

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

MICHAEL E. TAYLOR, et al.,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 1616-CV11531
)	
DYNAMIC PET PRODUCTS, LLC,)	Division No. 16
et al.,)	
)	
Defendants.)	

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement”) is made by and between Plaintiffs Michael E. Taylor, Dawn R. Fortner, and Catherine Gemkow (“Plaintiffs”), on behalf of themselves and the Settlement Class (defined below), on the one hand, and Defendants Dynamic Pet Products, LLC and Frick’s Meat Products, Inc. (“Defendants”), on the other hand, subject to and conditioned upon Court approval of the terms and conditions hereof.

RECITALS

A. On May 16, 2016, Plaintiffs Michael Taylor and Catherine Gemkow commenced a putative class action against Defendants titled *Michael E. Taylor, on behalf of himself and all others similarly situated, and Catherine Gemkow, individually v. Dynamic Pet Products, LLC and Frick’s Meat Products, Inc.*, in the Circuit Court of Jackson County, Missouri at Independence, Case No. 1616-CV011531 (the “Action”).

B. In their Class Action Petition (the “Petition”), Plaintiffs alleged that Defendants represent their Real Ham Bone For Dogs product as safe and appropriate for dogs when it actually is prone to splinter into needle-like shards, causing severe injuries or deaths in dogs who are given the product to chew. In Count I of the Petition, Plaintiff Taylor asserted a class action claim against Defendants under the Missouri Merchandising Practices Act (“MMPA”), Mo. Rev. Stat. § 407.010, *et seq.* for allegedly misrepresenting the quality and safety of Defendants’ Real Ham Bone For Dogs product. Plaintiff Gemkow asserted individual claims against Defendants in Counts II through VI of the Petition.

C. On July 13, 2016, Defendants moved to dismiss the Petition, arguing, among other things, that Plaintiff Taylor had not properly alleged an actual deception, that Plaintiff Taylor had not properly alleged actual damages, that the class action allegations should be

stricken, and that Count I of the Petition and the class action allegations in the Petition should be dismissed under the pending action doctrine.

D. Plaintiffs filed suggestions in opposition to Defendants' motion to dismiss on August 15, 2016, and Defendants filed reply suggestions in support of their motion to dismiss on August 19, 2016. By order dated November 21, 2016, the Court (the Honorable Marco A. Roldan of the Jackson County Circuit Court) denied Defendants' motion to dismiss.

E. On December 1, 2016, Defendants' filed their answer to the Petition in which they denied all of the material allegations in Petition, denied any and all liability with respect to all facts and claims alleged therein, and further denied that any of the Plaintiffs or putative class members suffered any harm or damage or was entitled to any monetary, injunctive, or other relief whatsoever in connection with the Action.

F. On April 4, 2017, with written consent of Defendants, Plaintiffs filed their First Amended Class Action Petition (the "Amended Petition") in which they assert a claim under the MMPA in Count I and a claim for negligent misrepresentation in Count II, Plaintiffs Fortner and Gemkow assert individual product liability claims in Counts III through V, and Plaintiff Gemkow asserts a claim for malicious injury to pet in Count VI. After the filing of the Amended Petition, the Action is now styled *Michael E. Taylor, Dawn R. Fortner, and Catherine Gemkow, on behalf of themselves and all others similarly situated v. Dynamic Pet Products, LLC and Frick's Meat Products, Inc.*, Case No. 1616-CV11531, Circuit Court of Jackson County, Missouri. On Count I of the Amended Petition, Plaintiffs seek certification of a class of all persons in the United States who purchased the Real Ham Bone For Dogs for purposes other than resale from January 1, 2011 to the present or who suffered pet injury/property damage from use of the Real Ham Bone For Dogs at any time from January 1, 2011 to the present.

G. Defendants deny all of the material allegations of the Amended Petition, deny any and all liability with respect to all facts and claims therein, and deny that any of the Plaintiffs or putative class members suffered any harm or damage or are entitled to any monetary, injunctive, or other relief whatsoever in connection with the Action. Defendants contend that the dogs should not have been left unsupervised to eat the bones rather than simply chew them.

H. Plaintiffs' Counsel (defined below) have conducted a thorough examination and investigation into the factual and legal issues presented in this Action, including, but not limited to, investigating other complaints about and proceedings regarding The Real Ham Bone For Dogs, reviewing documents produced by Defendants, which exceeded 30,000 pages, and

evaluating the strength of Plaintiffs' claim under the Missouri Merchandising Practices Act and the governing legal standards. Plaintiffs and Plaintiffs' Counsel have evaluated the merits of the contentions of all Parties and have evaluated the settlement terms and conditions memorialized in this Settlement Agreement (the "Settlement"). Plaintiffs and Plaintiffs' Counsel, after taking into account the risks and costs of further litigation, have concluded that the terms and conditions of the Settlement are fair, reasonable, and adequate, and that this Settlement is in the best interest of the Settlement Class Members (defined below). In doing so, Plaintiffs and Plaintiffs' Counsel have considered and evaluated the numerous risks of continued litigation and other factors, including but not limited to the following: (1) the expense and length of time necessary to prosecute the Action through trial and any subsequent appeals; (2) the uncertainty of the outcome at trial and the possibility of an appeal by either side following the trial; (3) the possibility that a contested class might not be certified, and if certified, the possibility that such certification might be reversed on appeal; (4) the possibility that Defendants might prevail on a dispositive motion challenging some or all of Plaintiffs' claims prior to trial; and (5) the substantial benefits that are being made available to Plaintiffs and the Settlement Class Members under the terms of this Settlement Agreement.

I. Defendants, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims asserted in the Action, consider it desirable to resolve the Action on the terms and conditions of the Settlement stated in this Settlement Agreement in order to avoid further expense, inconvenience, risk, uncertainty, and burden resulting from continued litigation and, therefore, have determined that the Settlement is in their best interests. Defendants' execution of this Settlement Agreement is not, and shall not be construed as, an admission by Defendants or deemed to be evidence of: (a) the validity of any of the claims made by Plaintiffs on behalf of themselves and the Settlement Class Members, or of any liability to Plaintiffs or any Settlement Class Members; (b) that Defendants have violated the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010 et seq., or any other statute or common law; or (c) that this Action is properly maintained as a class action.

J. Plaintiffs, on behalf of themselves and the other Settlement Class Members, and Defendants, along with Plaintiffs' Counsel and Defendants' Counsel, negotiated and reached this Settlement after extensive review of the underlying facts and law, exchange of relevant information, and extensive and vigorous arm's length, good-faith negotiations, including two full-day mediation conferences conducted with the assistance of independent mediator John R.

Phillips of the Husch Blackwell law firm in Kansas City, Missouri. Resulting from these negotiations, the Parties entered into a “Settlement Term Sheet” dated April 3, 2017, which set forth principal terms under which the Parties would settle all claims made or that could have been made against the Defendants in the Action.

