

## FINAL FOR EXECUTION

C A N A D A

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

NO: 500-06-000612-123

S U P E R I O R C O U R T  
(CLASS ACTION)

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EMIL FOCSA,

Petitioner

-vs.-

**DIAMOND PET FOODS INC.,**  
-and-  
**SCHELL & KAMPETER, INC.,**  
-and-  
**COSTCO WHOLESALE CORPORATION,**  
-and-  
**COSTCO WHOLESALE CANADA LTD.,**  
-and-  
**TRACTOR SUPPLY COMPANY,**

Respondents

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### SETTLEMENT AGREEMENT

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This Settlement Agreement ("**the Agreement**") is made and entered into as of this 21st day of July, 2015 by and among the Petitioner Emil Focsa, both individually and as a representative of the plaintiff class (collectively "**the Class Members**") defined in the Motion to Authorize the Bringing of a Class Action dated May 9, 2012 ("**the Quebec Action**") and the Respondents Diamond Pet Foods Inc., Schell & Kampeter, Inc., Costco Wholesale Corporation and Costco Wholesale Canada Ltd. (collectively "**Costco**") and Tractor Supply Company (all collectively "**the Respondents**").

**WHEREAS**, despite their denial of any liability or culpability and their belief that they have meritorious defenses to the claims alleged, the Respondents nevertheless have decided to enter into this Agreement without any

admission of liability to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation.

**WHEREAS**, the Respondents recognize the jurisdiction of the Superior Court of Quebec ("**the Quebec Court**") under Art. 3148 C.C.Q. for a national class.

**WHEREAS**, the transaction reflected in this Agreement ("**the Settlement**") is concluded on the basis that it will provide the Respondents with finality, and therefore the Settlement is conditional upon the Courts' Approval as set out herein.

**NOW, THEREFORE**, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, and intending to be legally bound, the Class Members and the Respondents (collectively "**the Parties**") agree and undertake as follows:

### **Definitions**

- 1) In this Agreement, terms that are capitalized shall have the meanings defined in **Appendix I**.

### **Quebec proceedings to be authorized for settlement**

- 2) As soon as possible after the signature of this Agreement, the Parties shall submit the Quebec Action to the Quebec Court to be authorized for settlement, and shall submit this Agreement to the Quebec Court for approval of the Settlement (together "**Quebec Court Approval**").
- 3) The Respondents shall consent to the authorization of the Quebec Action for settlement pursuant to Articles 1002, 1003, and 1006 C.C.P.

### **Plaintiff Class to desist from Ontario Proceedings**

- 4) Once Quebec Court Approval has been obtained, the Parties shall jointly apply as soon as possible to the Ontario Court for a consent order approving the discontinuance of the Ontario Action without costs ("**the Ontario Approval Order**").
- 5) The Respondents shall consent to the discontinuance of the Ontario Action without costs.

#### **Courts' approval a condition precedent**

- 6) It is a condition precedent to this Agreement and to the Settlement that Quebec Court Approval AND the Ontario Approval Order (collectively "**the Courts' Approval**") shall be obtained. If this condition is not fulfilled, for any reason, by December 31, 2015, then this Agreement and the Settlement shall be null and void and, to the extent possible, the Parties shall be placed back in their respective positions before this Agreement and the Settlement were concluded.

#### **Consideration for Settlement**

- 7) The Settlement consists of a monetary payment by the Respondents, as well as non-monetary, but valuable, benefits to Class Members.
- 8) As full and complete consideration for the Settlement, the Respondents shall establish a Settlement Fund of \$460,000, out of which shall be paid:
  - a) Eligible Claims in accordance with the Settlement;
  - b) the Claims Administrator's fees and expenses;
  - c) the cost of the Notice Program;
  - d) Class Counsel Fees;
  - e) Honoraria payments to the representative Plaintiffs in the Quebec and Ontario Actions of \$1,500 each (collectively \$4,500);

- f) any percentage withheld according to law from payments to Quebec resident Class Members for the benefit of the *Fonds d'aide aux recours collectifs*;
- g) any other costs and expenses associated with the Settlement;

Once the Claims Process is complete, the remainder of the Settlement Fund after the payments mentioned above, if any, shall be distributed by the Claims Administrator in accordance with paragraph 38 below.

- 9) Respondent Schell & Kampeter, Inc. will employ for three (3) years from the date of the Courts' Approval new and improved quality control procedures and therapeutic reforms that had not been implemented prior to the placement of the Products into the market place. The Parties stipulate that compliance by Schell & Kampeter, Inc. with the terms of the settlement of the U.S. class actions approved by Justice Feuerstein on October 30, 2014 shall constitute compliance with this paragraph.

