City	State	Zip Code

Email Address	Phone Number

Provide your mailing address if different from your physical address:

Mailing Address (P.O. Box, Street Address, Including Apartment or Unit Number)

City	State	Zip Code

**SECTION B: PURCHASE INFORMATION**

List in the chart below the approximate purchase date(s) and number of Product(s)\* purchased in the United States during the Class Period:

<u>Product Name</u>	<u>Approx. Purchase Date(s)</u>	<u>Approx. Price(s)</u>	<u>Name of Retail Store of Purchase</u>	<u>Location of Retail Store of Purchase</u>

Check this box if you are providing proof of purchase in support of your Claim Form. You may submit a claim for up to 10 products with a proof of purchase. A valid Proof of Purchase means receipts, copies of receipts, or other documentation that reasonably establishes the fact and date of the purchase of the Product during the Class Period in the United States or its territories.

Check this box to verify that each of the above claimed Product(s) were direct retails for personal or household use and were not made for the purposes of resale, commercial use, or for any other purpose.

**SECTION C: CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information provided in this Claim Form, and any attachments, is true and correct to the best of my knowledge, information, and belief. I understand the Claim Administrator may contact me to request further verification of the information provided in this Claim Form.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Full Printed Name: \_\_\_\_\_

\* “Products” means all pet food products manufactured or produced by Pets Global and marketed or labeled as “grain free” or “chicken free” or with some similar designation claiming the absence of any grain or chicken, and including without limitation all Zignature products manufactured by Pets Global and those products listed in Plaintiffs’ Amended Complaint filed on June 2, 2021. A list of all products covered by this settlement is available on the settlement website.

To view JND’s privacy policy, please visit <https://www.jndla.com/privacy-policy>

# EXHIBIT C

**If you bought certain Zignature<sup>®</sup> pet food products labeled as “Grain Free” or “Chicken Free,” you may be eligible for benefits in a class action settlement**

*Para una notificación en español, visite [www.PGPetFoodSettlement.com](http://www.PGPetFoodSettlement.com)*

A proposed settlement has been reached in a class action lawsuit called *Gifford et al., v. Pets Global Inc.*, Case No. 2:21-CV-02136-CJC-MRW (C.D.Cal.) (the “Settlement”). This notice provides a summary of your rights and options.

**What is this about?** Plaintiffs claim that certain pet food products manufactured or produced by Defendant Pets Global Inc (“Defendant” or “Pets Global”) and marketed or labeled as “grain free” or “chicken free,” were actually determined through third party testing to contain grain and chicken. Pets Global denies these allegations and believes that it has valid defenses to these claims. Both sides have agreed to the Settlement to avoid the cost of further litigation.

**Who is affected?** You are a Class Member if you reside in the U.S. and purchased certain Zignature pet food Products marketed or labeled as “Grain Free” or “Chicken Free” for personal, family or household use, and not for resale, from June 2, 2017 through MONTH, DAY 2021 (the “Class Period”). A complete list of the affected Products is available at [www.PGPetFoodSettlement.com](http://www.PGPetFoodSettlement.com).

**What does the Settlement provide?** Defendant agrees to establish a settlement fund to provide for (1) attorneys’ fees and expenses in the amount approved by the Court, but not to exceed \$875,000; (2) settlement administration expenses, not to exceed \$xxx,xxx; (3) Class Representative service awards in the amount of \$5,000 per named Class Representative; and (4) monetary benefits to Class Members who timely submit a valid claim.

Class Members who submit valid claims with Proof of Purchase may be entitled to up to ten dollars (\$10.00) for each purchase during the Class Period, up to 10 products per household for a maximum benefit of \$100. Settlement Class Members who submit a claim without Proof of Purchase may be entitled to a total settlement benefit of five dollars (\$5.00). Pets Global also agrees to revise Product labels and marketing references so that any Product label that makes a “chicken free” and “grain free” claim no longer contains those representations.

**How do I file a claim?** Class Members may submit an online claim at [www.PGPetFoodSettlement.com](http://www.PGPetFoodSettlement.com). They may also download and mail the claim form to Gifford v Pets Global Settlement, c/o JND Legal Administration, P.O. Box 91430, Seattle, WA 98111 or email: [info@PGPetFoodSettlement.com](mailto:info@PGPetFoodSettlement.com). All Claim Forms must be submitted online or postmarked by [MONTH, DAY, 2022].

**What are my other options?** You can do nothing, exclude yourself, or object to the Settlement. Do Nothing: If you do nothing, you will not get a payment and you will give up your right to sue or continue to sue Pets Global for the claims in this case.

**Exclude Yourself:** If you exclude yourself or remove yourself from the Class, you will not receive a payment. You will keep your right to sue or continue to sue Pets Global for the claims in this case. Exclusion requests must be postmarked by **[MONTH, DAY, 2022]**.

**Object.** If you do not exclude yourself from the Settlement you may object to it, or tell the Court what you don't like about the Settlement. Objections must be postmarked by **[MONTH, DAY, 2022]**.

For details about your rights and options and how to exclude yourself or object, go to [www.PGPetFoodSettlement.com](http://www.PGPetFoodSettlement.com).

**What happens next?** The Court will hold a Final Approval Hearing on [MONTH, DAY, 2022] at [00:00 a/p.m] at the [COURT HOUSE ADDRESS], to consider whether to approve the Settlement, Class Counsel's attorneys' fees and expenses, and Class Representative service awards. The Court has appointed Milberg Coleman Bryson Phillips & Grossman, PLLC as Class Counsel. Class Counsel will answer any questions that the Court may have. You or your attorney may ask to speak at the hearing at your own cost, but you don't have to.

**How do I get more information?** For more information and to view the full notice, go to [www.PGPetFoodSettlement.com](http://www.PGPetFoodSettlement.com), or contact the Settlement Administrator by writing Gifford v Pets Global Settlement, c/o JND Legal Administration, P.O. Box 91430, Seattle, WA 98111, emailing [info@PGPetFoodSettlement.com](mailto:info@PGPetFoodSettlement.com), or calling 1-000-000-0000.

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE**

# EXHIBIT D

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

PAUL GIFFORD, MARY LOU  
MOLINA, RANDY MILAND,  
KAREN PERRI on behalf of  
themselves and all others similarly  
situated,

Plaintiffs,

v.

PETS GLOBAL INC.,  
a California Corporation,

Defendant.

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**Case No. 2:21-cv-02136-CJC-MRW**

**[PROPOSED] FINAL ORDER  
APPROVING CLASS SETTLEMENT**

Judge: Hon. Judge Cormac J. Carney

1 WHEREAS, the Parties have entered into a settlement agreement, with its  
2 attached Exhibits (collectively, the “Settlement”), signed and filed with this Court on  
3 \_\_\_\_\_, 2021 to settle *Gifford v. Pets Global Inc., No. 2:21-cv-02136-CJC-MRW*,  
4 filed in the United States District Court for the Central District of California (the  
5 “Action”).

6 WHEREAS, by order dated \_\_\_\_\_, 2021, this Court granted  
7 preliminary approval of the Settlement between the Parties in the Action, ordering  
8 publication notice to the Class, and providing potential Class Members with an  
9 opportunity either to exclude themselves from the Class (*i.e.*, opt out) or to object to  
10 the Settlement.

11 WHEREAS, the Court also provisionally certified a Class for settlement  
12 purposes only, approved the procedure for giving notice and forms of notice, and set a  
13 final Fairness Hearing to take place on \_\_\_\_\_, 2021.

14 WHEREAS, on that date, the Court held a duly noticed Fairness Hearing to  
15 consider: (1) whether the terms and conditions of the Settlement are fair, reasonable  
16 and adequate; (2) whether a judgment should be entered in the Action; (3) whether and  
17 in what amount to grant Incentive Awards to the Plaintiffs; and (4) whether and in what  
18 amount to award Attorneys’ Fees and Expenses to Class Counsel.

19 WHEREAS, the Court considered all matters submitted to it at the Fairness  
20 Hearing and otherwise, and it appears that notice substantially in the form approved by  
21 the Court was given in the manner that the Court ordered. Notice was disseminated  
22 pursuant to the Declaration of the Settlement Administrator (attached as Exhibit “X”  
23 to the Settlement). Notices were published as provided in the Declaration of \_\_\_\_ dated  
24 \_\_\_\_\_, 2021, and reached an estimated \_\_\_\_ percent of the class.

25 WHEREAS, the Parties, through their counsel, reached a Settlement as a result  
26 of extensive arms’-length negotiations between them, facilitated by a full-day  
27 mediation and multiple follow-up discussions with a respected mediator, the Honorable  
28 Wayne R. Andersen (Retired). Counsel for the Parties are highly experienced class

1 action litigators, with full knowledge of the risks inherent in this Action. The extent of  
2 litigated motions, product inspections, consultation with industry personnel and  
3 experts, legal research, and independent investigations by counsel for the Parties, and  
4 the factual record compiled, suffices to enable the Parties to make an informed decision  
5 as to the fairness and adequacy of the Settlement.

6 WHEREAS, the Court has determined that the terms of the Settlement are fair,  
7 reasonable, and adequate.

8 WHEREAS, the Court has considered the papers submitted by the Parties and  
9 by all other persons who timely submitted papers in accordance with the Preliminary  
10 Approval Order, and has heard oral presentations by the Parties and all persons who  
11 requested to be heard, in compliance with the Preliminary Approval Order.

12 WHEREAS, based on all of the foregoing, together with this Court's familiarity  
13 with the Action, it is hereby

14 ORDERED, ADJUDGED AND DECREED as follows:

15 1. Incorporation of Other Documents. This Final Order Approving Class  
16 Action Settlement incorporates and makes a part hereof: (a) the Settlement, including  
17 all Exhibits thereto, and definitions included therein, which was signed and filed with  
18 this Court on \_\_\_\_\_, 2021; (b) the briefs, affidavits, declarations, and other  
19 materials filed in support of the Settlement and Class Counsel's request for an award  
20 of Attorneys' Fees and Expenses and Incentive Awards to the Plaintiffs; (c) the record  
21 at the Fairness Hearing; (d) the documents listed on the docket sheet or otherwise  
22 submitted to the Court; and (e) all prior proceedings in the Action. Except where  
23 otherwise noted, all capitalized terms used in this Final Order Approving Class Action  
24 Settlement shall have the meanings attributed to them in the Settlement.

25 2. Jurisdiction. The Court has personal jurisdiction over the Parties, and  
26 because due, adequate, and the best practicable notice has been disseminated, and all  
27 members of the Class have been given the opportunity to exclude themselves from or  
28 object to this Settlement, the Court has personal jurisdiction over all Class Members

1 (as defined below and in the Settlement). The Court has subject-matter jurisdiction  
2 over the claims asserted in the Action pursuant to 28 U.S.C. § 1332(d), including,  
3 without limitation, jurisdiction to approve the Settlement and all Exhibits attached  
4 thereto, certify the Class for settlement purposes, settle and release all claims arising  
5 out of the transactions alleged in this Action, enter judgment in the Action on the  
6 merits, and issue related orders. The Court finds that venue is proper in this county  
7 pursuant to 28 U.S.C. § 1391(b).