K. This Settlement Agreement reflects a compromise between the Parties and shall in no event be construed as or be deemed an admission or concession by any Party of the truth of any allegation or the validity of any purported claim or defense asserted in any of the pleadings in the Action, or of any fault on the part of Defendants, and all such allegations expressly are denied.

L. Given all of the above, and considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

M. In consideration of the covenants and agreements set forth herein, and of the releases and dismissals of claims as described below, and of other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged by each of the Parties, it is hereby stipulated and agreed by and between Plaintiffs, on behalf of themselves and the Settlement Class Members, and Defendants that the Parties shall enter into the Settlement described herein, subject to Court approval as required by Missouri Rule of Civil Procedure 52.08, under the following terms and conditions:

I. DEFINITIONS

As used in this Settlement Agreement and the annexed exhibits (which are an integral part of this Settlement Agreement and are incorporated in their entirety by reference), the terms and phrases below have the following meanings, unless a section or subsection of this Settlement Agreement or its exhibits provides otherwise. Unless otherwise indicated, all defined terms include the plural as well as the singular.

1.1 “Action” means the putative class action lawsuit titled *Michael E. Taylor, Dawn R. Fortner, and Catherine Gemkow, on behalf of themselves and all others similarly situated v. Dynamic Pet Products, LLC and Frick’s Meat Products, Inc.*, Case No. 1616-CV11531, pending in the Circuit Court of Jackson County, Missouri, at Independence.

1.2 “Claim” means a claim for benefits under this Settlement Agreement.

1.3 “Claimant” means a Settlement Class Member who submits a Claim for benefits as described in Section II of this Settlement Agreement.

1.4 “Claim Determination Date” means thirty (30) calendar days after the Claims Deadline, and is the date by which the Settlement Administrator will review and adjust pet injury and product purchase claims and notify the Parties of the total amounts of approved claims.

1.5 “Claim Form” means the document to be submitted by Settlement Class Members who want to submit a claim for benefits pursuant to this Settlement Agreement. The Claim Form will be available online at the Settlement Website and will be substantially the same as Exhibit A.

1.6 “Claim Payment Deadline” means thirty (30) calendar days after Defendants deposit funds into the Qualified Settlement Fund account to pay approved pet injury and product purchase claims, or thirty (30) calendar days after the Final Settlement Approval Date, whichever is later, and is the date by which the Settlement Administrator will pay or fulfill all valid and approved Claims in accordance with the terms of this Settlement Agreement.

1.7 “Claims Deadline” means the final date and time by which a Claim Form must be postmarked or made online in order for a Settlement Class Member to be eligible for any of the Settlement benefits that are to be paid or provided from the Settlement Fund, as contemplated in this Settlement Agreement. The Claims Deadline shall be set by the Court in the Preliminary Approval Order. The Parties will request that the Claims Deadline be 120 days after the Notice Date (90 days after the end of the Notice Period).

1.8 “Class Counsel” and “Plaintiffs’ Counsel” means the law firm of Shank & Moore, LLC.

1.9 “Class Notice” means the Court-approved “Notice of Class Action Settlement” to be published and communicated per the Notice Plan, attached as Exhibit D, substantially in the form of Long Form Notice attached as Exhibit B and the Short Form Notice attached as Exhibit C.

1.10 “Class Representatives” and “Plaintiffs” means Plaintiffs Michael E. Taylor, Dawn R. Fortner and Catherine Gemkow.

1.11 “Common Fund” means \$150,000 funded by the Defendants for cash payment of Claims.

1.12 “Court” means the Circuit Court of Jackson County, Missouri, at Independence.

1.13 “Defendants” means Defendants Dynamic Pet Products, LLC and Frick’s Meat Products, Inc.

1.14 “Defendants’ Counsel” means the law firm of Wilson Elser Moskowitz Edelman & Dicker LLP.

1.15 “Fairness Hearing” means the hearing that is to take place at least 89 days after entry of the Preliminary Approval Order for purposes of, among other things: (a) determining the fairness, adequacy, and reasonableness of the Settlement; and (b) ruling upon an application by Class Counsel for a Fee and Expense Award and Plaintiffs’ Incentive Awards.

1.16 “Fee and Expense Award” means the amount awarded to Plaintiffs’ Counsel by the Court for attorneys’ fees, costs, and expenses concerning Plaintiffs’ Counsel’s work on behalf of Plaintiffs and the Settlement Class relating to the Action, including but not limited to activities related to the Settlement and Settlement Agreement, which will be paid by Defendants and distributed to Plaintiffs’ Counsel as set forth in paragraphs 2.3(a) and 3.1 below. This amount shall not exceed seven hundred thousand dollars (\$700,000.00).

1.17 “Final Order and Judgment” means the final order and final judgment entered by the Court approving this Settlement Agreement as binding upon the Parties and the Settlement Class Members, setting and awarding the amounts for the Fee and Expense Award and Incentive Awards pursuant to Section III of the Settlement Agreement, and dismissing the Action with prejudice. The Final Order and Judgment shall constitute a final judgment within the meaning and for purposes of Rule 74.01 of the Missouri Rules of Civil Procedure. The Parties jointly shall request the Court to enter the proposed Final Order and Judgment substantially in the form attached hereto and made a part hereof as Exhibit F, subject to further revisions or modifications as future circumstances may warrant.

1.18 “Final Settlement Approval Date” means the date that is forty (40) days after the Court’s entry of the Final Order and Judgment, without any appeal being taken, or, if an appeal or request for review has been taken, the date on which the Final Order and Judgment has been affirmed in its entirety by the court of last resort to which an appeal or request for review has been taken and such affirmance is no longer subject to further appeal or review, or the date of denial of review after exhaustion of all appellate remedies.

1.19 “Incentive Award” means any incentive award approved by the Court, as set forth in paragraph 3.2, after application by the Class Representatives, that is payable to the Class Representatives in recognition of the time and effort they expended in pursuing this Action and

in fulfilling their obligations and responsibilities as class representatives in this Action, of the risks taken by them on behalf of the Settlement Class, and of the benefits conferred on all Settlement Class Members by the Settlement. This amount shall not exceed \$5,000 per Class Representative or \$15,000 in total.

1.20 “Long Form Notice” means the notice approved by the Court substantially in the form attached hereto as Exhibit B.

1.21 “Notice and Settlement Administration Costs” means all costs and expenses actually incurred by the Settlement Administrator relating to (i) publication of Class Notice and handling of the notification duties imposed by Mo. R. Civ. P. 52.08(c)(2), in accordance with the Notice Plan; (ii) establishment of the Settlement Website; (iii) processing, review, payment, and handling of all Claims; and (iv) all other activities relating to the administration of the Settlement, as set forth in this Settlement Agreement, or as otherwise reasonably necessary to administer the Settlement.

