

## **NOTICE OF CERTIFICATION AND PROPOSED SETTLEMENT OF RECALLED PET FOOD PRODUCTS CLASS ACTIONS**

**IF YOU PURCHASED OR YOUR PET CONSUMED PET FOOD AND/OR TREAT PRODUCT(S) RECALLED AFTER MARCH 16, 2007, PLEASE READ THIS NOTICE CAREFULLY. THESE CLASS ACTIONS AND THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS.**

**THIS NOTICE WAS AUTHORIZED BY A JUDGE. THIS IS NOT A SOLICITATION FROM A LAWYER OR A NOTICE OF A LAWSUIT AGAINST YOU.**

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

### **SUMMARY OF PROPOSED SETTLEMENT**

- There is a proposed class action settlement of the class action lawsuits that are pending in Canadian and U.S. courts regarding certain recalled pet food and/or treat product(s).
- This proposed Settlement Agreement is with defendants and persons or entities that handled, distributed, purchased for resale and/or redistribution, supplied, manufactured and/or sold or offered for sale pet food and/or pet treats that may have contained contaminated wheat gluten or rice protein concentrate and were recalled beginning in March 2007, as well as certain defendants, persons or entities that supplied that wheat gluten or rice protein concentrate ("Recalled Pet Food Products"). The settlement includes Canada and the United States. Complete lists of persons or entities involved and the Recalled Pet Food Products can be found at the settlement website, [www.petfoodsettlement.com](http://www.petfoodsettlement.com). You also may request copies of these lists by calling or writing to the Claims Administrator. Contact information for the Claims Administrator is provided at the end of this document.
- Plaintiffs allege, through lawsuits filed in Canada and in the United States, that the defendants handled, distributed, purchased for resale and/or redistribution, supplied, manufactured and/or sold or offered for sale the Recalled Pet Food Products that were contaminated with substances unfit for pet consumption, that the Recalled Pet Food Products were recalled beginning in March 2007, and that, as a result of the contamination, persons who purchased and/or whose pets consumed the Recalled Pet Food Products were damaged and that some pets were taken for screening, or may have become sick and/or died. By agreeing to the proposed settlement described in this Notice, Defendants make no admission as to the truth of these allegations, and they deny any wrongdoing.
- The defendants collectively have agreed to create a twenty-four million dollar (\$24,000,000.00 (USD)) cash Settlement Fund from which eligible consumers and/or pet owners may receive a cash payment for up to 100% of all documented economic damages they incurred related to their purchase of or their pet's consumption of the Recalled Pet Food Products. Economic damage means the expenses you incurred related to your purchase or your pet's consumption of the Recalled Pet Food Products, including but not limited to testing, veterinary bills, property damage and any expenses related to your purchase or your pet's illness and/or death.
- For each of your pets that consumed Recalled Pet Food Products, you may recover up to 100% of the reasonable economic damages you claim you suffered if you can supply documents showing the economic damage.
- In addition to compensation for expenses supported by documentation, you may also receive payment for other reasonable economic damages for which you do not have documentation to support. You must still complete a claim form and provide information about your economic damages to be eligible for payment of your undocumented expenses. Recovery for undocumented economic damages is limited to a maximum of \$900 (USD) per pet. The Proposed Settlement does not provide any compensation for non-economic losses.
- You are a member of the Class if you purchased Recalled Pet Food Products, which were recalled between March 16, 2007 and the present, and/or your pet consumed the Recalled Pet Food Products.
- This Settlement applies to both Canadian and US residents. However, there will be different timelines in the U.S. for completion of the various steps required to make a claim or seek to be excluded from the settlement. If you are a U.S. resident who purchased or whose pet(s) consumed Recalled Pet Food Products, please visit the U.S. page of [www.petfoodsettlement.com](http://www.petfoodsettlement.com), or contact the Claims Administrator at 1-800-392-7785 for information on the U.S. process.