8 3. Final Class Certification For Settlement Purposes Only. The Court finds,  
9 for settlement purposes only, that the prerequisites for a class action under Federal Rule  
10 of Civil Procedure 23 have been satisfied in that: (a) the number of Class Members is  
11 so numerous that joinder of all members thereof is impracticable; (b) there are  
12 questions of law and fact common to the Class; (c) the claims of the Plaintiffs are  
13 typical of the claims of the Class they seek to represent; (d) the Plaintiffs have fairly  
14 and adequately represented the interests of the Class and will continue to do so, and the  
15 Plaintiffs have retained experienced counsel to represent them; (e) the questions of law  
16 and fact common to the Class Members predominate over any questions affecting any  
17 individual Class Member; and (f) a class action is superior to the other available  
18 methods for the fair and efficient adjudication of the controversy.

19 Pursuant to Federal Rule of Civil Procedure 23(e), this Court hereby finally  
20 certifies, for settlement purposes only, a Class consisting of all persons residing in the  
21 United States and its territories who purchased the Products in the United States and  
22 its territories for personal, family, or household purposes, and not for resale, after July  
23 9, 2016 and prior to and including the Notice Date. Excluded from the Class are (a) all  
24 persons who are employees, directors, officers, and agents of Pets Global, or its  
25 subsidiaries and affiliated companies; (b) persons or entities who purchased the  
26 Products primarily for the purposes of resale to consumers or other resellers; (c)  
27 governmental entities; (d) persons who timely and properly exclude themselves from  
28

1 the Class as provided in this Settlement; and (e) the Court, the Court’s immediate  
2 family, and Court staff.

3 4. Key Definitions.

4 a. As defined in the Settlement, “Product” or “Products” shall mean  
5 and are the products set forth in Exhibit “A” to the Settlement and attached hereto.

6 b. As defined in the Settlement, “Class Member(s)” means any  
7 member of the Class who does not elect exclusion (*i.e.*, opt out) from the Class pursuant  
8 to the terms and conditions for exclusion set out in the Settlement, the Class Notice,  
9 and the Court’s Preliminary Approval Order.

10 5. Excluded Persons. Attached hereto as Exhibit “1” is the list of persons or  
11 entities who submitted timely and valid requests for exclusion from the Class. The  
12 Court finds that only those persons and entities listed in Exhibit “1” are not bound by  
13 this Final Order and the accompanying Final Judgment.

14 6. Adequacy of Representation. The Court designates Plaintiffs Sarah Hill  
15 and Monica O’Rourke as the representatives of the Class, and finds that these Plaintiffs  
16 have adequately represented the Class for purposes of entering into and implementing  
17 the Settlement. The Court appoints Alex R. Straus, Daniel K. Bryson, J. Hunter  
18 Bryson, Arthur Stock of Milberg Coleman Bryson Phillips Grossman PLLC as counsel  
19 for the Class (“Class Counsel”). For purposes of these settlement approval proceedings,  
20 the Court finds that these attorneys are experienced and adequate Class Counsel.

21 7. Class Notice. The Court finds that the dissemination of the Class Notice  
22 in accordance with the terms of the Settlement and this Court’s Preliminary Approval  
23 Order, as described in the Settlement Administrator’s Declaration filed before the  
24 Fairness Hearing, a copy of which is incorporated herein and made a part hereof:  
25 (a) constituted the best practicable notice to Class Members under the circumstances;  
26 (b) constituted notice that was reasonably calculated, under the circumstances, to  
27 apprise members of the Class of the pendency of the Action, the terms of the Settlement  
28 and their rights under the Settlement, including, but not limited to, their right to object

1 to any aspect of the Settlement or exclude themselves from the Settlement and to appear  
2 at the Fairness Hearing, and the binding effect of this Final Order and accompanying  
3 Final Judgment on all persons and entities who did not request exclusion from the  
4 Class; (c) was reasonable and constituted due, adequate and sufficient notice to all  
5 persons entitled to be provided with notice; and (d) met all applicable requirements of  
6 law, including, but not limited to, the Federal Rules of Civil Procedure, the United  
7 States Constitution (including the Due Process Clause), and the Rules of this Court.

8 8. CAFA Notice. The notice provided by the Class Administrator to the  
9 appropriate State and federal officials pursuant to 28 U.S.C. § 1715 fully satisfied the  
10 requirements of that statute.

11 9. Objections. A total of \_\_\_\_ Class Members submitted timely and proper  
12 Objections to the Settlement. Having considered those Objections and the Parties'  
13 responses to them, the Court finds that none of the Objections is well founded. Plaintiffs  
14 faced serious risks both on the merits of their claims and on the ability to maintain  
15 certification as a litigation class in this matter. The relief provided to the Settlement  
16 Classes pursuant to the Settlement Agreement is adequate, given the costs, risks, and  
17 delay of trial and appeal, and taking into consideration the attorney's fees this Court  
18 has awarded. *See* Fed. R. Civ. P. 23(e)(2)(C)(i), (iii). The Settlement also treats class  
19 members equitably relative to each other. *See* Fed. R. Civ. P. 23(e)(2)(D).

20 10. Final Settlement Approval. The terms and provisions of the Settlement,  
21 including any and all Exhibits, have been entered into in good faith and are hereby fully  
22 and finally approved as fair, reasonable, and adequate as to, and in the best interests of,  
23 the Plaintiffs and the Class Members, and in full compliance with all applicable  
24 requirements of the Federal Rules of Civil Procedure, the United States Constitution  
25 (including the Due Process Clause), and any other applicable law. The Court finds that  
26 the Settlement is fair, adequate and reasonable in accordance with Rule 23 of the  
27 Federal Rules of Civil Procedure.  
28

1           The Settlement is approved and all objections to the Settlement are overruled as  
2 without merit. The Parties and Class Members are hereby directed to implement and  
3 consummate the Settlement in accordance with its terms and provisions. The  
4 Settlement Administrator, in consultation with Class Counsel, shall take all steps  
5 necessary and appropriate to provide Class Members with the Benefit which they are  
6 eligible for under the terms of the Settlement.

7           11. Binding Effect. The terms of the Settlement and of this Final Order and  
8 the accompanying Final Judgment shall be forever binding on the Parties and all Class  
9 Members, and, to the extent on behalf of Plaintiffs and Class Members, their heirs,  
10 guardians, executors, administrators, representatives, agents, attorneys, partners,  
11 successors, predecessors-in-interest, and assigns, and those terms shall have *res*  
12 *judicata* and other preclusive effect in all pending and future claims, lawsuits, or other  
13 proceedings maintained by or on behalf of any such persons, to the extent those claims,  
14 lawsuits, or other proceedings involve matters that were or could have been raised in  
15 the Action or are otherwise encompassed by the Release.

16           12. Settlement Consideration.

17           a. Monetary relief: As described in the Settlement, Defendant has agreed to  
18 pay Class Members who submit Valid Claims a maximum of \$5.00  
19 without Proof of Purchase per Household, and \$10.00 for every \$100.00  
20 spent on Products with Proof of Purchase, up to a maximum of \$100.00  
21 per Household, pursuant to the terms of the Settlement.

22           b. Injunctive relief: Pets Global agrees to revise Product labels and  
23 marketing references so that any Product label that makes a “chicken free”  
24 and “grain free” claim no longer contains those representations. The  
25 obligations of Section IV.A.1 of the Settlement Agreement shall initiate  
26 immediately upon the Court’s entering of a Final Approval Order. Pets  
27 Global will be able to sell all of the Product it has currently manufactured  
28

1 as of the Final Approval Order that contains these representations  
2 irrespective of the terms in Section IV A1 of the Settlement Agreement.

3 c. Audits of Suppliers: As an additional agreement per this settlement, Pets  
4 Global agrees to audit all of the manufacturing plants of suppliers for a  
5 period of 5 years following the Court’s Final Approval Order. The audits  
6 of Pets Global’s suppliers will include at least the following, and such  
7 audit will happen at least once a year: the visual inspection of all  
8 manufacturing machines that process, store, or otherwise come into  
9 contact with the petfood manufactured within said facility and purchased  
10 by Pets Global, an audit of the manufacturer’s manufacturing process and  
11 sourcing records, to confirm the accuracy of the ingredients being used in  
12 Pets Global’s Products, ensuring that all of the manufacturing processes  
13 used by the manufacturing plant adhere to quality control standards.

14 13. The following Release, which is also set forth in Section VI of the  
15 Settlement, is expressly incorporated herein in all respects, including all defined terms  
16 used in the Settlement. It is effective as of the date of this Final Order and the  
17 accompanying Final Judgment; and by operation of this Final Order and the  
18 accompanying Final Judgment shall have fully, finally and forever released,  
19 relinquished, and discharged shall have, fully, finally and forever released,  
20 relinquished, and discharged all Released Claims against the Released Parties. Upon  
21 the Effective Date, and except as to such rights or claims as may be created by this  
22 Agreement, and in consideration for the Settlement benefits described in this  
23 Agreement, Plaintiffs and the Settlement Class fully release and discharge Settling  
24 Defendant, and all of their present and former parent companies, subsidiaries, special  
25 purposes entities formed for the purpose of administering this Settlement, shareholders,  
26 owners, officers, directors, employees, agents, servants, registered representatives,  
27 attorneys, insurers, affiliates, and successors, personal representatives, heirs and  
28 assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other

1 entities or persons upstream and downstream in the production/distribution channels  
2 (together, the “Released Parties”) from all claims, demands, actions, and causes of  
3 action of any kind or nature whatsoever, whether at law or equity, known or unknown,  
4 direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen,  
5 developed or undeveloped, arising under common law, regulatory law, statutory law,  
6 or otherwise, whether based on federal, state or local law, statute, ordinance, regulation,  
7 code, contract, common law, or any other source, or any claim that Class Counsel,  
8 Plaintiffs’ Counsel, Class Representatives, or Settlement Class Members ever had, now  
9 have, may have, or hereafter can, shall or may ever have against the Released Parties  
10 in any court, tribunal, arbitration panel, commission, agency, or before any  
11 governmental and/or administrative body, or any other adjudicatory body, on the basis  
12 of, arising from, or relating to the allegations or claims in the Action, including that the  
13 Products were misleadingly labeled, marketed, or sold, or that relate to the labeling and  
14 marketing of the Products, except that there shall be no release of claims for personal  
15 injury allegedly arising out of use of the Products (the “Released Claims”).