1.22 “Notice Date” means fourteen (14) days after the Preliminary Approval Date and is the date that notice by publication and mailing will begin.

1.23 “Notice Period” means the thirty (30) day period starting with the Notice Date during which notice by publication and mailing will occur.

1.24 “Notice Plan” means the Settlement Administrator’s plan to disseminate Class Notice to Settlement Class Members, attached as Exhibit D.

1.25 “Objection” is the written communication that a Settlement Class Member may file with the Court in order to object to this Agreement as provided for in Paragraph 5.3 of this Settlement Agreement.

1.26 “Objection Deadline” means the date, to be set by the Court, by which Settlement Class Members must file objections, if any, to the Settlement Agreement in accordance with Paragraph 5.3 of this Settlement Agreement. The Parties shall request that the Court set an Objection Deadline coinciding with the Opt-Out Date.

1.27 “Opt-Out Date” means the date, to be set by the Court, by which a Request for Exclusion must be sent to the Settlement Administrator for a Class Member to be excluded from the Settlement Class as set forth in Paragraph 5.3 of this Settlement Agreement. The Parties shall request that the Court set an Opt-Out Date coinciding with the Objection Deadline.

1.28 “Parties” means Plaintiffs Michael E. Taylor, Dawn R. Fortner and Catherine Gemkow on the one hand, and Defendants Dynamic Pet Products, LLC and Frick’s Meat Products, Inc. on the other hand.

1.29 “Preliminary Approval” means that the Court has entered an order preliminarily approving the terms and conditions of the Settlement as set forth in this Settlement Agreement, including the manner of providing the Class Notice to the Settlement Class Members.

1.30 “Preliminary Approval Date” means the date on which the Court enters an order granting Preliminary Approval.

1.31 “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement Agreement, approving the Notice Plan, and conditionally certifying the Settlement Class.

1.32 “Product” means the Real Ham Bone For Dogs.

1.33 “Qualified Settlement Fund” or “QSF” means the account established by the Settlement Administrator for the Settlement Fund paid by Defendants. The QSF will be controlled by the Settlement Administrator subject to the terms of this Settlement Agreement and the Court’s Orders for Preliminary Approval and Final Approval. Interest, if any, earned on the QSF will become part of the settlement amount.

1.34 “Released Claims” means the claims released by the Settlement Class Members, as described in Paragraph 6.1 below, who do not submit a valid Request for Exclusion.

1.35 “Released Persons” means Defendants; all of Defendants’ past and present respective parents, subsidiaries, divisions, affiliates, persons and entities directly or indirectly under its or their control in the past or in the present; Defendants’ respective assignors, predecessors, successors, and assigns; and all past or present partners, shareholders, managers, members, directors, officers, employees, agents, attorneys, insurers, accountants, and representatives of any and all of the foregoing, including but not limited to the retailers, suppliers, distributors, endorsers, consultants, and any and all entities or persons upstream or downstream in the production/distribution channels of the Product.

1.36 “Request for Exclusion” means the written communication that must be sent to the Settlement Administrator and postmarked on or before the Opt-Out Date by a Settlement Class Member who wishes to be excluded from the Settlement Class.

1.37 “Settlement Administrator” or “Claims Administrator” means Dahl Administration, and its successors, assigns, agents and subcontractors, or any other entity

approved by the Court to handle (i) publication of Class Notice and the notification duties imposed by Mo. R. Civ. P. 52.08(c)(2), in accordance with the Notice Plan; (ii) establishment of the Settlement Website; (iii) processing, review, payment, and handling of all Claims; and (iv) all other activities relating to the administration of the Settlement, as set forth in this Settlement Agreement.

1.38 “Settlement Agreement” shall mean this Settlement Agreement, including all exhibits referenced herein.

1.39 “Settlement Class Members” or “Settlement Class” means:

All persons who have purchased a Real Ham Bone For Dogs product in the United States other than for purposes of resale from January 1, 2011 to the first date notice is sent to the class or who suffered pet injury/property damage from use of the Real Ham Bone For Dogs from January 1, 2011 to the first date notice is sent to the class. Excluded from the Class are (1) Defendants, subsidiaries and affiliates of Defendants, members, directors or officers of Defendants, and members of their immediate families; (2) federal, state, and local governmental entities; and (3) any judicial officers presiding over this action, their judicial staff, and members of their immediate families.

1.40 “Settlement Class Period” or “Class Period” means the period of time from and including January 1, 2011 through and including the first date notice is sent to the Settlement Class.

1.41 “Settlement Fund” means a fund of \$2,400,000 funded by Defendants and their insurers as full compensation for all Released Claims, the costs of claims notice and administration, the Fee and Expense Award, Class Representatives’ Incentive Awards, and all other expenses associated with this settlement.

1.42 “Settlement Website” means a website established, operated, and maintained by the Settlement Administrator solely for purposes of making available to the Settlement Class Members the documents, information, and online claims submission process referenced in Sections II and IV below.

1.43 “Short Form Notice” means the Court-approved form of notice for publication to Settlement Class Members, pursuant to the Notice Plan, in substantially the same form as Exhibit C.

II. SETTLEMENT CONSIDERATION

2.1 Class Benefits. In full, complete, and final settlement and satisfaction of the Action and all Released Claims, and subject to all of the terms, conditions, and provisions of this

Settlement Agreement, Defendants agree to provide the following consideration to Settlement Class Members who are not excluded from the Settlement Class and who do not exclude themselves from the Settlement Class and who follow the procedures set forth in Paragraph 2.4 of this Settlement Agreement and submit a valid and timely Claim Form to the Settlement Administrator:

a. **Dog injury/property damage claims:** Defendants will pay Claimants' veterinary bills and expenses for pet deaths and injuries up to a total cap of **\$2,500** per claim and with an annual cap of **\$50,000** per year for dog injury/property damage occurring in a single year. Claimants must present evidence that indicates that the Product was likely the cause of the injury or death of the dog. Evidence may be in the form of veterinary records evidencing purchase or use of the Product and veterinary records that identify or associate pet injury or death with consumption of the Product. Veterinary records may include veterinary notes, veterinary records, veterinary bills, and veterinary correspondence and must include a declaration under penalty of perjury. If the total Claims for pet injury/property damage and product purchase reimbursement are less than or equal to \$150,000, those claims will all be paid out of the Common Fund. If the total claims for pet injury/property damage and product purchase reimbursement are greater than \$150,000, then the first \$75,000 of Claims for dog injury/property damage will be paid out of the Common Fund, and Defendants or their insurers will pay up to an additional **\$250,000**, for a total limit of **\$325,000**. Such Claims shall be paid for reimbursement of veterinary bills for all diagnostics, examinations, procedures and treatments for injuries or death caused by a pet's use or consumption of the Product, provided that reimbursement is only for the share of the veterinary bill related to such diagnostics and/or treatment, etc., and not for any other or unrelated portion of the veterinary bill. Dog injury/property damage claims arising out of injuries occurring on or before March 31, 2016 will be paid by Defendants' insurers. Dog injury/property damage claims arising out of injuries occurring after March 31, 2016 will be paid by Defendants. Defendants' potential liability for dog injury/property damage claims arising out of injuries occurring after March 31, 2016 will be secured by a bond issued by a reputable bonding company or a bank letter of credit upon exhaustion of the Common Fund. No payment will be made for property damage claims previously paid by the Defendants and/or for which the Defendants have already received a release.