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

<b>SUMMARY OF CLASS MEMBERS' RIGHTS AND OPTIONS UNDER THE PROPOSED SETTLEMENT</b>	
<b>SUBMIT A CLAIM</b>	In order to be paid, Canadian residents must submit their claims by mail, fax or by email (pdf.) to the Claim Administrator no later than <b>January 2, 2009</b> .
<b>EXCLUDE YOURSELF</b>	If you exclude yourself from the Settlement Class, you get no payment. This is the only option that allows you to be part of any other lawsuit concerning the issues being settled now. You must exclude yourself from the Settlement Class by no later than <b>September 13, 2008</b> .
<b>COMMENT ON THE PROPOSED SETTLEMENT</b>	Write to the Court about why you support or oppose the proposed Settlement. You cannot comment on the Proposed Settlement if you seek to exclude yourself.
<b>GO TO A HEARING</b>	Ask to speak to the Court about the proposed Settlement. You cannot speak to the Court about the proposed Settlement if you seek to exclude yourself.
<b>DO NOTHING</b>	If you do nothing, you will receive no payment and will not be allowed to bring or be part of any other lawsuit concerning the issues being settled now.

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## BASIC INFORMATION

### 1. Why Did I Get This Notice?

You received this Notice because you requested a copy of the Notice either through a toll-free number or through the settlement website, you previously submitted a claim form to Crawford & Company, or you received a payment from a defendant, Released Entity and/or their insurers in settlement or reimbursement of claims for injury, death or screening expenses associated with your pet's consumption of a Recalled Pet Food Product.

### 2. What Are The Lawsuits About?

The lawsuits claim that the defendants handled, distributed, purchased for resale and/or redistribution, supplied, manufactured and/or sold or offered for sale Recalled Pet Food Products, that is pet food and/or treats that may have contained contaminated ingredients (specifically, wheat gluten or rice protein concentrate). Before the Recalled Pet Food Products were withdrawn from the market, some pets consumed such products and, as a result, may have required screening, become ill or required veterinarian treatment, or died.

By agreeing to the proposed settlement described in this Notice, Defendants make no admission as to the truth of these allegations, and they deny any wrongdoing.

### 3. Why Is This A Class Action?

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

The parties here have agreed to a Proposed Settlement that includes pet owners in Canada and in the U.S. who purchased, used or obtained or whose pets consumed the Recalled Pet Food Products. A United States District Court has preliminarily approved this Proposed Settlement and will hold a Hearing to decide whether it should be finally approved. (See Question No. 19.) U.S. District Court Judge Noel L. Hillman is the presiding judge in this class action. A similar approval process will take place before various Canadian Courts, concurrently, on November 3, 2008 at 9:00 am Pacific Time and the corresponding time in the applicable time zones of each of the Canadian Courts.

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

You are a member of the Settlement Class if you purchased, used or obtained, or your pets used or consumed Recalled Pet Foods Product(s), unless you are a member of the class certified by the Circuit Court of the First Circuit, State of Hawai'i in *Lum v. Menu Foods, Inc. et al* (Civil No. 07-1-0849-05 (EEH)).<sup>1</sup>

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

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

### 5. How Do I Determine If The Food I Purchased Was Recalled?

A list of the recalled products can be found at the settlement website, [www.petfoodsettlement.com](http://www.petfoodsettlement.com). You also may request a copy of the list by calling or writing to the Claims Administrator. Contact information for the Claims Administrator is provided at the end of this document.

## BENEFITS OF THE PROPOSED SETTLEMENT—WHAT YOU MAY GET

### 6. What Does The Proposed Settlement Provide?

The Proposed Settlement provides for the creation of a twenty-four million dollar (\$24,000,000.00 (USD)) Settlement Fund from which eligible consumers may receive up to a 100% cash payment for all documented, reasonable economic damages incurred as a result of their purchase or their pets' consumption of Recalled Pet Food Products, including veterinary treatment costs, death-related expenses, pet purchase price or replacement cost, property damages and other economic losses. Consumers who do not have documents supporting their claims for economic damages may still be eligible for cash reimbursement subject to a \$900 (USD) limit per pet. The Proposed Settlement does not provide any compensation for non-economic losses.

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

Settlement notice, administration costs, and lawyers' fees and expenses also will be paid out of the Settlement Fund.

All aspects of this Proposed Settlement are subject to Court approval in Canada and in the U.S.

