

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement and Release (“Agreement”), effective upon the date of the signatures below, is made by and between WellPet LLC (“WellPet”) and the Class Representative Daniel Zeiger (“Plaintiff”), individually and on behalf of the Class (defined below) (collectively, the “Parties”), in the matter of *Zeiger v. WellPet LLC*, No. 3:17-cv-04056-WHO (N.D. Cal.) (the “Action”).

WHEREAS, on July 19, 2017, Plaintiff commenced the Action for alleged violations of California law in the United States District Court for the Northern District of California;

WHEREAS, WellPet denies the allegations contained in the Action;

WHEREAS, on February 26, 2021, Judge William H. Orrick granted in-part and denied in-part Plaintiff’s motion for class certification and certified an injunctive relief class of consumers who purchased the following WellPet products during the Class Period: (1) Complete Health Adult Whitefish & Sweet Potato; (2) Complete Health Grain Free Adult Whitefish & Menhaden Fish Meal; and (3) CORE Ocean (with Whitefish, Herring Meal, and Salmon Meal) pursuant to Federal Rule of Civil Procedure 23(b)(2); and denied Plaintiff’s motion to certify any damages class under Federal Rule of Civil Procedure 23(b)(3);

WHEREAS, on May 4, 2021, the Parties engaged in a Settlement Conference before the Honorable Joseph C. Spero and came to an agreement in principle to settle the Plaintiff’s claims as well as the injunctive relief claims of the Settlement Class;

WHEREAS, on August 17, 2021, the Parties engaged in a further Settlement Conference before the Honorable Joseph C. Spero;

WHEREAS, WellPet and Plaintiff, individually and on behalf of the Settlement Class, by this Agreement, intend to fully, finally and forever compromise, settle, release, resolve, and dismiss the Action; and

NOW THEREFORE, the Parties, for good and valuable consideration, the sufficiency of which is hereby acknowledged, understand and agree to the following terms and conditions:

1. **DEFINITIONS.**

As used in this Agreement, the following capitalized terms have the meanings specified below.

“Action” means the matter of *Zeiger v. WellPet LLC*, No. 3:17-cv-04056-WHO (N.D. Cal.).

“Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement.

“Class” or “Settlement Class” means all persons in the United States who, between July 1, 2013, and September 1, 2021 (the “Class Period”), purchased in the United States, for household use and not for resale or distribution, one of the Covered Products, as defined below.

“Class Counsel” means the following attorneys of record for the Class Representative and Class in the Action, unless otherwise modified by the Court:

Rebecca A. Peterson
Robert K. Shelquist
LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
Phone: (612) 339-6900

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Katherine Van Dyck
CUNEO GILBERT & LADUCA, LLP
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Brian J. Robbins
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GUSTAFSON GLUEK, PLLC
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Joseph J. DePalma
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Kenneth A. Wexler
Michelle Perkovic
WEXLER WALLACE LLP
55 West Monroe Street, Suite 3300
Chicago, IL 60603
Telephone: (312) 346-2222

“Class Member” means each person who is a member of the Settlement Class.

“Class Period” means July 1, 2013 to September 1, 2021.

“Class Representative” means named plaintiff Daniel Zeiger.

“Court” means the Northern District of California, the Honorable William H. Orrick presiding, or any judge who will succeed him as the Judge in this Action.

“Covered Products” means all products currently manufactured, distributed, or sold by WellPet in the United States, including, without limitation, all products sold under the Wellness®, Holistic Select®, Old Mother Hubbard®, Eagle Pack®, Sojos®, and WHIMZEES® brand names.

“Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday. All calculations of days and times may be adjusted with the consent of all parties

to permit compliance by WellPet with the Class Action Fairness Act (“CAFA”), 28 U.S.C. §§ 1711-1715, including the notifications of appropriate regulators under 28 U.S.C. § 1715(b) and expiration of the 90-day review period in 28 U.S.C. § 1715 before the Final Approval Hearing is held to review and approve the Agreement.