b. **Product purchase reimbursement claims.**

(1) **With proof of purchase.** For Settlement Class Members who provide proof of purchase of the Product during the Class Period, Defendants will pay **\$3.00** per Product purchased up to a limit of **10 bones per household**. “Proof of purchase” must be a store receipt or such other financial records as will identify the Product and the price at which the Claimant purchased the Product, and contain evidence that the amount was paid by the Claimant.

(2) **Without proof of purchase.** For Settlement Class Members who do not have proof of purchase, Defendants will pay **\$3.00** per Product purchased during the Class Period up to a limit of **4 bones per household**.

(3) Claimants from a single household are limited to submitting a Claim either with proof of purchase or without proof of purchase, but cannot submit claims in both categories.

(4) If the total Claims for pet injury/property damage and product purchase reimbursement are less than or equal to \$150,000, those claims will all be paid out of the Common Fund. If the total claims for pet injury/property damage and product purchase reimbursement are greater than \$150,000, then the first \$75,000 of Claims for product purchase reimbursement will be paid out of the Common Fund, and Defendants will pay up to an additional **\$950,000**, for a total limit of **\$1,025,000**. Defendants’ potential liability to pay the additional \$950,000 in product purchase claims will be secured by a bond issued by a reputable bonding company or a bank letter of credit upon exhaustion of the Common Fund.

c. ***Pro rata payments from the Settlement Fund.*** To the extent that any of the amounts available to pay dog injury/property damage claims or product purchase claims would be exhausted by payment of 100% of the claims made in that category, distribution to Claimants will be adjusted and paid on a *pro rata* basis.

2.2 Notice and Settlement Administration Costs. Costs and expenses of the Settlement Administrator for class notice and settlement administration shall be paid from the Settlement Fund. These costs and expenses are estimated at \$335,000.

2.3 Fee and Expense Award and Incentive Awards.

a. *Payment of Fee and Expense Award.* Provided that no appeals have been filed, by no later than forty-five (45) calendar days after the entry by the Court of the Final Order

and Judgment awarding the Fee and Expense Award and the Incentive Awards and entering final judgment dismissing the Action with prejudice and on the merits as to Defendants, the Settlement Administrator will pay by wire transfer to Plaintiffs' Counsel an amount equal to the Fee and Expense Award, as ordered by the Court pursuant to paragraph 3.1 below. If any appeals are filed, then the Settlement Administrator will pay by wire transfer to Plaintiffs' Counsel an amount equal to the Fee and Expense Award, as ordered by the Court pursuant to paragraph 3.1 below, within fifteen (15) calendar days following the Final Settlement Approval Date. If the Final Order and Judgment is not affirmed in its entirety as a result of any appeal, then this settlement is void and no payment will be made pursuant to this section.

b. *Payment of Incentive Awards.* Provided that no appeals have been filed, by no later than forty-five (45) calendar days after the entry by the Court of the Final Order and Judgment awarding the Fee and Expense Award and the Incentive Awards and entering final judgment dismissing the Action with prejudice and on the merits as to Defendants, the Settlement Administrator will pay by wire transfer to Plaintiffs' Counsel an amount equal to the Incentive Awards, as ordered by the Court pursuant to paragraph 3.2 below. If any appeals are filed, then the Settlement Administrator will pay by wire transfer to Plaintiffs' Counsel an amount equal to the Incentive Awards, as ordered by the Court pursuant to paragraph 3.2 below, within fifteen (15) calendar days following the Final Settlement Approval Date. Plaintiffs' Counsel shall promptly remit the Incentive Awards to the Class Representatives. If the Final Order and Judgment is not affirmed in its entirety as a result of any appeal, then this settlement is void and no payment will be made pursuant to this section.

c. *Money to be held in trust.* If any payment for Fee and Expense Awards or Incentive Awards is made prior to the Final Settlement Approval Date, then such funds will be held in a client trust account by Class Counsel until the Final Settlement Approval Date. If the Final Order and Judgment and this Settlement is not affirmed in its entirety on any appeal, the funds discussed in this section must be returned to the payors within 30 days.

2.4 Claims procedures. Each Settlement Class Member shall be eligible to file a Claim that will, if valid, entitle him or her to the benefits described in Paragraph 2.1 of this Settlement Agreement. To be eligible to receive relief under the Settlement Agreement, Settlement Class Members must submit a claim to the Settlement Administrator by completing and certifying the online Claim Form on the Settlement Website or completing, certifying and mailing the Claim Form to the Settlement Administrator. The Claim Form must be submitted

online or postmarked no later than the Claims Deadline. Claim Forms submitted or postmarked after the Claims Deadline shall be denied by the Settlement Administrator and the Settlement Administrator will not be obligated to make any payment on such claims. Cash Claims will be paid on or before the Claim Payment Deadline. Checks shall be valid for one hundred twenty (120) calendar days from their issue date. If the Final Order and Judgment is not affirmed in its entirety as a result of any appeal, then this settlement is void and no payment will be made pursuant to this section.

2.5 Review of Claims. The Settlement Administrator shall be responsible for reviewing all Claims to determine their validity. The Settlement Administrator shall in the first instance determine the validity of Claims and the amount to be paid and shall present any denied Claims to the Parties for review and consent. If consent concerning a denied Claim is not reached, the Parties shall seek to negotiate a resolution or bring the matter to the Court for resolution. The Settlement Administrator shall reject any Claim that does not comply in any material respect with the instructions on the Claim Form or the terms of this Settlement Agreement, or that is submitted after the Claims Deadline. Any claims submitted to the Settlement Administrator after the Claims Deadline shall be forever barred, unless otherwise permitted by the Court. The Settlement Administrator shall employ adequate and customary actions to identify likely fraudulent claims. Any likely fraudulent claims shall be denied.

2.6 Injunctive Relief. Without admitting or conceding any liability or damages whatsoever, Defendants agree to the following injunctive relief: Defendants agree to an injunction preventing them from manufacturing or selling dog products sourced from pig bones until the earliest of (1) such product is reformulated so that it is more durable than an uncooked bone, or (2) Defendants obtain insurance coverage to compensate owners whose pets have been killed or injured due to consumption of such product.