### 7. Are There Any Limits On My Ability To Recover?

A Claims Administrator unrelated to any party in this lawsuit will administer the settlement. The Claims Administrator will review all claims and expenses submitted and determine whether they are valid, reasonable and payable. (See Question No. 12.)

<sup>1</sup>If you have questions regarding whether you are a member of the *Lum* class, you may contact the Claims Administrator. The contact information for the Claims Administrator is at the end of this Notice.

Eligible consumers may receive up to a 100% cash payment for all documented, reasonable economic damages incurred as a result of their purchase or their pets' consumption of Recalled Pet Food Products. Claims may be subject to certain limitations:

- (a) the total amount of money available from the Settlement Fund to reimburse pet owners for healthy pet screening (or testing), in cases where the pet did not become ill or die is limited to a total of \$400,000 (USD). If this limit is reached, the part of your claim for testing your healthy pet will be pro-rated based on the ratio of the amount of your claim approved by the Claims Administrator to the total amount of all the approved claims for healthy pet screening.
- (b) the total amount of money available from the Settlement Fund for reimbursement of purchases of Recalled Pet Food is limited to a total of \$250,000 (USD). If this limit is reached, the part of your claim for reimbursement of Recalled Pet Food purchases will be pro-rated based on the ratio of the amount of your approved claim to the total amount of all the approved claims for Recalled Pet Food reimbursement.
- (c) if the total value of claims for all other economic damages—separate and apart from healthy pet screening claims and Recalled Pet Food purchase claims—exceed the total Settlement Fund amount available, the part of your claim for all other economic damages will be pro-rated based on the ratio of the amount of your approved claim to the total amount of all the approved claims for these other economic damages.

Claims for economic damages that are not supported with documentation are limited to a maximum of \$900 (USD) per pet.

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

If valid claims submitted total less than the Settlement Fund amount available, the difference between the total claims and the Settlement Fund available will be paid to charitable organizations in the United States and Canada that promote the health and well-being of pets.

## 9. How Do I File A Claim, and Will I Have to Pay Anything To Do So?

Attached to this Notice is a Claim Form. **YOU MUST FILL OUT AND SIGN THE CLAIM FORM AND SUBMIT IT TO THE CLAIMS ADMINISTRATOR, FAXED OR EMAILED (PDF. FORMAT) POSTMARKED ON OR BEFORE JANUARY 2, 2009** and addressed to:

In Re Pet Food Products Liability Litigation  
Claims Administrator  
c/o Heffler, Radetich & Saitta LLP  
P.O. Box 890  
Philadelphia, PA 19105-0890  
USA  
[Claims@petfoodsettlement.com](mailto:Claims@petfoodsettlement.com)  
**Fax: 215-320-2004**

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

**IF YOU ARE A U.S. RESIDENT, THERE IS A DIFFERENT DEADLINE TO SUBMIT A CLAIM. INFORMATION ON THE U.S. PROCESS IS AVAILABLE AT [WWW.PETFOODSETTLEMENT.COM](http://WWW.PETFOODSETTLEMENT.COM), OR FROM THE CLAIMS ADMINISTRATOR.**

As part of your claim, you should provide as much documentation as you can relating to your economic damages, which means losses. All information provided will be treated as confidential. In addition to the expenses for which you are able to supply adequate documentation, you may be reimbursed for up to \$900 (USD) of economic damages for which you do not have documentation, provided that the Claims Administrator determines that the claim is otherwise valid and reasonable.

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

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

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

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

Pet reimbursement may include either the cost of purchasing a new pet or, in some cases, the cost of your deceased pet. If you purchased a new pet before May 22, 2008, you may be entitled to receive the cost or fair market value of the deceased pet, whichever is higher, or the reasonable cost of a new pet. If you purchased a new pet on or after May 22, 2008, you may be entitled to receive the cost or fair market value of the deceased pet. Proof of these expenses may include a bill, a receipt, credit card statement, cancelled check, AKC or CKC registration, Cat Fancier's Association certificate, third party appraisal or other proof of the cost or fair market value of the pet.

While it does not cost anything to submit a claim, you may have to incur costs in obtaining, copying and submitting the documents to support your claim, such as veterinary records. You will not be reimbursed for these costs as part of the Settlement.