16 14. Class Members who have opted out of the Settlement are not releasing  
17 their claims and will not obtain any Benefit from the Settlement.

18 The Released Claims include known and unknown claims relating to the Action.  
19 Plaintiffs and Class Members expressly, knowingly, and voluntarily waived the  
20 provisions of Section 1542 of the California Civil Code, which provides as follows:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
22 THAT THE CREDITOR OR RELEASING PARTY DOES NOT  
23 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
24 THE TIME OF EXECUTING THE RELEASE AND THAT, IF  
25 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
26 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR  
OR RELEASED PARTY.

27 Plaintiffs and Class Members expressly waived and relinquished any and all  
28 rights or Benefits that they may have under, or that may be conferred upon them by,

1 the provisions of Section 1542 of the California Civil Code, or any other law of any  
2 state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest  
3 extent that they may lawfully waive such rights or Benefits pertaining to the Released  
4 Claims. In connection with such waiver and relinquishment, Plaintiffs and the Class  
5 Members acknowledged that they are aware that they or their attorneys may hereafter  
6 discover claims or facts in addition to or different from those that they now know or  
7 believe exist with respect to the Released Claims, but that it is their intention to fully,  
8 finally, and forever settle and release all of the Released Claims known or unknown,  
9 suspected or unsuspected, that they have or may have against the Released Parties. In  
10 furtherance of such intention, the Release given by Plaintiffs and the Class Members  
11 to the Released Parties shall be and remain in effect as a full and complete release  
12 notwithstanding the discovery or existence of any such additional different claims or  
13 facts. Each of the Parties expressly acknowledged that he/she/it has been advised by  
14 his/her/its attorney of the contents and effect of Section 1542, and with knowledge,  
15 each of the Parties expressly waived whatever Benefits he/she/it may have had pursuant  
16 to such section (or comparable or similar provisions under the laws of other states or  
17 jurisdictions). Plaintiffs acknowledge, and the Class Members shall be deemed by  
18 operation of the Final Judgment to have acknowledged, that the foregoing waiver was  
19 separately bargained for and a material element of the Settlement of which this Release  
20 is a part.

21 15. Prohibition on Reasserting Released Claims. The Court orders that, upon  
22 the Effective Date, the Settlement shall be the exclusive remedy for any and all  
23 Released Claims of Plaintiffs and Class Members. All Plaintiffs and Class Members  
24 and/or their representatives, and all persons acting on behalf of, or in concert or  
25 participation with such Plaintiffs or Class Members (including but not limited to the  
26 Releasing Parties), who have not been timely excluded from the Class, are hereby  
27 permanently barred and enjoined from: (a) filing, commencing, asserting, prosecuting,  
28 maintaining, pursuing, continuing, intervening in, participating in, or receiving any

1 benefits from, any lawsuit, arbitration, or administrative, regulatory or other  
2 proceeding or order in any jurisdiction based upon or asserting any of the Released  
3 Claims; and (b) bringing an individual action or class action on behalf of Plaintiffs or  
4 Class Members, seeking to certify a class that includes Plaintiffs or Class Members, or  
5 continuing to prosecute or participate in any previously filed and/or certified class  
6 action, in any lawsuit based upon or asserting any of the Released Claims.

7 16. Enforcement of Settlement. Nothing in this Final Order or in the  
8 accompanying Final Judgment shall preclude any action to enforce the terms of the  
9 Settlement or impair this Court’s continuing jurisdiction to enforce the Settlement; nor  
10 shall anything in this Final Order or in the accompanying Final Judgment preclude  
11 Plaintiffs or other Class Members from participating in the claim process described in  
12 the Settlement if they are entitled to do so under the terms of the Settlement.

13 17. Attorneys’ Fees and Expenses and Incentive Awards. The Court is  
14 concurrently issuing a separate Order with respect to Attorneys’ Fees and Expenses  
15 and Incentive Awards to the Plaintiffs, entitled “Final Order Approving Attorneys’  
16 Fees and Expenses and Incentive Awards.”

17 18. Modification of Settlement Agreement. The Parties are hereby authorized,  
18 without needing further approval from the Court, to agree to written amendments,  
19 modifications, or expansions of the Settlement and its implementing documents  
20 (including all Exhibits) without further notice to the Class or approval by the Court if  
21 such changes are consistent with this Final Order and the accompanying Final  
22 Judgment and do not materially alter, reduce, or limit the rights of Class Members  
23 under the Settlement.

24 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Final  
25 Order, the Final Order Approving Attorneys’ Fees and Expenses and Incentive Awards,  
26 and the accompanying Final Judgment (together, “Final Orders”). Without in any way  
27 affecting the finality of these Final Orders and/or the accompanying Final Judgment,  
28 this Court expressly retains jurisdiction as to all matters relating to the administration,

1 consummation, enforcement and interpretation of the Settlement and of these Final  
2 Orders and the accompanying Final Judgment, and for any other necessary purpose,  
3 including:

4 a. enforcing the terms and conditions of the Settlement and resolving  
5 any disputes, claims, or causes of action that, in whole or in part, are related to or arise  
6 out of the Settlement, this Final Order, the Final Order Approving Attorneys' Fees and  
7 Expenses and Incentive Awards, or the accompanying Final Judgment (including,  
8 without limitation, whether a person or entity is or is not a Class Member; and whether  
9 claims or causes of action allegedly related to this case are or are not barred by this  
10 Final Order and the accompanying Final Judgment; and whether persons or entities are  
11 foreclosed from pursuing any claims against Defendant);

12 b. entering such additional Orders, if any, as may be necessary or  
13 appropriate to protect or effectuate this Final Order, the Final Order Approving  
14 Attorneys' Fees and Expenses and Incentive Awards, the accompanying Final  
15 Judgment, and the Settlement (including, without limitation, orders prohibiting persons  
16 or entities from pursuing any claims against Defendant), or dismissing all claims on  
17 the merits and with prejudice, and prohibiting Class Members from initiating or  
18 pursuing related proceedings, or to ensure the fair and orderly administration of the  
19 Settlement;

20 c. addressing any violation of the requirements in the Settlement; and

21 d. entering any other necessary or appropriate Orders to protect and  
22 effectuate this Court's retention of continuing jurisdiction; provided, however, that  
23 nothing in this paragraph is intended to restrict the ability of the Parties to exercise their  
24 rights as provided in the Settlement.

25 20. No Admissions. Neither the Settlement, nor any of its provisions, nor any  
26 negotiations, statements or court proceedings relating to its provisions in any way shall  
27 be:  
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1 a. construed as, offered as, received as, used as, or deemed to be  
2 evidence of any kind in the Action, any other action, or in any judicial, administrative,  
3 regulatory or other proceeding, except in a proceeding to enforce the Settlement or the  
4 rights of the Parties or their counsel;

5 b. construed as, offered as, received as, used as or deemed to be  
6 evidence or an admission or concession of any liability or wrongdoing whatsoever on  
7 the part of any person or entity, including, but not limited to, Defendant, the Released  
8 Parties, Plaintiffs, the Class, or Class Counsel or as a waiver by Defendant, the  
9 Released Parties, Plaintiffs, or the Class of any applicable privileges, claims or  
10 defenses; and/or

11 c. deemed a presumption, concession, or admission by Defendant of  
12 any fault, liability or wrongdoing as to any facts or claims alleged or asserted in the  
13 Action, or in any other actions or proceedings.

14 21. Notwithstanding the foregoing, Defendant may file the Settlement, this  
15 Final Order and accompanying Final Judgment, and/or any of the documents or  
16 statements referred to therein in support of any defense or claim that this Final Order  
17 and accompanying Final Judgment is binding on and shall have *res judicata*, collateral  
18 estoppel, and/or preclusive effect in all pending and future lawsuits or other  
19 proceedings maintained by or on behalf of Plaintiffs and/or any other Class Members,  
20 and each of them, as well as their heirs, executors, administrators, successors, assigns,  
21 and/or any other of the Releasing Parties.

22 22. The Court hereby enters judgment in favor of Defendant in the Action  
23 (including all individual and Class claims presented therein), without fees or costs to  
24 any Party except as otherwise provided in this Final Order, the Final Order Approving  
25 Attorneys' Fees and Expenses and Incentive Awards, the accompanying Final  
26 Judgment, and the Settlement.

27 23. In the event that the Effective Date does not occur, certification shall be  
28 automatically vacated and this Final Order, the Final Order Approving Attorneys' Fees

1 and Expenses and Incentive Awards, the accompanying Final Judgment, and all other  
2 orders entered and releases delivered in connection herewith, shall be vacated and shall  
3 become null and void.  
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6 DATED: \_\_\_\_\_  
7 The Honorable Cormac J. Carney  
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# EXHIBIT E

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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

PAUL GIFFORD, MARY LOU  
MOLINA, RANDY MILAND,  
KAREN PERRI on behalf of  
themselves and all others similarly  
situated,

Plaintiffs,

v.

PETS GLOBAL INC.,  
a California Corporation,

Defendant.

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**Case No. 2:21-cv-02136-CJC-MRW**

**[PROPOSED] FINAL JUDGMENT**

Judge: Hon. Judge Cormac J. Carney

1 IT IS on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, HEREBY ADJUDGED AND  
2 DECREED PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 23(e)  
3 THAT:

4 1. The settlement of *Gifford v. Pets Global Inc.*, No. 2:21-cv-02136-CJC-  
5 MRW, pending in the United States District Court for the Central District of  
6 California (the “Action”), on the terms set forth in the Parties’ Settlement, with  
7 Exhibits and definitions included therein (collectively, the “Settlement”), signed and  
8 filed with this Court on \_\_\_\_\_, 2021, is finally approved.

9 2. The following Class is granted final certification for settlement purposes  
10 only under Federal Rule of Civil Procedure 23(e): All persons residing in the United  
11 States and its territories who purchased the Products in the United States and its  
12 territories for personal, family, or household purposes, and not for resale, after July 9,  
13 2016 and prior to and including the Notice Date. Excluded from the Class are (a) all  
14 persons who are employees, directors, officers, and agents of Canidae, or its  
15 subsidiaries and affiliated companies; (b) persons or entities who purchased the  
16 Products primarily for the purposes of resale to consumers or other resellers; (c)  
17 governmental entities; (d) persons who timely and properly exclude themselves from  
18 the Class as provided in this Settlement; and (e) the Court, the Court’s immediate  
19 family, and Court staff.

20 3. “Product” or “Products” shall mean and are the products set forth in  
21 Exhibit “A” to the Settlement, a copy of which is attached hereto.

