

SETTLEMENT 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, Karen Perri (“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, Randy Miland, Karen Perri.

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, Karen Perri.

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 by 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, Randy Miland, and Karen Perri 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 75% 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:

Daniel K. Bryson
Hunter Bryson
Counsel for Plaintiffs

PAUL GIFFORD

By:

Plaintiff and Class Representative

RANDY MILLAND

By:

Plaintiff and Class Representative

MARY LOU-MOLINA

By:

Plaintiff and Class Representative