2.7 Establishment of the Qualified Settlement Fund account. Within five (5) days after the Preliminary Approval Date, the Settlement Administrator will establish the Qualified Settlement Fund account at a federally-insured financial institution, into which Defendants' insurers and Defendants will make the cash deposits of funds that are required by this Settlement Agreement, as set forth in paragraphs 2.8 to 2.9 below. The Parties, their counsel, the Court, and the Settlement Administrator shall treat the Qualified Settlement Fund account as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1 for all periods on and after the Preliminary Approval Date.

2.8 Initial deposits into the Qualified Settlement Fund account. Within ten (10) days after the Preliminary Approval Date, Defendants shall cause to be deposited by their insurers the amount of **\$1,050,000.00** for the Fee and Expense Award, Notice and Settlement Administration Costs and Incentive Awards and the amount of **\$150,000** for payment of Claims out of the Common Fund as set forth above.

2.9 Subsequent deposits into the Qualified Settlement Fund account. Within thirty (30) days after being notified by the Settlement Administrator of the amounts of approved dog injury/property damage claims and approved product purchase claims, Defendants or their insurers will deposit funds into the Qualified Settlement Fund account sufficient to pay these claims.

2.10 Claim payment. On or before the Claim Payment Deadline, the Settlement Administrator will pay all valid and approved Claims. If the Final Order and Judgment is not affirmed in its entirety as a result of any appeal, then this settlement is void and no payment will be made pursuant to this section.

2.11 Remaining funds. Any funds remaining in the QSF 121 days after the issuing date of the last check issued for payment of any Claim shall revert to the Defendants.

III. FEE AND EXPENSE AWARD AND INCENTIVE AWARD

3.1 Fee and Expense Award. Plaintiffs' Counsel will petition the Court for an award of attorneys' fees, costs, and expenses to be paid from the Settlement Fund. Plaintiffs' Counsel agree that they will not seek more than a cumulative total of seven hundred thousand dollars (\$700,000.00) in fees, costs, and expenses, and Defendants agree that they will not object to an application submitted by Plaintiffs' Counsel to the Court seeking an award of attorneys' fees, costs, and expenses that does not exceed this amount. To the extent approved and ordered by the Court, the Fee and Expense Award will be paid to Plaintiffs' Counsel by wire transfer, as described in paragraph 2.3(a) above.

3.2 Incentive Awards. Plaintiffs' Counsel will petition the Court for Incentive Awards to be paid to Plaintiffs as Class Representatives. Defendants agree that they will not object to an application submitted by Plaintiffs' Counsel to the Court seeking an award of such incentive payments not to exceed five thousand dollars (\$5,000.00) to each Plaintiff. To the extent approved and ordered by the Court, the Incentive Awards will be paid to Plaintiffs, as described in paragraph 2.3(b) above.

IV. NOTICE TO CLASS AND ADMINISTRATION OF SETTLEMENT

4.1 Class Notice. The Class Notice shall conform to all applicable requirements of the Missouri Rules of Civil Procedure, due process requirements in each jurisdiction in the United States, and any other applicable law, and shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court.

4.2 General Notice Terms. The Class Notice will:

a. inform Settlement Class Members that, if they do not exclude themselves from the Settlement Class, they may be eligible to receive the relief to be provided under the proposed Settlement set forth in this Settlement Agreement;

b. contain a short, plain statement of the background of the Action, the Settlement Class certification for settlement purposes and the proposed Settlement Agreement;

c. describe the proposed settlement relief outlined in this Settlement Agreement;

d. state that any relief to Settlement Class Members is contingent on the Court's final approval of the Settlement; and

e. Inform Settlement Class Members of the date and time set for the Fairness Hearing, the location of the Fairness Hearing, and the procedures for attendance at the Fairness Hearing.

4.3 Notice of Exclusion and Objection Rights. The Class Notice will inform Settlement Class Members of their rights to exclude themselves from the Settlement Class or to object to the Settlement and the procedures and time limits for doing so, as described in paragraph 5.3 below.

4.4 Manner of Providing Class Notice. The Class Notice will be provided as set forth in the Notice Plan, attached hereto as Exhibit D.

4.5 Responsibilities of Settlement Administrator. Plaintiffs' Counsel has retained the Settlement Administrator to help implement the terms of this Settlement Agreement. The Settlement Administrator shall be responsible for handling publication of the Class Notice and all notification duties imposed by Mo. R. Civ. P. 52.08(c)(2), establishment of the Settlement Website, the processing, review, payment, and all other activities relating to the administration of all Claims made by Claimants pursuant to the Settlement Agreement, as well as all other administrative tasks, including, without limitation: (a) arranging, as set forth in the Notice Plan (Exhibit D), for distribution of the Long-Form Class Notice (in the form set forth in Exhibit B), the

Short Form Notice (in the form set forth in Exhibit C), and the Claim Forms (in the form set forth in Exhibit A) to Settlement Class Members using the most cost-effective means available; (b) making any mailings to Settlement Class Members required under the terms of this Settlement Agreement; (c) answering written inquiries from Settlement Class Members; (d) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding Requests for Exclusion from the Settlement; (e) establishing the Settlement Website that posts the Class Notice and other notices, Claim Forms, and other related documents; (f) receiving, reviewing, approving, and otherwise processing Claims and distributing cash payments to Claimants; (g) communicating with and reporting to Plaintiffs' Counsel and Defendants' Counsel; and (h) otherwise assisting with implementation and administration of the terms of the Settlement Agreement.

4.6 Responsibilities of the Parties. Within 7 days of entry of the Preliminary Approval Order, Defendants shall provide to the Settlement Administrator only, a spreadsheet containing the names and last known contact information for Settlement Class Members known to Defendants, according to Defendants' business records; and as soon as practicable, Class Counsel shall provide to the Settlement Administrator only, a spreadsheet containing the names and last known contact information for Settlement Class Members known to Class Counsel either through its own records or through records collected through subpoenas issued to retailers who sold the Real Ham Bone For Dogs product. Class Counsel shall be solely responsible for collecting contact information for all Settlement Class Members other than those known to Defendants, including contact information obtainable from retailers of the Real Ham Bone For Dogs.