22 4. The dissemination of the Class Notice in accordance with the terms of  
23 the Settlement and this Court’s Preliminary Approval Order, as described in the  
24 Settlement Administrator’s Declaration filed before the Fairness Hearing:

- 25 (a) constituted the best practicable notice to the Class under the circumstances;  
26 (b) constituted notice that was reasonably calculated, under the circumstances, to  
27 apprise the Class of the pendency of the Action, the terms of the Settlement and their  
28 rights under the Settlement (including, but not limited to, their right to object to any

1 aspect of the Settlement and to appear at the Fairness Hearing, or exclude themselves  
2 from the Settlement), and the binding effect of the Final Orders and this Final  
3 Judgment on all persons and entities who did not request exclusion from the Class;  
4 (c) were reasonable and constituted due, adequate, and sufficient notice to all persons  
5 entitled to be provided with notice; and (d) met all applicable requirements of law,  
6 including, but not limited to, the Federal Rules Civil Procedure, the United States  
7 Constitution (including the Due Process Clause), and the Rules of this Court.

8 5. Only those persons and entities listed in the Final Order Approving Class  
9 Action Settlement and issued concurrently herewith, a copy of which is attached  
10 hereto as Exhibit “1,” have submitted timely and valid requests for exclusion from the  
11 Class and are therefore not bound by this Final Judgment and the accompanying Final  
12 Order Approving Class Action Settlement.

13 6. Judgment is entered in favor of Defendant pursuant to the terms  
14 (including the Release) set forth in the Parties’ Settlement and in the Court’s Final  
15 Order Approving Class Action Settlement and Final Order Approving Attorneys’  
16 Fees and Expenses and Incentive Awards (together, “Final Orders”), without costs to  
17 any party except as provided in these Final Orders.

18 7. All Plaintiffs and Class Members and/or their representatives, and all  
19 persons acting on behalf of, or in concert or participation with such Plaintiffs or Class  
20 Members, who have not been timely excluded from the Class are hereby permanently  
21 barred and enjoined from: (a) filing, commencing, asserting, prosecuting,  
22 maintaining, pursuing, continuing, intervening in, participating in, or receiving any  
23 benefits from any lawsuit, arbitration, or administrative, regulatory or other  
24 proceeding or order in any jurisdiction based upon or asserting any of the Released  
25 Claims; and (b) bringing an individual action or class action on behalf of Plaintiffs or  
26 Class Members, seeking to certify a class that includes Plaintiffs or Class Members,  
27 or continuing to prosecute or participate in any previously filed and/or certified class  
28 action, in any lawsuit based upon or asserting any of the Released Claims.

1           8.       The Settlement Administrator, in consultation with Class Counsel, shall  
2 take all steps necessary and appropriate to provide Class Members with the Benefits  
3 for which they are eligible under the terms of the Settlement and pursuant to the  
4 Orders of the Court.

5           9.       Class Counsel shall be awarded \$\_\_\_\_\_ in Attorneys' Fees  
6 and Expenses, which amount is approved as fair and reasonable, in accordance with the  
7 terms of the Settlement.

8           10.      Plaintiffs shall be awarded the following Incentive Awards in their  
9 capacity as Plaintiffs in this Action: Paul Gifford (\$\_\_\_\_), Randy Miland (\$\_\_\_\_), and  
10 Mary Lou Molina (\$\_\_\_\_).

11          11.      The Court will retain jurisdiction over the Parties and the Action for the  
12 reasons and purposes set forth in this Final Judgment, the Final Order Approving Class  
13 Action Settlement, and the Final Order Approving Attorneys' Fees and Expenses and  
14 Incentive Awards. Without in any way affecting the finality of these Final Orders  
15 and/or this Final Judgment, this Court expressly retains jurisdiction as to all matters  
16 relating to the administration, consummation, enforcement, and interpretation of the  
17 Settlement and of these Final Orders and this Final Judgment, and for any other  
18 necessary purpose.

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20 DATED: \_\_\_\_\_

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The Honorable Cormac J. Carney

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1. **Exhibit 1: List of Persons Who Requested Exclusion**

# EXHIBIT 2



# Firm Resume

(Raleigh Office)

## **FIRM PROFILE**

**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN LLP (“MILBERG”)** IS A LEADING GLOBAL PLAINTIFFS’ FIRM, successfully pioneering and litigating complex litigations in the following practice areas: class actions, antitrust and competition law, securities fraud, consumer protection, cyber security and data breach litigation, financial and insurance litigation, environmental law, securities litigation, and product liability. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride themselves on providing stellar service and achieving extraordinary results for their clients.

Milberg was founded in 1965, taking the lead in landmark cases that have set groundbreaking legal precedents and prompted changes in corporate governance benefiting shareholders and consumers. For more than 50 years, the firm has protected victims’ rights, recovering over \$50 billion in verdicts and settlements. Milberg was one of the first law firms to prosecute class actions in federal courts on behalf of investors and consumers. The firm pioneered this type of litigation and became widely recognized as a leader in defending the rights of victims of corporate and other large-scale wrongdoing.

Milberg has offices in New York, California, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Kentucky, Tennessee and Puerto Rico. Recently, Milberg opened an office in London, Belgium and Germany that serves clients in the European Union. In addition, Milberg has expanded in South America, with primary emphasis in Brazil.

The firm’s reputation has been built by successfully taking on challenging cases across a spectrum of practice areas for the past half-century. From resolving business disputes to proving antitrust conspiracies, Milberg is equipped to handle complex, high-stakes cases at any stage of the litigation process.

The firm’s lawyers have been regularly recognized as leaders in the plaintiffs’ bar by the National Law Journal, Legal 500, Chambers USA, and Super Lawyers, among others.

## **Attorney Profiles**

### **Daniel K. Bryson Partner**

Dan is a founding partner of the firm and is one of the nation’s most respected and experienced attorneys in the country in the area of consumer class actions and mass torts. Dan also has significant experience working with attorneys, funders and other partners on international litigation projects in the Courts in Amsterdam, the United Kingdom, Belgium, France, Spain and Portugal, among others.

Milberg Raleigh Office Firm Resume  
Page 3 of 15

For over 32 years, Dan has handled hundreds of insurance related disputes, including first party bad faith insurance cases, business interruption, and product liability cases. Dan has written and taught numerous continuing legal education courses on a variety of insurance related topics. Dan and members of his firm are well equipped and dedicated to handling these cases on behalf of all entities who have had improperly denied claims.

Dan is a frequent lecturer and writer on a variety of consumer class action, insurance, and mass tort related disputes. He has been quoted by a variety of media outlets over the years including the Wall Street Journal, Washington Post, New York Times, Law360 and Lawyers Weekly to name a few. He has been named as a member of the Legal Elite and Super Lawyers in North Carolina on numerous occasions. He has been awarded the designation of one of the Top 25 lawyers in Raleigh by Charlotte Magazine for a number of years including 2020.

Dan is on the Executive Board and Vice-President of the Public Justice Foundation Board. Public Justice is a nationwide public interest law firm. See [www.publicjustice.net](http://www.publicjustice.net) for more information about this great organization. Dan is also an adjunct professor at Campbell Law School in Raleigh, NC where he teaches "Introduction to Class Actions and Multi-district litigation." Dan is also the current Board Chair of Theatre Raleigh and enjoys running, playing the guitar, and golf in his free time.

**Scott C. Harris**  
**Partner**

Scott's practice is focused on fighting for individuals and homeowners in complex litigation, including construction defect, mass tort, product liability, and wrongful death litigation. Scott has played a key role in securing substantial verdicts and settlements in a variety of cases, including a multi-million dollar verdict in favor of homeowners for a developer's unfair and deceptive advertising and shoddy road construction, a legal malpractice case, and several defective condominium construction cases.

Scott earned his law degree from Wake Forest University School of Law in 2006 and his Bachelor of Arts from Hampden-Sydney College, in 2001. While at Hampden-Sydney College, Scott was Chairman of the Honor Committee and a member of the national leadership honor Society, Omicron Delta Kappa. Scott was named to the *Super Lawyers' Rising Stars* list as one of the top up-and-coming attorneys in North Carolina for 2010 and 2012-2018 and selected for inclusion in *Business North Carolina* Legal Elite for 2013.

**Matthew E. Lee**  
**Partner**

For the last 15 years, Matt has focused his practice on fighting for consumers on complex business litigation, employment litigation (IT sector), and consumer class actions. Matt has secured substantial verdicts and settlements in a variety of matters, including multi-million dollar verdicts for homeowners associations in construction defect litigation and large settlements in class actions, product liability, and employment cases.

Milberg Raleigh Office Firm Resume  
Page 4 of 15

Matt has served as lead counsel in class actions and other complex plaintiff's litigation both in North Carolina and around the country. Currently, Matt was appointed and serves as Co-Lead Interim Class Counsel in *Edwards v. CSX Transportation, Inc.*, No. 7:18-cv-169-BO (E.D.N.C.). Matt is co-lead counsel in a biometric information and privacy class action against Facebook, Inc. and lead counsel in another biometric information and privacy class action against Snap, Inc. (Snapchat). Matt is also lead counsel in two class actions against IBM arising from its commissions practices. *Comin v. International Business Machines Corp.*, No. 19-cv-07261-JD (N.D. Cal.) and *Engle v. International Business Machines, Corp.*, Index No. 654556/2020 (Supreme Court of New York).

Since 2012, Matt has been selected for Super Lawyers (in the area of Class Actions and Mass Torts), Best Lawyers, and Business North Carolina's "Legal Elite.". Matt has published numerous articles and given presentations on issues in complex plaintiff's litigation. Matt was the 2020-2021 chair of the Products Liability, Class Actions, and Mass Torts section of the North Carolina Advocates for Justice (NCAJ) and continues to serve as past-chair through 2021-2022. Matt is a graduate of Leadership Raleigh 25 with the Greater Raleigh Chamber of Commerce

Matt earned his law degree from Wake Forest University School of Law in 2006 and his Bachelor of Arts from The Catholic University of America, *cum laude*, in 2001. While at Wake Forest, Matt was the 2005 Zeliff Trial Competition Champion, a regional finalist at the 2006 American Association for Justice (AAJ) Trial Advocacy Competition, the AAJ Student Chapter President, and was selected as a member of the Order of Barristers. In addition, Matt spent several months clerking for the United States Attorney's Office in Greensboro, North Carolina.

## **Martha Geer Partner**

Judge Martha Geer has a combination of experience that few attorneys possess and clients find invaluable. She has practiced for more than two decades as a respected litigator and appellate advocate and served for more than 13 years as a rarely-reversed appellate judge. As a trial lawyer and board-certified appellate specialist, Judge Geer is known for obtaining cutting-edge and precedent-setting victories in a diverse set of practice areas, including consumer protection, ERISA, environmental, securities, labor and employment law, antitrust and trade regulation, contingent commercial litigation, and civil rights litigation.

Judge Geer received her B.A. summa cum laude from Bryn Mawr College and her J.D. with high honors from the University of North Carolina School of Law where she was a Morehead Fellow (a merit-based full scholarship) and served as Managing Editor of the North Carolina Law Review.