For undocumented economic damage claims, you will be asked to describe your claims in as much detail as possible and explain why you do not have supporting documentation for those claims.

QUESTIONS? VISIT [WWW.PETFOODSETTLEMENT.COM](http://WWW.PETFOODSETTLEMENT.COM) OR CALL TOLL-FREE 1-800-392-7785

*The Claim Form must be signed.* Please note that your signature on the Claim Form indicates that you declare, under penalty of perjury that the information you are submitting is true and accurate. The signature also authorizes the Claims Administrator to contact you or your veterinarian, or both, for more information and to discuss the information with your veterinarian as part of evaluating your claim.

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

*Even if you do not have documents that support your claim for economic damage, you may be eligible to receive payment for valid and reasonable economic damages.* Submit the completed Claim Form describing your claims for undocumented economic damages in as much detail as possible and explaining why you do not have supporting documentation for those claims for the Claims Administrator to evaluate. Claims for undocumented economic expenses may be paid up to a \$900 (USD) maximum.

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

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

#### 12. How Are Payments Determined?

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

### COMMENTING ON THE PROPOSED SETTLEMENT

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

If you have comments about, or disagree with, any aspect of the Proposed Settlement, you may express your views to the Court in writing. The written response should include your name, address, telephone number and a brief explanation of your comment or reason for objection. The document **must** be signed to ensure the Court's review. Unless you obtain leave from the Court to submit a Response at a later date, the Response must be postmarked on or before **October 4, 2008**, and mailed to:

- a) For Alberta residents:  
Court of Queen's Bench of Alberta, Judicial District of Calgary  
Calgary Courts Centre, 601 - 5 Street SW, Calgary, AB T2P 5P7  
Attention: Registrar
- b) For British Columbia residents:  
Supreme Court of British Columbia, Vancouver Registry  
800 Smithe Street, Vancouver, BC, V6Z 2E1  
Attention: Registrar
- c) For Manitoba residents:  
Court of Queen's Bench of Manitoba, Winnipeg Centre  
Law Courts Building, Main Floor, 408 York Avenue, Winnipeg, Manitoba, R3C 0P9  
Attention: Registrar
- d) For New Brunswick residents:  
Court of Queen's Bench of New Brunswick, Trial Division  
Judicial District of Moncton  
Assumption Place, 770 Main Street, 2nd Floor, Room 207, P.O. Box 5001, Moncton, NB E1C 8R3  
Attention: Registrar
- e) For Newfoundland and Labrador residents:  
Supreme Court of Newfoundland and Labrador, Trial Division  
Court House, Duckworth Street, Box 937, St. John's, NL, A1C 5M3  
Attention: Registrar
- f) For Nova Scotia residents:  
Supreme Court of Nova Scotia  
The Law Courts Building, 1815 Upper Water Street, Halifax, NS, B3J 1S7  
Attention: Prothonary of the Supreme Court
- g) For Quebec residents:  
Superior Court, Province of Quebec, District of Montreal  
1, rue Notre-Dame Est, Montreal, Quebec, H2Y 1B6  
Attention: Registrar
- h) For Saskatchewan residents:  
Court of Queen's Bench of Saskatchewan, Judicial District of Regina  
2425 Victoria Avenue, Regina, Sask, S4P 3V7  
Attention: Registrar
- i) For Ontario residents and residents of Prince Edward Island and the territories:  
Ontario Superior Court of Justice, Toronto  
393 University Avenue, 10th Floor, Toronto, ON M5G 1E6  
Attention: Registrar

QUESTIONS? VISIT [WWW.PETFOODSETTLEMENT.COM](http://WWW.PETFOODSETTLEMENT.COM) OR CALL TOLL-FREE 1-800-392-7785

Your document must clearly state that it relates to one of the following lawsuits:

- a) For Alberta residents:  
*James O'Keefe v. Menu Foods Operating Limited Partnership and others*, Action No. 07-01-03550
- b) For British Columbia residents:  
*Vicki Joel v. Menu Foods Genpar Limited and others*, Action No. S-072079
- c) For Manitoba residents:  
*Sharon Lynn Martin and Karen Harder v. Menu Foods Genpar Limited and others*, Action No. CI-07-01-51416
- d) For New Brunswick residents:  
*Georgette Fillmore v. Menu Foods GenPar Limited and others*, Action No. M/C/221/07
- e) For Newfoundland and Labrador residents:  
*Glenn M. Esau v. Menu Foods Operating Limited Partnership and others*, Action No. 200701T3803CP
- f) For Nova Scotia residents:  
*Jackie Doucette v. Menu Foods Genpar Limited and others*, Action No. S.H. 283226
- g) For Quebec residents:  
*Chantal Des Coteaux v. Menu Foods Genpar Limited and others*, Action No. 500-06-00396-072
- h) For Saskatchewan residents:  
*Charmaine McBain, Kate Ibbetson and Angela Kaye v. Menu Foods Operating Limited Partnership and others*, Action No. 415 of 2007
- i) For Ontario and other provinces or territories:  
*Amanda Whiting, Gillian Alexander, Diana Des Roches, Hayley Boam, Robert Milette, Diana Krstic and Debbie Mullen v. Menu Foods Operating Limited Partnership and others*, Action No. 07-CV-329875CP

You must also send a copy of your comment or objection by first class mail to Branch MacMaster (attention: Ward Branch and Luciana Brasil), and one of the lawyers for the Defendants listed below, not later than **October 4, 2008**, or you must seek leave from the Court to submit your comment on a later date.

Peter F.C. Howard and Danielle Royal  
**STIKEMAN ELLIOTT, LLP**  
Suite 5300  
Commerce Court West  
199 Bay Street, Toronto, ON  
M5L 1B9

Deborah Glendinning  
**OSLER HOSKIN & HARCOURT LLP**  
Suite 6100  
PO Box 50  
1 First Canadian Place  
Toronto ON M5X, 1B8

If you are a U.S. resident, you will have to follow a different process to make a comment or complaint in relation to the Proposed Settlement. Information on this process is available at [www.petfoodsettlement.com](http://www.petfoodsettlement.com), or by contacting the Claims Administrator.

### THE LAWYERS REPRESENTING YOU

#### **14. Do I Have A Lawyer Representing My Interests In This Case?**

Yes. The Court has appointed the following law firms to represent you and other Canadian Class Members:

#### **Alberta:**

Clint Docken, Q.C.  
**DOCKEN & COMPANY**  
900, 800-6th Ave. SW  
Calgary, Alberta  
Canada, T2P 3G3

#### **New Brunswick:**

Howard Spalding, Q.C.  
**BARRY SPALDING**  
Mercantile Centre  
P.O. Box 6010, Sta. A  
55 Union Street, Suite 710  
Saint John, NB  
Canada E2L 5B7

#### **Ontario:**

Harvey Strosberg, Q.C.  
**SUTTS, STROSBERG**  
600-251 Goyeau Street  
Windsor, ON N9A 6V4  
  
Theodore Charney  
**FALCONER CHARNEY**  
8 Prince Arthur Avenue  
Toronto, ON M5R 1A9

Joel Rochon  
**ROCHON GENOVA**  
900-121 Richmond Street West  
Toronto, ON M5H 2K1  
  
David Himmelfarb  
**HIMMELFARB PROSZANSKI LLP**  
Suite 401-250 Dundas Street West  
Toronto, ON M5T 2Z5

#### **British Columbia:**

Ward Branch / Luciana Brasil  
Branch MacMaster  
1410-777 Hornby Street  
Vancouver, BC V6Z 1S4  
Tel: (604) 654-2999  
[www.branmac.com](http://www.branmac.com)

#### **Newfoundland & Labrador:**

Casey Churko  
**MERCHANT LAW GROUP LLP**  
Saskatchewan Drive Plaza  
2401 Saskatchewan Drive  
Regina, Canada S4P 4H8

#### **Quebec:**

David Joanisse  
**HEENAN BLAIKIE**  
1250 René-Lévesque Blvd. West  
Suite 2500  
Montreal, Quebec H3B 4Y1

#### **Manitoba:**

Harvey Pollock, Q.C.  
**POLLOCK & COMPANY**  
1120-363 Broadway  
Winnipeg, MB R3C 3N9

#### **Nova Scotia:**

Raymond Wagner  
**WAGNERS**  
PO Box 756, Central RPO  
Halifax NS B3J 2V2

#### **Saskatchewan:**

Anthony Merchant, Q.C.  
**MERCHANT LAW GROUP LLP**  
Saskatchewan Drive Plaza  
2401 Saskatchewan Drive  
Regina, Canada S4P 4H8

These lawyers are called Class Counsel. You will not be charged personally for these lawyers, but they will ask the Court to award them a fee that will be paid out of the \$24 million (USD) settlement fund. More information about Class Counsel and their experience is available at the web sites listed above.