V. CLASS SETTLEMENT PROCEDURES

5.1 Settlement Approval. As soon as practicable after the signing of this Settlement Agreement, Plaintiffs shall move the Court for a Preliminary Approval Order, substantially in the form as that attached hereto as Exhibit E, for the purpose of, among other things: (a) conditionally certifying the Settlement Class, conditionally appointing Michael E. Taylor, Dawn R. Fortner and Catherine Gemkow as the Class Representatives of the Settlement Class and conditionally appointing Shank & Moore, LLC as Class Counsel; (b) pending the Fairness Hearing, staying all proceedings in this Action, other than those necessary to carry out or enforce the terms of this Settlement Agreement and the Preliminary Approval Order; (c) preliminarily approving the terms and conditions of this Settlement Agreement as fair, reasonable, and adequate and in the best interests of the Settlement Class Members such that Class Notice should

be provided; (d) appointing Dahl Administration (or “Dahl”) as Settlement Administrator; (e) determining that notice of the Settlement Agreement and of the Fairness Hearing, as set forth in this Settlement Agreement, constitutes the best method of notice practicable under the circumstances, constitutes due and sufficient notice to all persons entitled thereto, and complies with all legal requirements, including Missouri Supreme Court Rule 52.08; (f) approving the form of Class Notice and directing that Class Notice shall be given to the Settlement Class Members as described in Section IV above; (g) providing that Settlement Class Members will have until the Claims Deadline to submit a Claim Form; (h) establishing procedures and deadlines for Settlement Class Members to submit Objections and Requests for Exclusion; (i) establishing the dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement Agreement and/or in response to any valid and timely objections; (j) directing the Parties, pursuant to the terms and conditions of this Settlement Agreement, to take all necessary and appropriate steps to establish the terms and conditions of this Settlement Agreement and the Preliminary Approval Order; and (k) scheduling the Fairness Hearing on a date ordered by the Court, which the Parties shall request to be at least 89 calendar days after the Preliminary Approval Date, to determine whether the Settlement Agreement should be approved as fair, reasonable and adequate, for purposes of Missouri Rule of Civil Procedure 52.08(e), to rule on any objections to the Settlement, to determine whether a Final Order and Judgment should be entered, and to determine whether attorneys’ fees, costs, and expenses, and an incentive award should be granted.

5.2 Final Order and Judgment. At least seven (7) days before the Fairness Hearing, Plaintiffs shall move the Court for entry of a Final Order and Judgment, substantially in the form as that attached hereto and made a part hereof as Exhibit F, subject to further revisions or modifications as future circumstances may warrant, granting final approval of this Settlement and holding this Settlement Agreement to be fair, reasonable, and adequate and in the best interests of the Settlement Class Members, and binding (as of the Final Settlement Approval Date) on all Settlement Class Members who have not excluded themselves as provided below; ordering that the Settlement relief be provided as set forth in this Settlement Agreement, ordering the releases as set forth in Section VI below to be effective on the Final Settlement Approval Date, and entering final judgment in the Action.

5.3 Exclusions and Objections. The Class Notice shall advise all Settlement Class Members of their right: (a) to be excluded from the Settlement; and (b) to object to the

Settlement. If any Settlement Class Member wishes to be excluded from the Settlement, he or she must mail a valid Request for Exclusion, as described in the Class Notice, by the Opt-Out Date, that is, thirty (30) calendar days after the end of the Notice Period. Any Settlement Class Member who timely elects to opt out of the Settlement shall not be permitted to object to the Settlement. Persons falling within the definition of the Settlement Class who validly and timely request exclusion from the Settlement effected by this Settlement Agreement, pursuant to the procedures set forth in this paragraph 5.3, shall not be Settlement Class Members, shall not be bound by this Settlement Agreement, and shall not be eligible to make a claim for any benefit under the terms of this Settlement Agreement. At least seven (7) calendar days prior to the Fairness Hearing, the Settlement Administrator shall prepare a report identifying the persons who have excluded themselves in a valid and timely manner from the Settlement Class (the “Opt-Outs”), and provide such report to Plaintiffs’ Counsel, Defendants’ Counsel, and the Court.

If any Settlement Class Member wishes to object to the Settlement and/or to be heard, he or she will have thirty (30) calendar days after the end of the Notice Period to file with the Court a written Objection. Such written notice shall include: (i) the name, address, and telephone number of the Settlement Class Member; (ii) information sufficient to identify the case and demonstrate membership in the Settlement Class; (iii) the specific grounds for each objection asserted, with any legal support, papers, briefs, or evidence the person wishes to bring to the Court’s attention; and (iv) a statement indicating whether the Settlement Class Member intends to appear at the hearing to consider final approval of the Settlement, either in person or through counsel. The written Objection must be personally signed by the Settlement Class Member and must be mailed to Plaintiffs’ Counsel and Defendants’ Counsel at the same time it is filed with the Court.

If a Settlement Class Member objecting to the Settlement retains an attorney to represent him or her for the purposes of making an objection, the attorney must formally enter his or her appearance in the case within thirty-seven (37) calendar days after the end of the Notice Period.

Any Settlement Class Member wishing to appear at the hearing to consider final approval of the Settlement, either in person or through counsel, must file a notice of intention to appear with the Court as described in the Class Notice, and serve the notice upon Plaintiffs’ Counsel and Defendants’ Counsel at the same time it is filed with the Court.

5.4 Stay of the Action. The Parties shall request that the Court, in connection with Preliminary Approval, issue an immediate stay of the Action except to the extent necessary to

effectuate this Settlement Agreement, unless and until this Settlement Agreement is terminated pursuant to its terms and conditions. Until the Preliminary Approval Order is entered by the Court, including the stay of proceedings in the form contained therein, the Parties agree not to pursue discovery, and shall not in any way subsequently argue that another Party has failed to comply with suspended discovery obligations because of the suspension of discovery efforts pursuant to this Paragraph. Following Preliminary Approval, all activity in the Action shall be stayed except to the extent necessary to carry out or enforce the terms and conditions of this Settlement Agreement and the Preliminary Approval Order.

5.5 Effect if Settlement Not Approved or Terminated. This Settlement Agreement was entered into only for purposes of settlement, subject to and without waiver of the Parties' respective rights. In the event that the Court fails to enter the order granting Preliminary Approval or fails to enter the Final Order and Judgment, or if the Final Order and Judgment is not affirmed in its entirety on appeal, by a post-trial motion, or some other mechanism, or in the event the Final Settlement Approval Date does not occur, Plaintiffs' Counsel and Defendants' Counsel shall endeavor, consistent with the Settlement Agreement, to cure any defect identified by the Court or any appeals court. In the event that the Settlement Agreement is terminated for any reason, Final Order and Judgment does not occur for any reason, Final Order and Judgment is not affirmed in its entirety on appeal, or the Final Settlement Approval Date does not occur, then no term or condition of the Settlement Agreement, or any draft thereof, or any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Action, or in any other proceeding, and the Parties shall be restored to their respective positions immediately preceding execution of this Settlement Agreement or any settlement term sheet. In the event that the Settlement is not approved by the Court for any reason, is not affirmed in its entirety by any court of appeals for any reason, or is not given full faith and credit or is subject to collateral attack, Defendants reserve the right to (1) negotiate further in an attempt to reach a nationwide settlement; or (2) to proceed with defense of the matter including opposition to any class certification. The Parties agree that all drafts, discussions, negotiations, documentation or other information prepared in relation to the Settlement Agreement and the Parties' settlement discussions shall be treated as strictly confidential and may not be disclosed to any person other than the Parties' counsel, and only for purposes of the Action. Defendants' rights with respect to class certification expressly are reserved and preserved.