Following law school, Judge Geer joined Paul Weiss, one of the top law firms in the country where she represented corporate clients in class actions, shareholder litigation, and commercial disputes. Subsequently, she was a partner with two leading North Carolina plaintiffs' firms (a founding member of the second firm) and represented plaintiffs in a wide range of complex civil litigation, including both class actions and individual cases.

She was first elected to the North Carolina Court of Appeals in 2002. In 2010, because of her reputation as a fair and impartial judge, she garnered strong bipartisan support that resulted in her winning re-election by a 20-point margin. During her tenure on the Court, Judge Geer heard more than 3,800 appeals, authored more than 1,350 opinions, and had her opinions reversed less than 2% of the time. She left the Court of Appeals to become a partner at Cohen Milstein Sellers & Toll LLP, a leading plaintiffs' class action firm, and founded its Raleigh office. In October 2019, she joined MCBPG.

Judge Geer is a highly sought-after teacher of continuing education programs for both judges and lawyers. As a trial and appellate lawyer, she has been regularly recognized in *The Best Lawyers in America*, most recently (2018, 2019, and 2020 eds.) in the areas of appellate practice and mass tort/class actions. Prior to joining the bench, she was selected by *Business North Carolina* as one of North Carolina's "Legal Elite."

**Drew Hathaway**  
**Partner**

Drew Hathaway focuses on representing consumers in complex litigation. His primary focus is on product liability and consumer protection class actions both in the United States and internationally throughout Europe. Along with product liability cases, Drew currently represents the elderly in North Carolina's first ever class action against an adult care home chain for understaffing their facilities. In addition to representing harmed consumers against some of the largest corporations in the world, Drew also represents commercial real estate owners in lawsuits related to defective construction.

Drew graduated from The University of North Carolina at Chapel Hill in 2003. While studying, he was a member of the varsity swim team at Chapel Hill. Drew earned his J.D. from Campbell University School of Law in 2007. While at Campbell, Drew was a member of the National Moot Court Team, inducted into the Order of Old Kivett and was an editor for the *Campbell Law Observer*.

Drew spent the first eight years of his career practicing as a defense lawyer with a primary focus on medical malpractice and commercial litigation. Drew has extensive trial experience and has received numerous honors as a trial attorney including recognition as North Carolina Super Lawyers Rising Stars, a peer selection for the top 2.5% of North Carolina Lawyers under the age of 40.

Since 2007, Drew has been on the board of directors for Vidas De Esperanza. Vidas is a 501(c)(3) non-profit that provides free health care and educational opportunities to the underserved in North Carolina and in Mexico. Drew is a member of the Public Justice Foundation, the American Association for Justice, the North Carolina Advocates for Justice, the Wake County Bar Association and the North Carolina Bar Association.

Milberg Raleigh Office Firm Resume  
Page 6 of 15

**Jeremy R. Williams**  
**Partner**

Jeremy focuses his practice on complex business litigation, employment litigation (IT sector) and consumer class actions. Since joining the firm in 2014, Jeremy has prosecuted cases nationwide against some of the largest companies in the world – ranging from cases involving millions of dollars in unpaid sales commissions by one of the largest technology companies in the Fortune 500 rankings to class actions for deceptive products and fraudulent pricing schemes against numerous Fortune 500 companies.

Jeremy's dedication to his clients has resulted in recent resolutions of two Title IX lawsuits against universities located in North Carolina for discriminating against women's sports programs, and a successful challenge of an unconstitutional restriction on free speech of a North Carolina statute that allowed employers to sue whistleblowers.

Currently, Jeremy has been appointed as class counsel in a MDL involving defective composite decking, and is pursuing a class action arising from discriminatory pricing by a major auto insurer, two class actions against IBM arising from its commissions practices, three class actions related to unlawful charges by property management companies at residential real estate closings, an ERISA action arising from unreasonable plan expenses and poor-performing investment options.

Jeremy was named to the *Super Lawyers' Rising Stars* list as one of the top up-and-coming class action attorneys in North Carolina for 2018 through 2021. In December of 2020, Jeremy received the Presidents' Award from the Wake County Bar Association and the Tenth Judicial District Bar in recognition of his efforts leading the Young Lawyers' Division of the local Wake County Bar Association as its President in 2020. Jeremy has published numerous articles and presented on topics relating to complex litigation. He is a member of the American Association for Justice as well as the North Carolina Advocates for Justice. Jeremy graduated law school from Campbell University School of Law and earned his MBA from North Carolina State University. He received his bachelor's in sport and event management in 2010 from Elon University.

**Patrick M. Wallace**  
**Partner**

Patrick is an associate in Milberg's litigation practice, with a focus on complex litigation, including consumer class actions, multi-district litigation, and qui tams. He focuses his nationwide practice on representing individuals and entities who have been the victims of defective products and corporate misconduct.

Patrick is entrusted by his clients and peers to successfully engage in every aspect of his cases, including arguing dispositive motions, formulating and executing discovery plans, working with experts, and conducting crucial depositions. Patrick takes on leadership roles in his cases, owing to his deep experience in nationwide litigation.

During his practice Patrick has served integral roles in several class actions. His recent experience includes litigating and settling North Carolina landlord-tenant eviction fee litigation cases against Mid-America Apartment Company, the NRP Group, and Southwood Realty Company. Patrick has also served important roles in nationwide litigation, including In re Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Marketing and Sales Practices Litigation (MDL No. 2743), In re Windsor Windows Wood Clad Windows Products Liability Litigation (MDL No. 2688), Smith v. Floor and Decor Outlets of America, Inc. (N.D. Ga.); and In re Outer Banks Power Outage Litigation (E.D.N.C.). Patrick also has extensive experience investigating and litigating qui tam cases, including through trial.

Patrick joined the firm in 2015 after completing a judicial clerkship with the Hon. Catharine R. Aron, Chief Judge for the United States Bankruptcy Court for the Middle District of North Carolina. He received his law degree from Wake Forest University School of Law, where he was a member of Moot Court and competed on the American Association for Justice trial team for two years. At graduation Patrick was selected by the law faculty for induction to the Order of the Barristers. Prior to law school, Patrick received his Bachelor of Arts degree from the University of Illinois at Urbana-Champaign in 2009, and his Associate in Arts degree from Heartland Community College in 2007. In 2019 and 2020, Patrick was named to the Super Lawyers' Rising Stars list as one of the top young attorneys in North Carolina. Patrick is a member of the American Association for Justice and the North Carolina Association for Justice. Patrick maintains active involvement in his community through participating in his local church and in the Kiwanis Club of Raleigh.

**Hunter Bryson**  
**Attorney**

Hunter is an associate in the firm's litigation practice with a focus on product liability misrepresentation claims and improper municipal fee cases. He primarily focuses on representing individuals who have been the unfortunate victims of products not meeting their claims and entities being victims of government misconduct.

Hunter joined the firm in 2016, after working as a law clerk for the firm, where he assisted in standing up for the rights of injured consumers on a daily basis.

Hunter earned his law degree from Campbell University School of Law in 2016. While at Campbell Law, he was elected as a justice to the honor court, a group leader for the peer mentor program, and a participant in the Campbell Law Connections program. Hunter earned his Bachelor of Arts degree from the University of North Carolina Chapel Hill, double majoring in Political Science and Economics. During the summer, Hunter interned for Themis Law Chambers in Cape Town, South Africa.

**Erin Ruben**  
**Attorney**

Erin focuses her practice on civil litigation, though she brings a wide range of experience in both civil and criminal law. Erin began her career in 2006 as a public defender with Virginia's

Indigent Defense Commission, where she represented the county's most vulnerable defendants in criminal matters before judges and juries in the district and circuit courts of Fairfax County and in the Virginia Court of Appeals. After relocating to North Carolina in 2009, she began her civil litigation practice, primarily representing plaintiffs in medical malpractice, personal injury, and employment matters. From 2015-2017, she also owned and operated a small business with a retail location in Raleigh, NC, which provided her with a wealth of practical experience she has been able to apply to her practice. Erin is passionate about protecting and defending the rights and dignity of her clients through zealous, compassionate legal advocacy.

Erin earned her J.D. from Wake Forest University School of Law in 2006, where she was a member of the Moot Court Board. Erin obtained a Bachelor of Business Administration (B.B.A.) in Marketing from the University of Georgia in 2003, in addition to a Certificate in Personal and Organizational Leadership from UGA's Institute for Leadership Advancement. While at UGA, Erin was honored to be named a Leonard Leadership Scholar, recognizing her academic achievement and demonstrated leadership.

**Karl J. Amelchenko**  
**Attorney**

Karl has dedicated his practice to holding accountable insurance companies, large corporations and those who negligently and recklessly hurt others then refuse to take responsibility for their actions.

Karl earned his law degree from Wake Forest University School of Law and his undergraduate degrees from The University of North Carolina at Wilmington in formal logic and international political economy. While at Wake Forest, Karl was the captain of the American Association for Justice (AAJ) Trial Team and received the Goldberg Award for Trial Advocacy upon graduation as the school's top trial advocate in both terms of proficiency and ethics.

Karl is co-chair of the yearly American Association for Justice (AAJ) Trial Advocacy competition in Raleigh, NC. Karl is deeply committed to Raleigh, The Triangle and North Carolina as a whole.

Karl handles complex litigation, primarily medical malpractice, catastrophic injury, truck and car accidents, whistle-blower and bad-faith insurance, and has secured multiple million dollar settlements and verdicts. Karl has held numerous leadership positions with AAJ and North Carolina Advocates for Justice (NCAJ), including Chair of the Professional Negligence Section. Karl is AV-Rated by his peers and has been named a Super Lawyer every year since 2011.

Karl is currently working with hundreds of homeowners in the United States Virgin Islands who were defrauded out of insurance proceeds related to losses they sustained in Hurricanes Maria and Irene. In these actions, some of the largest insurers in the world have refused to pay hundreds of millions of dollars rightfully due to homeowners simply to better their bottom lines, leaving some of the most vulnerable among us to fend for themselves in unlivable conditions.

**Sarah J. Spangenburg**  
**Attorney**

Sarah J. Spangenburg joined the firm in fall 2020 after clerking in the U.S. District Court for the District of Connecticut. Her clerkship with The Honorable Sarah A. L. Merriam provided valuable insight into litigating in federal court and extensive experience with pre-trial matters, including discovery and settlement. Ms. Spangenburg was admitted to the Eastern District of North Carolina Bar in 2021.