“**Effective Date**” means the date on which the Judgment becomes final. For purposes of this definition, the Judgment shall become final: (a) if no appeal from the Judgment is filed, the date of expiration of the time for filing or noticing any appeal from the Judgment; or (b) if an appeal from the Judgment is filed, and the Judgment is affirmed or the appeal dismissed, the date of such affirmance or dismissal; or (c) if a petition for certiorari seeking review of the appellate judgment is filed and denied, the date the petition is denied; or (d) if a petition for writ of certiorari is filed and granted, the date of final affirmance or final dismissal of the review proceeding initiated by the petition for a writ of certiorari.

“**Fee Award**” means the amount of attorneys’ fees and reimbursement of expenses and costs awarded by the Court to Class Counsel.

“**Final Approval Hearing**” means the hearing to be conducted by the Court to determine whether to finally approve the Settlement and to enter Judgment.

“**Final Approval Order**” means the order to be submitted to the Court in connection with a Motion for Final Approval and the Final Approval Hearing, substantially in the form attached hereto as Exhibit 1.

“**Judgment**” means the Court’s act of entering a final judgment on the docket as described in Federal Rule of Civil Procedure 58.

“**Objection Deadline**” means the date by which Class Members shall file with the Court a written statement objecting to any terms of the Settlement or to Class Counsel’s request for fees or expenses, which shall be sixty (60) Days after the Parties file the proposed Agreement with the Court.

“**Party**” or “**Parties**” means the Class Representative, individually and on behalf of the Settlement Class, and WellPet.

“**Person**” means any individual, corporation, partnership, association, or any other legal entity.

“**Plaintiff**” means the Class Representative, either individually or on behalf of the Settlement Class.

“**Released Claims**” means, collectively, Plaintiff’s claims and the Settlement Class Claims released pursuant to Section 6 below.

“**Released Parties**” means WellPet together with its current, former, and future direct and indirect parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and all of their respective current, future, and former employees,

officers, directors, shareholders, partners, members, assigns, agents, trustees, administrators, executors, insurers, attorneys, and customers.

“**Service Award**” means any award approved by the Court that is payable to the Class Representative.

“**Settlement**” means the resolution of the Action embodied in the terms of this Agreement.

“**Settlement Class Claims**” means all causes of action, suits, claims, liens, demands, judgments, and obligations, whether arising out of any state, local, or federal statute, ordinance, regulation, claim, or law, at common law or equity, whether past or present, known or unknown, asserted or unasserted, that arise out of or relate to any and all past or present claims for injunctive relief that the Settlement Class has or may have against WellPet or any other Released Party arising out of or relating to allegations made or that could have been made in the Action regarding Covered Products including, without limitation, regarding any alleged dangerous substances or chemicals in the Covered Products.

“**Testing Period**” means the period during which WellPet shall comply with the testing and disclosure obligations described in this Agreement, which period shall, at a minimum, run from January 3, 2022 until January 2, 2026; provided that, if WellPet continues to comply with such obligations beyond January 2, 2026, such period shall extend until January 2, 2030 or until WellPet no longer complies with such obligations, whichever is shorter.

“**WellPet**” or “**Defendant**” means WellPet LLC, the defendant in the Action.

2. **INJUNCTIVE RELIEF.**

2.1. **Testing.**

2.1.1. Recurring at least every four months during the Testing Period, WellPet shall arrange for an appropriate Representative Sample, as generally defined herein, of the Covered Products to be sufficiently and adequately tested for the presence of arsenic, cadmium, mercury, and lead. A “Representative Sample” shall include at least one product from the Covered Products offered for sale by WellPet at the time of the testing. The products included in a Representative Sample shall be chosen at random, except that WellPet shall ensure that a sample of each recipe comprising any of the Covered Products is tested at least once each calendar year. More testing will be conducted (and disclosed on its website as discussed below) if WellPet deems more testing to be appropriate based on its monitoring of the heavy metals as described herein.

2.1.2. WellPet shall ensure that the testing methodology employed to test the Representative Samples is capable of reliably detecting the presence of arsenic, cadmium, and lead to a level of one part per million, and mercury to a level of one-tenth of one part per million. Nothing in this Agreement shall preclude WellPet from using a third-party laboratory or consultant the testing facilities of its suppliers to perform this testing, provided that the testing methodology meets the above criteria and that such details are disclosed on its website as discussed below.