### **Claims Administrator**

- 10) Within 5 days of signing this Agreement, the Parties shall appoint a Claims Administrator from among candidates nominated by Class Counsel, and the Claims Administrator shall be instructed:

#### **Before the Courts' Approval**

- a) to establish a trust account in which the Settlement Funds will be deposited by the Respondents ("**the Trust Account**");
- b) to establish, administer and staff a toll-free number which potential Class Members can call to obtain information about the Settlement or the Claims Process in English or in French;
- c) to establish and administer a website ("**the Website**") from which potential Class Members can obtain information in English or

French about the Settlement and relevant forms, including Claim Forms, and to which they can submit completed Claim Forms and accompanying Information, in English or French, in accordance with the Claims Process;

- d) to cause the Pre-Approval Notice provided for in paragraph 11 b) to be published;

**After the Courts' Approval**

- e) to administer and account for the Trust Account;
- f) generally, to pay all costs and expenses associated with the Settlement and the Claims Process, including the costs of the Notice Program, Class Counsel Fees, the Honoraria, and the Claims Administrator's fees and expenses, together with applicable taxes;
- g) to cause the News Release to be issued as provided in paragraph 11 c) ;
- h) if requested by the Respondents, to organize and carry out the e-mail and mail campaign provided for in paragraph 11 d) and e);
- i) to administer the Claims Process and the Settlement Fund;
- j) to notify all Claimants in writing of the disposition of their Claims in accordance with the Claims Process;
- k) to administer and assist in resolving Disputed Claims in accordance with the Claims Process;
- l) to pay Eligible Claims in accordance with the Claims Process by sending cheques drawn on the Settlement Fund to Class Members by mail, after first deducting any percentage that must be withheld

by law from payments to Quebec resident Class Members for the benefit of the *Fonds d'aide aux recours collectifs* and remitting any such percentage to the *Fonds*;

- m) once the Claims Process is complete, and all Eligible Claims and all costs and expenses associated with the Settlement and the Claims Process have been paid, to prepare and submit a final report on the administration of the Claims Process for the approval of the Quebec Court.
- n) once the Quebec Court has approved the final report, to distribute the remainder of the Settlement Fund, if any, in accordance with paragraph 38.

### **Notice Program**

- 11) The Respondents shall undertake a Notice Program as follows:
  - a) The Respondents may delegate any of their obligations under this paragraph to the Claims Administrator;
  - b) Upon obtaining a date for the approval hearing from the Quebec Court and receiving confirmation from the Claims Administrator that the Website is functional, the Respondents shall publish the Pre-Approval Notice in a form substantially the same as **Appendix II** to this Agreement:
    - i) once in English in a weekly edition of the Globe & Mail in the form of a 1/3 page advertisement; and
    - ii) once in French in a weekly edition of La Presse in the form of a 1/3 page advertisement.

- c) Within 24 hours of obtaining the Courts' Approval, the Respondents shall issue a CNW News Release with respect to the Settlement in a form substantially the same as **Appendix III** to this Agreement;
- d) Within 10 days of obtaining the Courts' Approval, Costco (or the Claims Administrator on its behalf) shall e-mail all potential Class Members (i.e. Costco customers who purchased the Products from Costco) for whom Costco possesses e-mail address information in a form substantially the same as **Appendix IV** to this Agreement;
- e) Where:
  - i) Costco does not possess an e-mail address for a potential Class Member, but possesses a mailing address for that person, or
  - ii) Costco possesses both an e-mail address and a mailing address for the potential Class member, but the e-mail sent to that person in accordance with paragraph 11 d) is undeliverable

then Costco shall send a postcard to the person in question, by ordinary mail, in a form substantially the same as **Appendix V** to this Agreement. The mailing of all postcard notices under this paragraph 11 e) shall be completed within 30 days after the e-mails are sent pursuant to paragraph 11 d).

### **Eligible Claim Values**

- 12) The Claims of Class Members that are eligible for payment under this Agreement ("**the Eligible Claims**") will be divided into two subclasses, based on the nature of the relief that they are entitled to.
- 13) Sub-Class I consists of Class Members ("**the Sub-Class I Members**"):

- a) who purchased and did not return the Products to the dealer or otherwise exchange the Products; and/or
  - b) who purchased the Products and fed them to their pet(s), and who suffered economic loss in the form of veterinarian's bills and the cost of precautionary medication although the pet(s) did not in fact become sick.
- 14) The portion of the Settlement Fund available to pay Eligible Claims by Class Members in Sub-Class I ("**the Sub-Class I Fund**") shall be limited to 35% of the balance remaining in the Settlement Fund after payment of the costs listed in paragraph 8 b) to g) ("**the Net Fund Balance**"). Any unclaimed balance in the Sub-Class I Fund at the end of the Claims Process shall revert to and be reimbursed to the Respondents in accordance with paragraphs 36 and 38.
- 15) A Sub-Class I Member who submits an Eligible Claim shall receive one of the following:
- a) reimbursement for bags of Product actually purchased, up to a maximum equal to the retail value of two bags of Product per pet; OR, if the Sub-Class I Fund is insufficient to pay all Eligible Claims under this paragraph 15 a),
  - b) a pro rata share of the Sub-Class I Fund, calculated by using 1 as the numerator and the number of Eligible Claims submitted by Sub-Class I Members as the denominator.
- 16) Sub-Class II consists of Class Members ("**the Sub-Class II Members**") who, in addition to having purchased and/or used the Products, sustained economic loss because of the injury, sickness or death of their pet(s) as a result of their ingestion of the Products.