5.6 Right to Terminate Settlement Because of Opt-Outs. If the number of Settlement Class Members who opt out of the Settlement Class exceeds 5% of the Settlement Class as measured by units sold, then either Plaintiffs or Defendants may terminate the Settlement

5.7 Not Effective Until Signed. The Settlement Agreement shall have no effect unless and until this Settlement Agreement is fully executed by all Parties.

VI. RELEASES

6.1 Release by Settlement Class Members. Effective as of the Final Settlement Approval Date, each Settlement Class Member (except any such person who has filed a proper and timely Request For Exclusion) shall release and forever discharge, and shall be forever barred from asserting, instituting, or maintaining against any or all of the Released Persons, any and all claims, demands, actions, causes of action, lawsuits, arbitrations, damages, or liabilities of any nature whatsoever, known or unknown, actual or potential, direct or indirect, accrued or unaccrued, contingent or matured, whether legal, equitable or otherwise, that have been brought or could have been brought by any Settlement Class Member against any Released Person that relate in any way, directly or indirectly, to products, facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters referenced in any claim raised or that could have been raised by any Settlement Class Member in this Action, including but not limited to claims relating to, regarding, or arising out of (i) the manufacture, distribution, marketing, advertising or sale of the Real Ham Bone For Dogs, (ii) any Settlement Class Member's purchase or use of the Real Ham Bone For Dogs, or (iii) any pet injury, pet death, or property damage allegedly resulting from use of the Real Ham Bone For Dogs. Each term of this paragraph 6.1 shall inure to the benefit of each and all of the Released Persons, and each and all of their respective successors and personal representatives, which persons and entities are intended to be beneficiaries of this paragraph 6.1.

6.2 Class Enjoined. Effective as of the Final Settlement Approval Date, each Settlement Class Member (except any such person who has filed a proper and timely Request For Exclusion) will be forever barred and permanently enjoined from directly, indirectly, representatively or in any other capacity, filing, commencing, prosecuting, continuing, litigating, intervening in, participating in as class members or otherwise, or receiving any benefits or other relief from any other lawsuit, any other arbitration, or any other administrative, regulatory, or other proceeding against the Released Persons involving the Released Claims; and all persons and entities shall be forever barred and permanently enjoined from filing, commencing, or

prosecuting any other lawsuit as a class action against the Released Persons (including by seeking to amend a pending complaint to include class allegations or by seeking class certification in a pending action in any jurisdiction) on behalf of Settlement Class Members who have not timely excluded themselves from the Settlement Class if such other lawsuit is based on or arises from the Released Claims. This injunction does not apply to actions brought by the government.

6.3 Effectuation of Settlement. None of the above releases affect rights to enforce the terms of the Settlement Agreement.

6.4 No Admission of Liability. This Settlement Agreement reflects, among other things, the compromise and settlement of disputed claims among the Parties, and neither this Settlement Agreement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Settlement Agreement, are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, defense, or of any point of fact or law on the part of any Party. Defendants deny the material allegations of the Petition filed in this Action. Neither this Settlement Agreement, nor the fact of settlement, nor the settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by any or all of the Released Persons, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by any or all of the Released Persons in any proceeding, other than such proceedings as may be necessary to consummate, interpret, or enforce this Settlement Agreement.

VII. CERTIFICATION OF SETTLEMENT CLASS

7.1 The Parties agree, for settlement purposes only, that this Action shall be certified and proceed as a class action under Missouri Rule of Civil Procedure 52.08(b)(3), with a class consisting of all Settlement Class Members, and with the named Plaintiffs as class representatives of the Settlement Class and Plaintiffs' Counsel as counsel for the Settlement Class Members.

7.2 Any certification of a conditional, preliminary, or final settlement class pursuant to the terms of this Settlement shall not constitute, and shall not be construed as, an admission on the part of Defendants that this Action, or any other proposed or certified class action, is appropriate for trial class treatment pursuant to the Missouri Rules of Civil Procedure, or any similar state or federal class action statute or rule. This Settlement Agreement shall be without prejudice to the rights of Defendants to: (a) move to dismiss or stay this Action on any

applicable basis if the Settlement Agreement is terminated for any reason, Final Approval does not occur for any reason, or the Final Settlement Approval Date does not occur; (b) oppose any class certification in this Action should this Settlement Agreement not be approved or implemented for any reason; or (c) oppose certification in any other proposed or certified class action. Neither the fact of this Settlement nor this Settlement Agreement shall be used in connection with efforts in any proceeding to seek certification of any claims asserted against Defendants.

VIII. MISCELLANEOUS PROVISIONS

8.1 Reasonable Efforts. Subject to the other terms and conditions of this Settlement Agreement, the Parties and their respective counsel shall use reasonable efforts to cause the Court to give Preliminary Approval to this Settlement Agreement as promptly as practical, to take all steps contemplated by this Settlement Agreement that are necessary to effectuate the Settlement on the stated terms and conditions, and to obtain Final Approval of this Settlement Agreement and achieve a Final Settlement Approval Date for the settlement.

8.2 Release of Attorneys' Lien. In consideration of this Agreement, Plaintiffs' Counsel hereby discharges and releases the Released Persons of and from any and all claims for attorneys' fees or costs, by lien or otherwise, other than the Fee and Expense Award.

8.3 Change of Time Periods. The time periods and/or dates described in this Settlement Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Plaintiffs' Counsel and Defendants' Counsel, without notice to Settlement Class Members. The Parties reserve the right, by agreement and with or without obtaining further approval of the Court, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Settlement Agreement.

8.4 Time for Compliance. If the date for performance of any act required by or under this Settlement Agreement falls on a Saturday, Sunday, or court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Settlement Agreement.

8.5 Governing Law. This Settlement Agreement is intended to and shall be governed by the laws of the State of Missouri without giving effect to principles of conflicts of laws.

8.6 Entire Agreement. The terms and conditions set forth in this Settlement Agreement, including its Exhibits, constitute the complete and exclusive statement of the

agreement between the Parties relating to the subject matter of this Settlement Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Settlement Agreement, including its Exhibits, constitutes the complete and exclusive statement of its terms as between the Parties, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any, involving this Settlement Agreement.

8.7 Advice of Counsel. The determination of the terms and the drafting of this Settlement Agreement have been by mutual agreement after arm's-length negotiation, with consideration by and participation of all Parties and their counsel. Accordingly, the Parties agree that this Settlement Agreement shall not be construed more strictly against any Party merely by virtue of the identity of the drafter of the document or any provision in the document.