2.1.3. Public safety organizations, such as the National Research Council ("NRC") have set forth the following maximum tolerable limits ("MTL") for arsenic, cadmium, lead, and mercury that were published by the NRC as set forth in the June 15, 2011 Target Animal Review Memorandum:

- Arsenic – maximum tolerable limit of 12.5 mg/kg (ppm)
- Cadmium – maximum tolerable limit of 10.0 mg/kg (ppm)
- Lead – maximum tolerable limit of 10.0 mg/kg (ppm)
- Mercury – maximum tolerable limit of 0.27 mg/kg (ppm)

The Parties also acknowledge, in addition to the NRC MTLs listed above, that more recent studies on heavy metals are also available and that consumers will be encouraged by WellPet, through its website, to conduct additional research on the presence of heavy metals in dog food.

2.1.4. WellPet shall retain the data it receives from the testing (the "Test Results") for a period of at least one year from the date of testing. This information will be disclosed on WellPet's website, as discussed below.

2.1.5. In the event that any Test Results show that a product contains arsenic, cadmium, lead, and mercury in an amount in excess of the NRC MTL levels, consistent with its existing policies, WellPet will destroy the entire batch or lot associated with that product. Plaintiff may make a written request to WellPet for the test results. In response, within thirty (30) days of Plaintiff's written request, WellPet will provide the Test Results.

2.2. Disclosure of Test Results.

2.2.1. Within one month of receiving the Test Results, WellPet shall post a summary of the Test Results on its Website (a publicly accessible portion of its website, www.wellpet.com, or any successor website). In addition, WellPet shall also include on its Website, language that encourages its consumers to conduct their own research on heavy metal exposure, to determine for themselves the appropriate level of heavy metals for their pets. WellPet's summary of Test Results shall be posted in the following format:

Maximum Tolerable Levels (MTL) measured in mg/kg			
The MTL represents the most restrictive maximum tolerable limit from the Target Animal Review Memorandum dated June 15, 2011, based on NRC guidelines.			
Arsenic (As)	Cadmium (Cd)	Lead (Pb)	Mercury (Hg)
12.50 mg/kg	10.00 mg/kg	10.00 mg/kg	0.27 mg/kg

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Product Description	Test Date	As mg/kg	% below limit	Cd mg/kg	% below limit	Pb mg/kg	% below limit	Hg mg/kg	% below limit
[Name]	[Month, Year]	[Data]	[Data/MTL]	[Data]	[Data/MTL]	[Data]	[Data/MTL]	[Data]	[Data/MTL]

The information in the above table shall be referred to as the "Test Results Summary." The "Test Results Summary" shall also include reference to who, or what entity, conducted the heavy metal testing.

2.2.2. WellPet shall maintain the Test Results Summary on its Website for a period of at least one year from the date it is first posted to its Website; and WellPet will disclose as such on its Website.

2.2.3. Nothing in this Agreement shall preclude WellPet from also claiming on its Website, in connection with the Test Results Summaries or otherwise, that WellPet's products are safe, that any trace amounts of arsenic, cadmium, lead, or mercury in WellPet's products are naturally occurring, and/or that the public safety organizations, including the NRC have set acceptable exposure levels for certain heavy metals in pet food. WellPet shall include a link to the Test Results Summaries when explaining the above topics on its website. WellPet shall also include language that encourages its consumers to conduct their own research on heavy metal exposure, in addition to the NRC, and that consumers may want to solicit information from companies regarding the heavy metal content in pet food products before purchasing.

2.3. **Efficacy of Injunctive Relief.** Plaintiff and Class Counsel, as representatives of the Settlement Class, hereby agree that the terms of this Agreement, including the injunctive relief set forth above, fully resolves and releases the Released Claims.

3. **ATTORNEYS' FEES, COSTS, AND SERVICE AWARD.**

Application for Attorneys' Fees and Costs and Service Award. Class Counsel and Class Representative shall file a motion, set for hearing on the same date as the Final Approval Hearing, requesting a Fee Award and Service Award, collectively, in the amount of \$2,050,000.