U.S. lawyers have been appointed to represent U.S. Class Members. A list of the U.S. lawyers and their contact information is available at [www.petfoodsettlement.com](http://www.petfoodsettlement.com), or from the Claims Administrator.

## 15. How Will The Lawyers Be Paid?

Since the lawsuits began in March 2007, many law firms have devoted substantial resources and expenditures in addressing the issues raised by the pet food recall on behalf of Settlement Class Members purely on a contingent basis, and these law firms have received no compensation for their services or reimbursement of their expenses. As part of the proposed Settlement, Canadian Class Counsel will ask the Court to approve an amount of lawyers' fees not to exceed 6% of the Settlement Fund and for reimbursement of expenses. Counsel for plaintiffs in the U.S. actions will seek an amount for their lawyers' fees not to exceed 25% of the Settlement Fund and for reimbursement of expenses.

## 16. Should I Get My Own Lawyer?

You do not need to hire your own lawyer. However, if you want your own lawyer to speak for you or appear in Court, you must file a Notice of Appearance. (See Question No. 21.) Hiring a lawyer to appear for you in the lawsuit will be at your own expense.

## 17. Dismissal with Prejudice and Release Of Claims

If the Court approves the proposed Settlement, it will enter a judgment that will dismiss the litigation with prejudice as to all claims against all defendants. In addition, defendants and any and all entities and individuals that are alleged to have handled, distributed, purchased for resale and/or redistribution, supplied, manufactured and/or sold or offered for sale Recalled Pet Food Products ("Released Entities") will receive from the Settlement Class (except for those persons that have timely opted out of the Settlement) a release and discharge of all claims, demands, actions, suits, and/or causes of action that have been brought or could have been brought, are currently pending or were pending, or are ever brought in the future, by any Settlement Class Member against any Defendant or Released Entity, in any forum in Canada or the United States (including their territories and, in the case of the United States, Puerto Rico), whether known or unknown, asserted or unasserted, under or pursuant to any statute, regulation, common law or equity, that relate in any way, directly or indirectly, to facts, acts, events, transactions, occurrences, courses of conduct, representations, omissions, circumstances or other matters referenced in any claim raised (including, but not limited to, any claim that was raised against any Released Entity) in the Pet Food Recall Litigation. This means that the Release will, among other things, prevent Class Members who do not opt out of the Settlement from advancing any claims for non-economic losses against the defendants and a number of other persons or entities, including all those involved in the manufacture, sale or distribution of Recalled Pet Food Products, despite the fact that the Settlement does not provide for any compensation for those claims.

Released Claims do not include any claims for breach of this Settlement Agreement, nor any claims, demands, actions, suits, or causes of action that have been brought, could have been brought, or are brought in the future by any Defendant or Released Entity against any other Defendant or Released Entity, for indemnity or any other claim. Nothing in this Agreement shall in any way be construed to limit or prevent any Defendant or Released Entity from bringing any claims, demands, actions, suits, or causes of action against another Defendant or Released Entity for indemnity or any other claim related to the Recalled Pet Food Products and/or the Recall.

This means that all Settlement Class Members who have not asked to be excluded from the settlement will be forever barred from bringing, continuing, or being part of any claim or lawsuit against the Released Entities (listed at [www.petfoodsettlement.com](http://www.petfoodsettlement.com)), and their personnel, representatives, insurers, and related companies. If you fall within the class definition and do not want to be prevented from bringing, continuing, or being a part of such a lawsuit, you must exclude yourself from the Settlement Class and proposed Settlement as explained below in Paragraph 18.