8.7 Binding Agreement. This Settlement Agreement shall be binding upon and inure to the benefit or detriment of the Parties and the Settlement Class Members and to their respective heirs, agents, employees, representatives, trustees, officers, directors, shareholders, divisions, parent corporations, subsidiaries, executors, assigns, and successors in interest, and the other Released Persons.

8.8 No Waiver. The waiver by any Party of any provision or breach of this Settlement Agreement shall not be deemed a waiver of any other provision or breach of this Settlement Agreement.

8.9 Execution in Counterparts. This Settlement Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument. The Parties further agree that signatures provided by .pdf or other electronic transmission shall have the same force and effect as original signatures.

8.10 Modification or Amendment. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

8.11 Enforcement of Settlement Agreement. The Court shall have and retain exclusive jurisdiction at all times to enforce, interpret, and implement this Settlement Agreement and all aspects of the Settlement, and the terms of any orders and judgments entered pursuant to this Settlement Agreement.

8.12 Notices. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by e-mail and mail to the following addresses:

If to Plaintiffs, Settlement Class Members or Plaintiffs' Counsel:

Christopher S. Shank, Esq.
David L. Heinemann, Esq.
Shank & Moore, LLC
1968 Shawnee Mission Parkway, Suite 100
Mission Woods, KS 66205
Telephone: (816) 471-0909
Facsimile: (816) 471-3888
chris@shankmoore.com
davidh@shankmoore.com

If to Defendants or Defendants' Counsel:

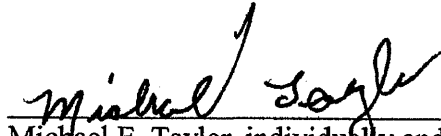
Daniel E. Tranen, Esq.
Wilson Elser Moskowitz Edelman & Dicker LLP
101 West Vandalia Street, Suite 220
Edwardsville, IL 62025
Telephone: (618) 307-0200
Facsimile: (618) 307-0221
daniel.tranen@wilsonelser.com

IN WITNESS HEREOF the undersigned, being duly authorized and intending to be legally bound hereby, have caused this Settlement Agreement to be executed on the dates shown below and agree that it shall take effect on the date it is executed by all of the undersigned.

APPROVED AND AGREED:

CLASS REPRESENTATIVES AND CLASS COUNSEL:

DATED: April 12, 2017



Michael E. Taylor, individually and on behalf of the Settlement Class

DATED: April __, 2017

Dawn R. Fortner, individually and on behalf of the Settlement Class

DATED: April __, 2017

Catherine Gemkow, individually and on behalf of the Settlement Class

DATED: April __, 2017

SHANK & MOORE, LLC

By:

Christopher S. Shank, Esq.
1968 Shawnee Mission Parkway
Suite 100
Mission Woods, KS 66205
Tele: (816) 471-0909
Fax: (816) 471-3888
chriss@shankmoore.com

Attorneys for Plaintiffs Michael E. Taylor, Dawn R. Fortner and Catherine Gemkow and the Settlement Class

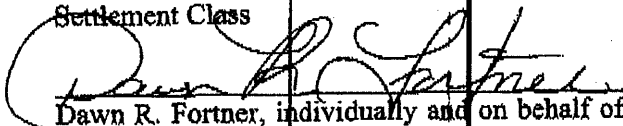
APPROVED AND AGREED:

CLASS REPRESENTATIVES AND CLASS COUNSEL:

DATED: April __, 2017

Michael E. Taylor, individually and on behalf of the Settlement Class

DATED: April 17, 2017



Dawn R. Fortner, individually and on behalf of the Settlement Class

DATED: April __, 2017

Catherine Gemkow, individually and on behalf of the Settlement Class

DATED: April __, 2017

SHANK & MOORE, LLC

By:

Christopher S. Shank, Esq.
1968 Shawnee Mission Parkway
Suite 100
Mission Woods, KS 66205
Tele: (816) 471-0909
Fax: (816) 471-3888
chriss@shankmoore.com

Attorneys for Plaintiffs Michael E. Taylor, Dawn R. Fortner and Catherine Gemkow and the Settlement Class

APPROVED AND AGREED:

CLASS REPRESENTATIVES AND CLASS COUNSEL:


DATED: April __, 2017

Michael E. Taylor, individually and on behalf of the
Settlement Class

DATED: April __, 2017

Dawn R. Fortner, individually and on behalf of the
Settlement Class

DATED: April 17, 2017



Catherine Gemkow, individually and on behalf of
the Settlement Class

DATED: April __, 2017

SHANK & MOORE, LLC

By:

Christopher S. Shank, Esq.
1968 Shawnee Mission Parkway
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Tele: (816) 471-0909
Fax: (816) 471-3888
chriss@shankmoore.com

*Attorneys for Plaintiffs Michael E. Taylor, Dawn R.
Fortner and Catherine Gemkow and the Settlement
Class*

APPROVED AND AGREED:

CLASS REPRESENTATIVES AND CLASS COUNSEL:

DATED: April __, 2017

Michael E. Taylor, individually and on behalf of the
Settlement Class

DATED: April __, 2017

Dawn R. Fortner, individually and on behalf of the
Settlement Class

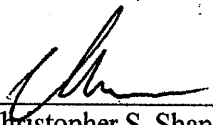
DATED: April __, 2017

Catherine Gemkow, individually and on behalf of
the Settlement Class

DATED: April __, 2017

SHANK & MOORE, LLC

By:



Christopher S. Shank, Esq.
1968 Shawnee Mission Parkway
Suite 100
Mission Woods, KS 66205
Tele: (816) 471-0909
Fax: (816) 471-3888
chriss@shankmoore.com

*Attorneys for Plaintiffs Michael E. Taylor, Dawn R.
Fortner and Catherine Gemkow and the Settlement
Class*

APPROVED AND AGREED:

DEFENDANTS AND DEFENDANTS' COUNSEL:

DYNAMIC PET PRODUCTS, LLC

DATED: April 17, 2017

By: 

DAVE S FRICK
Printed Name

PRESIDENT
Title

FRICK'S MEAT PRODUCTS, INC.

DATED: April 17, 2017

By: 

DAVE S. FRICK
Printed Name

PRESIDENT
Title

DATED: April 18, 2017

WILSON ELSER MOSKOWITZ EDELMAN &
DICKER LLP

By: 

Daniel E. Tranen, Esq.
101 West Vandalia Street, Suite 220
Edwardsville, IL 62025
Telephone: (618) 307-0200
Facsimile: (618) 307-0221
Daniel.tranen@wilsonelser.com

*Attorneys for Defendants Dynamic Pet Products,
LLC and Frick's Meat Products, Inc.*