Distribution of Attorneys' Fees and Costs. WellPet will cause to be paid to Lockridge Grindal Nauen P.L.L.P., as agent for Class Counsel, the amount of attorneys' fees and costs awarded by the Court within fourteen (14) Days after entry of Judgment, notwithstanding the filing of any appeals, or any other proceedings that may delay the Effective Date of the Settlement or a final Judgment in the case. Lockridge Grindal Nauen P.L.L.P., as agent for Class Counsel, shall provide wire instructions and W-9 forms for each recipient to WellPet. After transfer of the funds, Lockridge Grindal Nauen P.L.L.P will distribute the attorneys' fees and costs among Class Counsel. Notwithstanding the foregoing, if for any reason, the Fee Award is overturned, reduced, vacated, or otherwise modified, Class Counsel shall be obligated to return to WellPet any difference between the amount of the original award and

any reduced award within thirty (30) Days. For the avoidance of doubt, if the Fee Award is vacated in its entirety, Class Counsel shall be obligated to return the entire amount of the original award within thirty (30) days.

Distribution of Service Award. Class Counsel will pay any Service Award approved by the Court to the Class Representative, and WellPet shall have no liability to pay such amount.

Settlement Independent of Amounts Awarded for Fee Award and Service Award. The awards of attorneys' fees and costs, and payment to the Class Representative are subject to and dependent upon the Court's approval. However, this Settlement is not dependent or conditioned upon the Court's approving Class Counsel's and Class Representative' requests for such payments or awarding the particular amounts sought by Class Counsel and Class Representative. In the event the Court declines Class Counsel's or Class Representative' requests or awards in any amounts sought, this Settlement will continue to be effective and enforceable by the Parties, provided, however, that the Class Representative and Class Counsel retain the right to appeal the amount of the Fee Award, even if the Settlement is otherwise approved by the Court.

4. **NOTICE AND OBJECTIONS.**

Role of Class Counsel. Class Counsel shall assist with various administrative tasks including answering inquiries from Class Members and otherwise assisting with the implementation and administration of the Settlement.

Notice. Pursuant to CAFA, Counsel for WellPet, on behalf of WellPet, will serve notice of the Settlement upon the appropriate federal and state officials within ten (10) Days after the Parties file the proposed Agreement with the Court. *See* 28 U.S.C. § 1715(b). The costs of such CAFA notice will be paid by WellPet. Other than CAFA notice, the Parties agree that notice to the Settlement Class is unnecessary because, *inter alia*, this Agreement is a purely injunctive settlement under Rule 23(b)(2), no individual damages claims are being released (apart from Plaintiff Zeiger's claims), and Defendant has agreed to publicly present and publish its Testing Results on Defendant's public Website (*see* Section 2.2 above). Should the Court nonetheless require formal class notice, Defendant shall have ten (10) days to notify Plaintiff's counsel and the Court that Defendant cannot proceed with Settlement on that basis, whereby this Agreement and the parties' related application to the Court for approval shall have no further force or effect.

5. **COURT APPROVAL.**

Final Approval. After executing this Agreement, Class Counsel will submit to the Court this Agreement, file a memorandum of points and authorities in support of the Final Approval and request that the Court enter the Final Approval Order in substantially similar form as the proposed order attached as Exhibit 1. In general, the Motion for Final Approval, will include a request that the Court: (1) grant approval of the proposed Settlement; (2) maintain the certified Settlement Class for settlement purposes and appoint Class Counsel; (3) make a determination that no notice is required under Rule 23 of the Federal Rules of

Civil Procedure; and (4) schedule a Final Approval Hearing to determine: (a) whether the Settlement should be granted final approval; (b) whether an application for attorneys' fees and costs should be granted; and (c) whether an application for service award should be granted.

Failure to Obtain Approval. If this Agreement is not given final approval in its entirety (except as noted in Section 3.4), or if an appellate court reverses final approval of the Agreement, the Parties will be restored to their respective places in the litigation. In such event, the terms and provisions of this Agreement will have no further force or effect and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed.