Sarah received a B.A. in Political Science, magna cum laude from John Carroll University in 2016. She graduated cum laude from Wake Forest University School of Law in 2019. While at Wake Forest, she was an Executive Editor of the Wake Forest Law Review. She participated in the 3L Appellate Advocacy Clinic where she worked on two amici briefs filed in the U.S. Supreme Court and a reply brief for an actual innocence appeal filed in the Fourth Circuit. Ms. Spangenburg served as a Teaching Assistant for Legal Writing, Analysis, and Research, Civil Procedure, Conflict of Laws, and Employment Discrimination. She also served as a Student Ambassador for the Law School's Admissions Office for three years.

While in law school, Sarah served as a judicial extern to The Honorable Thomas F. Hogan in the U.S. District Court for the District of Columbia, as a judicial intern to The Honorable Adam M. Conrad in the North Carolina Business Court, and as a summer associate at another North Carolina law firm.

Sarah graduated magna cum laude from John Carroll University in 2016 with a B.A. in Political Science. She was chosen for and participated in the Arrupe Scholars Program for Service and Social Justice and worked in the Center for Service and Social Action. During her undergraduate summers, she served as the President's Intern at Chautauqua Institution in Chautauqua, NY. Sarah currently serves as a member of the Rose Council at Wake Forest Law School.

**Notable Class Action Cases**

**Antitrust**

*In re: TFT-LCD (Flat Panel) Antitrust Litigation*, No. 3:07-cv-01827, MDL No. 1827 (N.D. Cal.) (combined settlement totaling nearly \$1.1 billion in suit alleging the illegal formation of an international cartel to restrict competition in the LCD panel market) (2012).

**Apartment Fee**

*Stewart v. Southwood Realty Company* (Cumberland Co., NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2020).

*Lewis et al. v. Bridge Property Management, LLC et al.* (Wake Co., NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2020).

*Hargrove v. Grubb Management, Inc. et al.* (Wake Co., NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2020).

*Rush v. The NRP Group LLC* (USDC MD NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2020).

*Hamilton v. Arcan Capital, LLC et al.* (Forsyth Co., NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Suarez v. Camden Development, Inc. et al.* (USDC ED NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Milroy et al. v. Bell Partners Inc. et al.* (USDC ED NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Davis v. RAM Partners, LLC* (USDC MD NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Hampton v. KPM et al.* (USDC WD NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Brogden v. Kenney Properties, Inc. et al.* (Wake Co., NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Williams v. Pegasus Residential, LLC* (USDC MD NC) (preliminary approval of settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Medina v. Westdale et al.* (USDC ED NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Talley et al. v. Lincoln Property Company* (USDC ED NC) (preliminary approval of settlement of class claims arising from apartment communities allegedly assessing improper eviction fees pending) (2021).

*McCord v. PRG Real Estate Mgmt, Inc. et al.* (USDC MD NC) (pending final approval of settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

### **Appliances**

*Ersler, et. al v. Toshiba America et. al*, No. 07- 2304 (D.N.J.) (settlement of claims arising from allegedly defective television lamps) (2009).

Milberg Raleigh Office Firm Resume  
Page 11 of 15

*Maytag Neptune Washing Machines* (class action settlement for owners of Maytag Neptune washing machines).

*Stalcup, et al. v. Thomson, Inc.* (Ill. Cir. Ct.) (\$100 million class settlement of claims that certain GE, PROSCAN and RCA televisions may have been susceptible to temporary loss of audio when receiving broadcast data packages that were longer than reasonably anticipated or specified) (2004).

*Hurkes Harris Design Associates, Inc., et al. v. Fujitsu Computer Prods. of Am., Inc.* (settlement provides \$42.5 million to pay claims of all consumers and other end users who bought certain Fujitsu Desktop 3.5" IDE hard disk drives) (2003).

*Turner v. General Electric Company*, No. 2:05-cv-00186 (M.D. Fla.) (national settlement of claims arising from allegedly defective refrigerators) (2006).

### **Automobiles**

*In re General Motors Corp. Speedometer Prods. Liability Litig.*, MDL 1896 (W.D. Wash.) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective speedometers) (2007).

*Baugh v. The Goodyear Tire & Rubber Company* (class settlement of claims that Goodyear sold defective tires that are prone to tread separation when operated at highway speeds; Goodyear agreed to provide a combination of both monetary and non-monetary consideration to the Settlement Class in the form of an Enhanced Warranty Program and Rebate Program) (2002).

*Lubitz v. Daimler Chrysler Corp.*, No. L-4883-04 (Bergen Cty. Super. Ct, NJ 2006) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective brake system; creation of \$12 million fund; 7th largest judgment or settlement in New Jersey) (2007).

*Berman et al. v. General Motors LLC*, Case No. 2:18-cv-14371 (S.D. Fla.) (Co-Lead Counsel; national settlement for repairs and reimbursement of repair costs incurred in connection with Chevrolet Equinox excessive oil consumption).

### **Civil Rights**

*In re Black Farmers Discrimination Litigation*, Case No. 1:08-mc-00511 (D.D.C.) (\$1.25 billion settlement fund for black farmers who alleged U.S. Department of Agriculture discriminated against them by denying farm loans) (2013).

*Bruce, et. al. v. County of Rensselaer et. al.*, Case No. 02-cv-0847 (N.D.N.Y.) (class settlement of claims that corrections officers and others employed at the Rensselaer County Jail (NY) engaged in the practice of illegally strip searching all individuals charged with only misdemeanors or minor offenses) (2004).

Milberg Raleigh Office Firm Resume  
Page 12 of 15

### **Commercial**

*In re: Outer Banks Power Outage Litigation*, 4:17-cv-141 (E.D.N.C) (Co-Lead Counsel; \$10.35 million settlement for residents, businesses, and vacationers on Hatteras and Ocracoke Islands who were impacted by a 9-day power outage) (2018)

### **Construction Materials**

*Cordes et al v. IPEX, Inc.*, No. 08-cv-02220-CMA-BNB (D. Colo.) (class action arising out of defective brass fittings; court-appointed member of Plaintiffs' Steering Committee) (2011).

*Elliott et al v. KB Home North Carolina Inc. et al* 08-cv-21190 (N.C. Super. Ct. Wake County) (Lead Counsel; class action settlement for those whose homes were constructed without a weather-resistant barrier)(2017)

*In re: Pella Corporation Architect and Designer Series Windows Marketing, Sales Practices and Products Liability Litigation*, MDL No. 2514 (D.S.C.)(class action arising from allegedly defective windows; Court-appointed Co-Lead Counsel).

*In re MI Windows and Doors, Inc., Products Liability Litigation*, MDL No. 2333 (D.S.C) (National class action settlement for homeowners who purchased defective windows; Court-appointed Co-Lead Counsel).

*In re: Atlas Roofing Corporation Chalet Shingle Products Liability Litig.*, MDL No. 2495 (N.D. Ga.) (class action arising from allegedly defective shingles; Court-appointed Co-Lead Counsel).

*Helmer et al. v. Goodyear Tire & Rubber Co.*, No. 12-cv-00685-RBJ (D. Colo. 2012) (class action arising from allegedly defective radiant heating systems; Colorado class certified, 2014 WL 3353264, July 9, 2014)).

*In re: Zurn Pex Plumbing Products Liability Litigation*, No. 0:08-md-01958, MDL No. 1958 (D. Minn.) (class action arising from allegedly plumbing systems; member of Executive Committee; settlement) (2012).

*Hobbie, et al. v. RCR Holdings II, LLC, et al.*, No. 10-1113 , MDL No. 2047 (E.D. La.) (\$30 million settlement for remediation of 364 unit residential high-rise constructed with Chinese drywall) (2012).

*In re: Chinese Manufactured Drywall Products Liability Litigation*, No. 2:09-md-02047, MDL No. 2047 (E.D. La.) (litigation arising out of defective drywall) (appointed Co-Chair, Insurance Committee) (2012).

*Galanti v. Goodyear Tire & Rubber Co.*, No. 03-209 (D.N.J. 2003) (national settlement and creation of \$330 million fund for payment to owners of homes with defective radiant heating systems) (2003).

Milberg Raleigh Office Firm Resume  
Page 13 of 15

*In re Synthetic Stucco Litig.*, Civ. Action No. 5:96-CV-287-BR(2) (E.D.N.C.) (member of Plaintiffs' Steering Committee; settlements with four EIFS Manufacturers for North Carolina homeowners valued at more than \$50 million).

*In re Synthetic Stucco (EIFS) Prods. Liability Litig.*, MDL No. 1132 (E.D.N.C.) (represented over 100 individuals homeowners in lawsuits against homebuilders and EIFS manufacturers).

*Posey, et al. v. Dryvit Systems, Inc.*, Case No. 17,715-IV (Tenn. Cir. Ct) (Co-Lead Counsel; national class action settlement provided cash and repairs to more than 7,000 claimants) (2002).

*Sutton, et al. v. The Federal Materials Company, Inc., et al*, No. 07-CI-00007 (Ky. Cir. Ct) (Co-Lead Counsel; \$10.1 million class settlement for owners of residential and commercial properties constructed with defective concrete).

*Staton v. IMI South, et al.* (Ky. Cir. Ct.) ((Co-Lead Counsel; class settlement for approximately \$30 million for repair and purchase of houses built with defective concrete).

*In re Elk Cross Timbers Decking Marketing, Sales Practices and Products Liability Litigation*, No. 15-cv-0018, MDL No. 2577 (D.N.J.) (Lead Counsel; national settlement to homeowners who purchased defective GAF decking and railings).

*Bridget Smith v. Floor and Decor Outlets of America, Inc.*, No. 1:15-cv-4316 (N.D. Ga.) (Co-Lead Counsel; National class action settlement for homeowners who purchased unsafe laminate wood flooring).

*In re Lumber Liquidators Chinese-Manufactured Flooring Products Marketing, Sales Practices and Products Liability Litigation* MDL No. 1:15-md-2627 (E.D.Va.) (Formaldehyde case; \$36 million national class action settlement for member who purchased a certain type of laminate flooring).

*In re Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Marketing, Sales Practices Litigation* MDL No. 1:16-md-2743 (E.D.Va.) (Co-Lead Counsel; Durability case; \$36 million national class action settlement for member who purchased a certain type of laminate flooring).

*In re Windsor Wood Clad Window Products Liability Litigation* MDL No. 2:16-md-02688 (E.D. Wis.) (National class action settlement for homeowners who purchased defective windows; Court-appointed Lead Counsel).

*In re Allura Fiber Cement Siding Products Liability Litigation* MDL No. 2:19-md-02886 (D.S.C.) (class action arising from allegedly defective cement board siding; Court-appointed Lead Counsel).

### **Environmental**

*Nnadili, et al. v. Chevron U.S.A., Inc*, No. 02-cv-1620 (D.D.C.) (\$6.2 million settlement for owners and residents of 200 properties located above underground plume of petroleum from former Chevron gas station) (2008).