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

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

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

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

If you do not want to be a member of the Settlement Class and participate in the proposed Settlement, then BY NO LATER THAN SEPTEMBER 13, 2008, you must send a signed statement that includes your name, address and telephone number, and that states that you request to be excluded from the Settlement Classes in the Recalled Pet Food Class Actions to the following:

In Re Pet Food Products Liability Litigation  
Claims Administrator  
c/o Heffler, Radetich & Saitta LLP  
P.O. Box 890  
Philadelphia, PA 19105-0890  
USA

**TO BE CONSIDERED TIMELY AND TO EFFECTIVELY OPT OUT OF THE SETTLEMENT, YOUR COMPLETED AND SIGNED OPT OUT NOTICE MUST BE POST MARKED BY NO LATER THAN SEPTEMBER 13, 2008. IF IT IS NOT POSTMARKED BY THAT DATE, YOUR RIGHT TO OPT OUT WILL BE DEEMED WAIVED AND YOU WILL BE BOUND BY ALL ORDERS AND JUDGMENTS ENTERED IN CONNECTION WITH THE SETTLEMENT.**

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

Any member of the Settlement Class who or which timely submits a request to opt out of the settlement will have until seven (7) days prior to the Final Approval Hearing to deliver to Class Counsel (listed above in Paragraph 14) and the Claims Administrator a written revocation of your request to opt out and shall thereby become a member of the Settlement Class.

### **THE COURT'S FINAL APPROVAL HEARING**

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

The U.S. District Court, District of New Jersey will hold a Final Approval Hearing on October 14, 2008 at 9:30 a.m. to consider whether the Proposed Settlement is fair, reasonable and adequate. At the Hearing, the Court will decide whether to approve the Proposed Settlement and the request for lawyers' fees and expenses. If comments or objections have been received, the Court will consider them at this time.

Canadian Courts will hold similar hearings concurrently on November 3, 2008 in British Columbia at 9:00 a.m. Pacific Time, in Alberta and Saskatchewan at 10:00 a.m. Mountain Time, in Manitoba at 11:00 a.m. Central Time, in Ontario and Quebec at 12:00 p.m. Eastern Time, in New Brunswick and Nova Scotia at 1:00 p.m. Atlantic Time and in Newfoundland at 1:30 p.m. Nfld Time.

Note: The Hearings in the U.S. and In Canada may be postponed to a different date without additional notice. Updated information will be posted on the settlement website, [www.petfoodsettlement.com](http://www.petfoodsettlement.com).

#### **20. Must I Attend The Final Approval Hearing?**

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

#### **21. May I Speak At the Final Approval Hearing?**

If you want to speak at the Final Approval Hearing, or have your own lawyer instead of Class Counsel speak at the Final Approval Hearing, you must provide notice in writing to the following lawyers:

Ward K. Branch and Luciana Brasil (Class Counsel)  
Branch MacMaster  
Barrister and Solicitors  
1410 - 777 Hornby Street, Vancouver, BC V6Z 1S4

And:

Peter F.C. Howard and Danielle Royal (Defendants' Counsel)  
**STIKEMAN ELLIOTT, LLP**  
Suite 5300 Commerce Court West  
199 Bay Street, Toronto, ON  
M5L 1B9

#### **22. What if the Settlement is Not Approved?**

The Settlement will only become effective if it is approved by all Courts where approval is sought. While you may submit a claim before final approval, no claims will be paid until and unless all courts approve the Settlement.

If the Settlement is not approved, the actions will be decertified (cease to be class actions). Class Counsel and the plaintiffs will be at liberty to apply again for certification of the case and to continue the lawsuit as if the Settlement had never existed.

### **GETTING MORE INFORMATION**

#### **23. Where Do I Obtain More Information?**

If you have any questions about the lawsuit or this Notice, you may:

- Visit the Pet Food Settlement website at [www.petfoodsettlement.com](http://www.petfoodsettlement.com)
- Call toll free 1-800-392-7785
- Write to: Pet Food Settlement Administrator at:

In Re Pet Food Products Liability Litigation  
Claims Administrator  
c/o Heffler, Radetich & Saitta LLP  
P.O. Box 890  
Philadelphia, PA 19105-0890  
USA