6. **RELEASE AND DISMISSAL WITH PREJUDICE.**

Release of WellPet and Related Persons By Plaintiff. Upon the Effective Date, Plaintiff in his individual capacity and his attorneys, assignees, or other representatives will be deemed to have and by operation of the Judgment will have fully, finally, unconditionally, irrevocably, and forever released the Released Parties from any and all causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, attorneys' fees (except as provided in this Agreement), and all other legal responsibilities in any form or nature, including but not limited to, all claims arising out of any state, local, or federal statute, ordinance, regulation, or law, at common law or equity, whether past, present, or future, known or unknown, asserted or unasserted, that arise out of or relate to (i) the facts alleged or the claims asserted (or that could have been asserted) in any of the complaints filed in the Action, or (ii) the labeling, marketing, advertising, promotion, or distribution of the Covered Products at any time during the Class Period.

The release of known or unknown and suspected or unsuspected claims includes waiver of all rights under Section 1542 of the California Civil Code (or any other state equivalent), which reads as follows:

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.

Release of WellPet and Related Persons By Class. Upon the Effective Date, each Class Member and his, her or its agents, attorneys, assigns, or other representatives will be deemed to have, and by operation of the Judgment will have fully, finally, unconditionally, irrevocably, and forever released the Released Parties from the Settlement Class Claims, and will be enjoined during the Testing Period from bringing any new injunctive relief claim(s) against any Released Parties based on purchases of Covered Product(s) during that period that arise out of, are based upon, or are substantially similar to, the Settlement Class Claims.

The release of known or unknown and suspected or unsuspected claims includes waiver of all rights to bring new injunctive claims against WellPet or any other Released Parties as

described in Section 6.2 during the Testing Period under Section 1542 of the California Civil Code (or any other state equivalent), which reads as follows:

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.

This release is intended to cover the full scope allowed by *Hesse v. Sprint Corporation*, 598 F.3d 581 (9th Cir. 2010), but is not intended to go beyond that scope.

6.3 Covenant Not to Sue. Plaintiff agrees and covenants, and each Class Member will be deemed to have agreed and covenanted, not to sue any of the Released Parties, with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

6.4 Dismissal with Prejudice. The Parties agree that this Action shall be dismissed with prejudice.

7. NO ADMISSION OF LIABILITY.

No Admission of Liability. WellPet, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the Action on the terms stated in this Agreement to avoid further expense, inconvenience, and burden, and therefore has determined that this Settlement Agreement on the terms set forth herein is in WellPet's best interests. WellPet denies any liability or wrongdoing of any kind associated with the claims alleged in this Action, and denies the material allegations of all the complaints filed in this Action. Neither the Settlement Agreement nor any actions taken to carry out the Settlement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or of the validity of any claim, defense, or of any point of fact or law on the part of any party, including but not limited to an admission that this Action is properly brought on a class or representative basis, or that a class or classes may be certified, other than for settlement purposes. Neither the 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, concession, presumption, inference, or evidence thereof of any wrongdoing by WellPet or of the appropriateness of these or similar claims for class certification in any proceeding.

8. MISCELLANEOUS.

Change of Time Periods for Performance. The time periods for performance under this Settlement Agreement, except the Class Period, are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties, without notice to Class Members. The Parties reserve the right, by agreement and subject to the Court's approval to reasonably extend the time to carry out any of the provisions of this Settlement Agreement.

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 it had been performed on the day or within the period of time specified by or under this Settlement Agreement.

Entire Agreement. This Agreement, together with any written representations made by the parties in connection herewith, shall constitute the entire Agreement among the Parties with regard to the subject matter of this Agreement and shall supersede any previous agreements, representations, communications, and understandings among the Parties with respect to the subject matter of this Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or undertaking concerning any part or all of the subject matter of the Agreement has been made or relied upon except as expressly set forth herein.

Notices Under Agreement. All notices or mailings required by this Agreement to be provided to or approved by Class Counsel and WellPet, or otherwise made pursuant to this Agreement, shall be directed to the following counsel:

Class Counsel

Rebecca A. Peterson
rapeterson@locklaw.com
Lockridge Grindal Nauen P.L.L.P.
100 Washington Avenue South
Suite 2200
Minneapolis, MN 55401

WellPet

Amir M. Nassihi
James P. Muehlberger
anassihi@shb.com
jmuehlberger@shb.com
Shook, Hardy & Bacon L.L.P.
2555 Grand Blvd.
Kansas City, MO 64108-2613

Good Faith. The Parties acknowledge that each intends to implement the Agreement. The Parties have at all times acted in good faith and shall continue to, in good faith, cooperate and assist with and undertake all reasonable actions and steps in order to accomplish all required events on the schedule set by the Court, and shall use reasonable efforts to implement all terms and conditions of this Agreement.

Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of the Parties to the Agreement and the released Parties and persons.

Arms-Length Negotiations. This Agreement compromises claims that are contested, and the Parties agree that the consideration provided to the Class and other terms of this Agreement were negotiated in good faith and at arms' length by the Parties, and reflect an Agreement that was reached voluntarily, after consultation with competent legal counsel, and guided by the Parties' private Settlement Conference with Chief Magistrate Judge Joseph C. Spero. The parties reached the Agreement after considering the risks and benefits of litigation. The determination of the terms of, and the drafting of, this Agreement, has been by mutual agreement after negotiation, with consideration by and participation of all

Parties hereto and their counsel. Accordingly, the rule of construction that any ambiguities are to be construed against the drafter shall have no application.

Publicity. Neither Plaintiff nor WellPet will make any public statements about this Settlement, except in filings and appearances made in Court and in CAFA notices, and in language agreed upon in advance by the Parties to be used in answering any questions by the media, provided, however, that agreement on language shall not be unreasonably withheld by one Party so long as the language proposed by the other Party is non-disparaging.

Non-Disparagement. Plaintiff and Class Counsel agree that they will not make any statements or remarks about WellPet that defames, disparages, or in any way criticizes the reputation, practices, or conduct of WellPet or its brands, products, officers, directors, or employees. Plaintiff and Class Counsel further agree that they shall not encourage any family member, friend, or other person or entity to make any statements or remarks about WellPet or its brands, products, officers, directors, or employees that defames, disparages, or in any way criticizes the reputation, practices, or conduct of WellPet or its brands, products, officers, directors, or employees. Nothing herein shall prevent Plaintiff or Class Counsel from testifying truthfully in connection with any litigation, arbitration, or administrative proceeding if compelled to do so by a subpoena or court order.

Neither Plaintiff nor Class Counsel have communicated with any other potential plaintiff regarding bringing new claims against WellPet or its affiliated companies related to products manufactured, marketed, and/or sold by WellPet or its affiliated companies. Neither Class Counsel nor Plaintiff are aware of any other potential plaintiff or class member or attorney who intends to make a demand or bring such litigation related to products manufactured, marketed, and/or sold by WellPet or its affiliated companies. Neither Plaintiff nor Class Counsel have been notified or otherwise informed of any such intention or consideration as described above.

[Reserved]

Waiver. The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

Severability. Except as otherwise provided herein, the provisions of this Agreement are not severable. The Parties would not have adopted this Agreement except as written in its entirety. If any part of this Agreement is held invalid, other than as contemplated herein, then this Agreement is invalid.

Modification in Writing Only. This Agreement and any and all parts of it may be amended, modified, changed, or waived only by a writing signed by duly authorized agents of WellPet and Plaintiff.

Headings. The descriptive headings of any paragraph or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

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Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of California, without regard to conflicts of law.

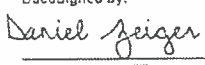
Continuing Jurisdiction. After entry of the Judgment, the Court shall have continuing jurisdiction over the Action solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law. The parties agree Plaintiff shall have standing to enforce the Judgment.

Execution. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. Photocopies and electronic copies (e.g., PDF copies) shall be given the same force and effect as original signed documents.

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IN WITNESS WHEREOF, each of the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all of the undersigned.


Plaintiff, on behalf of the Class

DocuSigned by:


Daniel Zeiger

Dated: 11/20/2021

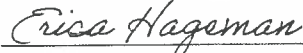
Class Counsel



Rebecca A. Peterson

Dated: 11/23/2021

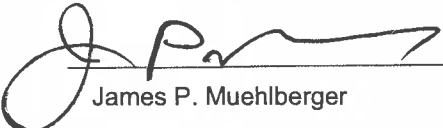
On behalf of Defendant WellPet LLC



Erica Hageman

Dated: 12/1/2021

Counsel for Defendant WellPet LLC



James P. Muehlberger

Dated: 12/1/2021