### **Fair Labor Standards Act/Wage and Hour**

*Craig v. Rite Aid Corporation*, Civil No. 08-2317 (M.D. Pa.) (FLSA collective action and class action settled for \$20.9 million) (2013).

*Stillman v. Staples, Inc.*, Civil No. 07-849 (D.N.J. 2009) (FLSA collective action, plaintiffs' trial verdict for \$2.5 million; national settlement approved for \$42 million) (2010).

*Lew v. Pizza Hut of Maryland, Inc.*, Civil No. CBB-09-CV-3162 (D. Md.) (FLSA collective action, statewide settlement for managers-in-training and assistant managers, providing recompense of 100% of lost wages) (2011).

### **Financial**

*Roberts v. Fleet Bank (R.I.), N.A.*, Civil Action No. 00-6142 (E. D. Pa.) (\$4 million dollar settlement on claims that Fleet changed the interest rate on consumers' credit cards which had been advertised as "fixed.") (2003).

*Penobscot Indian Nation et al v United States Department of Housing and Urban Development*, N. 07-1282 (PLF) (D.D.C. 2008) (represented charitable organization which successfully challenged regulation barring certain kinds of down-payment assistance; Court held that HUD's promulgation of rule violated the Administrative Procedure Act) (2008).

### **Impact Fees**

*Town of Holly Springs*, No. 17-cvs-6244, 17-cvs-6245, 18-cvs-1373 (Wake Co., NC) (Court appointed Class Counsel; Class action settlement with a \$7.9 million fund for builders and developers to recover improper capacity replacement and transportation fees paid to the town) (2019).

*Larry Shaheen v. City of Belmont*, No. 17-cvs-394 (Gaston Co., NC) (Court appointed Class Counsel; Class action settlement with a \$1.65 million fund for builders and developers to recover improper capacity replacement and transportation fees paid to the city) (2019).

*Upright Builders Inc. et al. v. Town of Apex*, No. 18-cvs-3720 & 18-cvs-4384, (Wake Co., NC) (Court appointed Class Counsel; Class action settlement with a \$15.3 million fund for builders and developers to recover improper capacity replacement and transportation paid fees to the town) (2019).

Milberg Raleigh Office Firm Resume  
Page 15 of 15

*Mayfair Partners, LLC et al. v. City of Asheville*, No. 18-cvs-04870 (Buncombe County) (Court appointed Class Counsel; Class action settlement with a \$1,850,000 million fund for builders and developers to recover improper impact fees paid to the city) (2020).

*Shenandoah Homes, LLC v. Town of Clayton*, No. 19-cvs-640 (Johnston County) (Court appointed Class Counsel; Class action settlement with a \$2.7 million fund for builders and developers to recover improper impact fees paid to the town) (2020).

*Brookline Homes LLC v. City of Mount Holly*, Gaston County file no. 19-cvs-1163 (Gaston County) (Court appointed Class Counsel; Class action settlement with a \$483,468 fund for builders and developers to recover improper impact fees paid to the city) (2020).

*Eastwood Construction, LLC et. al v. City of Monroe*, Union County file nos. 18-CVS-2692 (Union County) (Court appointed Class Counsel; Class action settlement with a \$1,750,000 million fund for builders and developers to recover improper impact fees paid to the city) (2020).

### **Insurance**

*Young, et al. v. Nationwide Mut. Ins. Co, et al.*, No. 11-5015 (E.D. Ky.) (series of class actions against multiple insurance companies arising from unlawful collection of local taxes on premium payments; class certified and affirmed on appeal, 693 F.3d 532 (6th Cir., 2012); settlements with all defendants for 100% refund of taxes collected) (2014).

*Nichols v. Progressive Direct Insurance Co., et al.*, No. 2:06cv146 (E.D. Ky.) (Class Counsel; class action arising from unlawful taxation of insurance premiums; statewide settlement with Safe Auto Insurance Company and creation of \$2 million Settlement Fund; statewide settlement with Hartford Insurance Company and tax refunds of \$1.75 million) (2012).

### **Privacy/Data Breach**

*In Re: U.S. Office of Personnel Management Data Security Breach Litigation*, No. 15-1393 (ABJ), MDL No. 2664 (D.D.C.) (court appointed interim Liaison Counsel).

*In re Google Buzz Privacy Litigation*, No. 5:10-cv-00672 (N.D. Cal.) (court-appointed Lead Class Counsel; \$8.5 million cy pres settlement) (2010).

*In re: Dept. of Veterans Affairs (VA) Data Theft Litig.*, No. 1:2006-cv-00506, MDL 1796 (D.D.C.) (Co-Lead counsel representing veterans whose privacy rights had been compromised by the theft of an external hard drive containing personal information of approximately 26.6 million veterans and their spouses; creation of a \$20 million fund for affected veterans and a cy pres award for two non-profit organizations) (2009).

*In re: Adobe Systems Inc. Privacy Litigation*, No. 5:13-cv-05226 (N.D. Cal. 2015) (settlement requiring enhanced cyber security measures and audits) (2015).

# EXHIBIT 3

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA

3  
4 Case No. 2:21-cv-02136-CJC-MRW

5 PAUL GIFFORD, MARY LOU  
6 MOLINA, RANDY MILAND,  
7 KAREN PERRI on behalf of  
8 themselves and all others similarly  
9 situated,

10 Plaintiffs,

11 v.

12 PETS GLOBAL INC.,  
13 a California Corporation,

14 Defendant.  
15

**[PROPOSED] ORDER  
PRELIMINARILY APPROVING  
CLASS ACTION SETTLEMENT,  
PROVISIONALLY CERTIFYING A  
NATIONWIDE CLASS,  
APPROVING PROPOSED NOTICE,  
AND SCHEDULING FAIRNESS  
HEARING**

Judge: Hon. Judge Cormac J. Carney

1           Upon review and consideration of the Settlement and all Exhibits thereto that  
2 have been filed with the Court, pursuant to Rule 23 of the Federal Rules of Civil  
3 Procedure, it is HEREBY ORDERED, ADJUDGED and DECREED as follows:

4           1.     The Court has carefully reviewed the Settlement, as well as the files,  
5 records, and proceedings to date in this matter. The definitions in the Settlement are  
6 hereby incorporated as though fully set forth in this Order, and capitalized terms shall  
7 have the meanings attributed to them in the Settlement.

8           2.     The Parties have agreed to settle the Action upon the terms and conditions  
9 set forth in the Settlement that has been filed with the Court. The Settlement, including  
10 all Exhibits thereto, is preliminarily approved as fair, reasonable, and adequate.  
11 Plaintiffs, by and through their counsel, conducted a robust investigation into the facts  
12 and law relating to the matters alleged in their Complaints, including into marketing,  
13 advertising, and labeling of the products, as well as legal research as to the strength and  
14 sufficiency of the claims and defenses thereto, and appropriateness of class  
15 certification. The Settlement was reached as an extensive arms'-length negotiations  
16 between the Parties and their counsel, facilitated by a full-day mediation and multiple  
17 follow-up discussions with a respected mediator, the Honorable Wayne R. Andersen  
18 (Retired). During these mediation discussions, the Parties had an arms'-length  
19 exchange of sufficient information to permit Plaintiffs and their counsel to evaluate the  
20 claims and potential defenses and to meaningfully conduct informed settlement  
21 discussions. The Settlement provides meaningful relief to the Class (including cash  
22 payments), particularly in light of the modest damages that Plaintiffs and Class Counsel  
23 believe are potentially recoverable or provable at trial without the costs, uncertainties,  
24 delays, and other risks associated with continued litigation, trial, and/or appeal.

25           3.     The Court provisionally certifies, for settlement purposes only, a Class of  
26 all persons residing in the United States and its territories who purchased the Products  
27 in the United States and its territories for personal, family, or household purposes, and  
28 not for resale, after June 2, 2017 and prior to and including the Notice Date. Excluded

1 from the Class are (a) all persons who are employees, directors, officers, and agents of  
2 Pets Global, or its subsidiaries and affiliated companies; (b) persons or entities who  
3 purchased the Products primarily for the purposes of resale to consumers or other  
4 resellers; (c) governmental entities; (d) persons who timely and properly exclude  
5 themselves from the Class as provided in this Settlement; and (e) the Court, the Court’s  
6 immediate family, and Court staff.

7 4. The Court provisionally finds, for settlement purposes only and  
8 conditioned upon the entry of this Order and subject to final findings and ratification  
9 in the Final Order and Judgment, and the occurrence of the Effective Date, that the  
10 prerequisites for a class action under Rule 23 of the Federal Rules of Civil Procedure  
11 have been satisfied in that: (a) the number of Class Members is so numerous that  
12 joinder of all Members thereof is impracticable; (b) there are questions of law and fact  
13 common to the Class; (c) the claims of the Plaintiffs are typical of the claims of the  
14 Class they seek to represent; (d) the Plaintiffs have fairly and adequately represented  
15 the interests of the Class and will continue to do so, and the Plaintiffs have retained  
16 experienced counsel to represent them; (e) the questions of law and fact common to the  
17 Class Members predominate over any questions affecting any individual Class  
18 Member; and (f) a class action is superior to the other available methods for the fair  
19 and efficient adjudication of the controversy. All of these findings are made for  
20 settlement purposes only.

21 5. The Court appoints Alex R. Straus, Arthur Stock, Daniel K. Bryson and  
22 J. Hunter Bryson of Milberg Coleman Bryson Phillips Grossman PLLC as counsel for  
23 the Class (“Class Counsel”). For purposes of these settlement approval proceedings,  
24 the Court finds that these attorneys are competent and capable of exercising their  
25 responsibilities as Class Counsel. The Court designates named Plaintiffs Paul Gifford,  
26 Randy Miland, and Mary-Lou Molina as the representatives of the Class.

27 6. The Fairness Hearing shall be held before this Court on  
28 [REDACTED], at [REDACTED], to determine whether the

1 Settlement is fair, reasonable, and adequate, and whether it should receive final  
2 approval. The Court will also address Class Counsel’s application for an award of  
3 Attorneys’ Fees and Expenses and Incentive Awards for the Plaintiffs (collectively, the  
4 “Fee Application”) at that time. Papers in support of final approval of the Settlement  
5 and the Fee Application shall be filed with the Court according to the schedule set forth  
6 in Paragraph 16 below. The Fairness Hearing may be postponed, adjourned, or  
7 continued by order of the Court without further notice to the Class. After the Fairness  
8 Hearing, the Court may enter a Final Order and Judgment in accordance with the  
9 Settlement that will adjudicate the rights of the Class Members (as defined in the  
10 Settlement) with respect to the claims being settled.

11 7. Pending the Fairness Hearing, all proceedings in the Action, other than  
12 proceedings necessary to carry out or enforce the terms and conditions of the  
13 Settlement and this Order, are stayed.

14 8. The Court approves, as to form and content, of the Claim Form and  
15 Summary Notice. The Court further approves the Notice Plan set forth in the  
16 Declaration of the Settlement Administrator, JND Legal Administration, in support of  
17 this motion (“Notice Plan”).

18 9. The Court finds that the Long Form Notice, Claim Form, and Notice Plan  
19 are reasonable, that they constitute due, adequate, and sufficient notice to all persons  
20 entitled to receive notice, and that they meet the requirements of due process and  
21 Federal Rule of Civil Procedure 23(e). Specifically, the Court finds that the manner of  
22 dissemination of the Notice Plan described in the Declaration of the Settlement  
23 Administrator, JND Legal Administration, complies with Rule 23(e), as it is also the  
24 best practicable notice under the circumstances, given the manner in which Defendant  
25 sells the Products, and is reasonably calculated, under all the circumstances, to apprise  
26 members of the class of the pendency of this Action, the terms of the Settlement, and  
27 their right to object to the Settlement or exclude themselves from the Class. Notice  
28

1 shall be issued no later than **[Within 14 days following the entry of this order]** (the  
2 “Notice Date”). Notice shall include internet and social media notice.

3 10. Class Members will have 125 days total, beginning on the Notice Date,  
4 to submit their Claim Forms, which the Court finds is adequate and sufficient time.  
5 Each member of the Class who wishes to be excluded from (*i.e.*, opt out of) the Class  
6 and follows the procedures set forth in this Paragraph shall be excluded. Members of  
7 the Class wishing to exclude themselves from the Settlement must send to the  
8 Settlement Administrator by U.S. mail to the following address: Gifford v Pets  
9 Global Settlement c/o JND Legal Administration, P.O. Box 91430, Seattle, WA  
10 98111; a personally signed letter including (a) their full name; (b) current address;  
11 (c) a clear statement communicating that they elect to be excluded from the Class, do  
12 not wish to be a Class Member, understand that they will not receive any monetary  
13 benefit under the Settlement, and that they elect to be excluded from any judgment  
14 entered pursuant to the Settlement; (d) their original signature; and (e) the case name  
15 and case number (*Gifford et al., v. Pets Global Inc., Case No. 2:21-CV-02136-CJC-*  
16 *MRW*). Any request for exclusion (*i.e.*, to opt out) must be postmarked no later than  
17 **[21 days before the Final Approval Hearing]**. All persons who properly elect to  
18 opt out of the Settlement shall not be Class Members and shall relinquish their rights  
19 and eligibility for Benefits under the Settlement, should it be finally approved, and  
20 may not file an objection to the Settlement or appear at the Fairness Hearing.

21 11. Any member of the Class who fails to submit a valid and timely request  
22 for exclusion shall be bound by all terms of the Settlement and the Final Order and  
23 Final Judgment.

24 12. Class Members may object to the terms and conditions of the Settlement,  
25 the certification of the Class, the entry of the Final Order and Judgment, the amount  
26 of Attorney’s Fees and Expenses requested by Class Counsel, and/or the amount of  
27 the Incentive Awards requested by the Plaintiffs, by filing a written objection with the  
28 Court and serving the written objection upon Class Counsel and Defense Counsel (as

1 defined in the Settlement) in the manner set forth in paragraph 12. Class Members  
2 who fail to file with the Court and serve upon Class Counsel and Defense Counsel  
3 timely written objections in the manner specified in the Settlement, the Long Form  
4 Notice, and the Notice Plan shall be deemed to have waived all objections and shall  
5 be foreclosed from making any objection (whether by appeal or otherwise) to the  
6 Settlement. The Court will not consider written objections that are mailed to the  
7 Court and not filed, or objections that are served on the Parties but not filed with the  
8 Court.

9 13. Class Members who object must include: the case name and number  
10 *Gifford et al., v. Pets Global Inc., Case No. 2:21-CV-02136-CJC-MRW*; the name,  
11 address, and telephone number of the objector; the name, address, and telephone  
12 number of all counsel (if any) who represent the objector, including any former or  
13 current counsel who may be entitled to compensation for any reason if the objection is  
14 successful, and legal and factual support for the right to such compensation; documents  
15 or testimony sufficient to establish membership in the Settlement Class; a detailed  
16 statement of any objection asserted, including the grounds therefor; whether the  
17 objector is, and any reasons for, requesting the opportunity to appear and be heard at  
18 the Final Approval Hearing; the identity of all counsel (if any) representing the objector  
19 who will appear at the Final Approval Hearing and, if applicable, a list of all persons  
20 who will be called to testify in support of the objection; copies of any papers, briefs, or  
21 other documents upon which the objection is based; a detailed list of any other  
22 objections submitted by the Settlement Class Member, or his/her counsel, to any class  
23 action settlement submitted in any state or federal court in the United States in the  
24 previous five (5) years, or affirmatively stating that no such prior objection has been  
25 made; and the Objector's signature, in addition to the signature of the Objector's  
26 attorney (if any). No Class Member shall be entitled to be heard at the Fairness Hearing  
27 (whether individually or through separate counsel) or to object to the Settlement, and  
28 no written objections or briefs submitted by any Class Member shall be received or

1 considered by the Court at the Fairness Hearing, unless copies of any written objections  
2 and/or briefs, along with the Class Member’s statement of intent to appear at the  
3 Fairness Hearing, have been filed with the Court and served via fax, U.S. mail, or email  
4 on the Settlement Administrator, as well as via U.S. mail or email to Class Counsel and  
5 Defense Counsel at the addresses set forth below by **[21 days before the Final**  
6 **Approval Hearing]**. Class Members who intend to appear but do not object to the  
7 Settlement shall file a Notice of Appearance at least fourteen (14) calendar days before  
8 the Fairness Hearing.

9 Objections must be served as follows:

10 Upon Settlement Administrator at:

11 Gifford v Pets Global Settlement  
12 c/o JND Legal Administration  
13 P.O. Box 91430, Seattle, WA 98111

14 Upon Class Counsel at:

15 J. Hunter Bryson  
16 MILBERG COLEMAN BRYSON  
17 PHILLIPS GROSSMAN PLLC  
18 900 W. Morgan Street  
19 Raleigh, NC, 27603  
20 Email: hbryson@milberg.com

21 Upon Defense Counsel at:

22 Jean-Paul Le Clercq  
23 MARTORELL LAW APC  
24 Playa District 6100 Center Drive, Suite 1130  
25 Los Angeles, California 90045  
26 Email: JPLeClercq@Martorell-Law.com

27 14. Class Counsel shall file their Fee Application on or before **[DATE]**.

28 15. Papers in support of final approval of the Settlement shall be filed with  
the Court on or before **[DATE]**.

16. Responses to objections to the Settlement or Fee Application shall be  
filed with the Court on or before **[DATE]**.

1 17. In summary, the deadlines set by this Order are as follows:

2 (a) The Long Form Notice shall be published within fourteen (14)  
3 days after the entry of this Order;

4 (b) The Notice Plan shall be implemented within fourteen (14) days  
5 after the entry of this Order;

6 (c) Class Counsel shall file their Fee Application on or before  
7 [DATE];

8 (d) Papers in support of final approval of the Settlement shall be filed  
9 with the Court no later than [DATE];

10 (e) Members of the Class who desire to be excluded shall submit  
11 requests for exclusion postmarked no later than [DATE];

12 (f) All written objections to the Settlement, including written notices  
13 of the objecting Class Member's intention to appear at the Fairness Hearing,  
14 shall be filed with the Court and served on Class Counsel and Defense Counsel  
15 no later than [DATE];

16 (f) Class Members who intend to appear but do not object to the  
17 Settlement shall file a Notice of Appearance by [DATE];

18 (g) Responses to objections to the Settlement or the Fee Application  
19 shall be filed with the Court no later than [DATE]; and

20 (h) The Fairness Hearing shall be held on [DATE] at [TIME].

21 18. These deadlines may be extended by order of the Court, for good cause  
22 shown, without further notice to the Class. Class Members must consult the  
23 Settlement Website [www.PGPetFoodSettlement.com](http://www.PGPetFoodSettlement.com) regularly for updates and  
24 further details regarding extensions of these deadlines.

25 19. Pending final determination of whether the Settlement should be  
26 approved, Plaintiffs and Class Members, or any of them, are prohibited from directly,  
27 indirectly, derivatively, in a representative capacity, or in any other capacity,  
28 commencing, prosecuting, or continuing any other action in any forum (state or

1 federal) against any of the Released Parties (as that term is defined in the Settlement)  
2 in any court or tribunal asserting any of the Released Claims (as that term is defined  
3 in the Settlement).

4 20. JND Legal Administration is hereby appointed as Settlement  
5 Administrator for this Settlement and shall perform all of the duties of the Settlement  
6 Administrator set forth in the Settlement.

7 21. Class Counsel and Defense Counsel are hereby authorized to use all  
8 reasonable procedures in connection with approval and administration of the  
9 Settlement that are not materially inconsistent with this Order or the Settlement,  
10 including making, without further approval of the Court, minor changes to the form  
11 or content of the Long Form Notice, Summary Notice, and other Exhibits that they  
12 jointly agree are reasonable or necessary.

13 22. In the event the Court does not grant final approval to the Settlement, or  
14 if for any reason the Parties fail to obtain a Final Order and Judgment as contemplated  
15 in the Settlement, or the Settlement is terminated pursuant to its terms for any reason,  
16 or the Effective Date does not occur for any reason, then the following shall apply:

17 a. All orders and findings entered in connection with the Settlement  
18 shall become null and void and have no force and effect whatsoever, shall not  
19 be used or referred to for any purposes whatsoever, and shall not be admissible  
20 or discoverable in this or any other proceeding;

21 b. The provisional certification of the Class for settlement purposes  
22 pursuant to this Order shall be vacated automatically, and the Action shall  
23 proceed as though the Class had never been certified pursuant to this  
24 Settlement and the related findings had never been made;

25 c. Nothing contained in this Order is, or may be construed as, a  
26 presumption, concession, or admission by or against Defendant or Plaintiffs of  
27 any default, liability, or wrongdoing as to any facts or claims alleged or  
28 asserted in the Action, or in any actions or proceedings, whether civil, criminal

1 or administrative, including, but not limited to, factual or legal matters relating  
2 to any effort to certify the Action as a class action;

3 d. Nothing in this Order or pertaining to the Settlement, including  
4 any of the documents or statements generated or received pursuant to the  
5 claims process, shall be used as evidence in any further proceeding in this  
6 Action, including, but not limited to, motions or proceedings seeking treatment  
7 of the Action as a class action; and

8 e. All of the Court’s prior Orders having nothing whatsoever to do  
9 with the Settlement shall, subject to this Order, remain in force and effect.  
10

11  
12 DATED: \_\_\_\_\_

\_\_\_\_\_ The Honorable Cormac J. Carney