- 17) The portion of the Settlement Fund available to pay Eligible Claims by Class Members in Sub-Class II ("**the Sub-Class II Fund**") shall be limited to 65% of the Net Fund Balance. Any unclaimed balance in the Sub-Class II Fund at the end of the Claims Process shall revert to and be reimbursed to the Respondents, up to a maximum of \$100,000 ("**the Sub Class II Reversion Limit**"), in accordance with paragraphs 36 and 38. If and when the Sub Class II Reversion Limit is attained and has been reimbursed to the Respondents, any unclaimed balance remaining in the Sub-Class II Fund shall be paid by the Claims Administrator to a charity of Class Counsel's choice, the tax receipt to be issued in the name of the Respondents' nominee(s).
  
- 18) A Sub-Class II Member who submits an Eligible Claim shall receive one of the following:
  - a) reimbursement for bags of Product actually purchased, up to a maximum equal to the retail value of two bags of Product per pet, plus full reimbursement of the actual cost of veterinarian testing, care, and/or treatment of the pets in question, including the cost of medication, plus (but only where the pet(s) died as a result of ingesting the Product) the fair market of the pet(s) in question; OR, if the Sub-Class II Fund is insufficient to pay all Eligible Claims under this paragraph 18) a),
  
  - b) a pro rata share of the Sub-Class II Fund, calculated by using 1 as the numerator and the number of Eligible Claims submitted by all Sub-Class II Members as the denominator.
  
- 19) A Sub-Class II Member who has already settled a claim with the Respondents, or any of them, but who has not executed a release in connection with the settlement, may submit a Claim, and the Claims Administrator shall determine in his/her discretion whether any recovery from the Sub-Class II Fund beyond the amount already paid is warranted.

Any such recovery shall not however exceed what the Sub-Class II Member would otherwise be entitled to under paragraph 18.

### **Claims Process**

- 20) The Claims Period shall run from the publication of the Pre-Approval Notice and shall terminate 120 days after the Courts' Approval. The Claims Administrator shall not however pay any amounts set out in paragraph 8, except the Claims Administrator's actual incurred fees and expenses, until the Courts' Approval is obtained.
- 21) The Claims Administrator shall administer the Claims Process and the Settlement Fund under the Settlement.
- 22) The Claim Form for the Settlement (in English and in French) shall be materially the same as **Appendix VI** to this Agreement.
- 23) In order for a Claim to be eligible for payment ("**an Eligible Claim**"):
  - a) the Claim Form must be properly completed and signed, and either mailed to the Claims Administrator with a postmark before the end of the Claims Period, or filed electronically on the Website before the end of the Claims Period;
  - b) the Claim must meet the criteria set out in paragraphs 12 to 19;
  - c) the Claim must be supported by sufficient Information to allow the Claims Administrator to make a fair assessment of its eligibility, and the Information must also be provided to the Claims Administrator before the end of the Claims Period.
- 24) Sub-Class I Members must provide the Claims Administrator with sufficient Information about their purchase or use (or non-use) of the Products, so as to establish that they did, in fact, purchase or otherwise

receive the Products. Examples of “sufficient Information” include, but are not limited to:

- a sworn statement signed by the Member representing the nature of the purchase (no commissioner of oaths required), the purchase date, the name of the dealer from whom the Products were purchased, the quantity purchased, the Products purchased, and information as to whether the Products were used, not used, discarded, returned, and/or exchanged;
- cancelled cheques;
- copies of receipts from the dealer; and
- copies of credit card statements.

25) Sub-Class II Members must provide the Claims Administrator with the Information required of Sub-Class I Members, and, in addition:

- a bill, letter, or other writing from a veterinarian or testing laboratory or facility, so as to reasonably establish veterinarian, testing and/or medication costs or charges, and that such costs or charges were, in fact, incurred and related to salmonella testing and/or treatment of salmonella or salmonella-like symptoms; and
- if the death of a pet is claimed, the Member shall explain in detail the cause of death, the date of death, and provide a licensed veterinarian’s written statement that connects the pet’s death to the ingestion of the Products.

- 26) The Claims Administrator may request any clarification or other Information from Claimants that he/she considers necessary to process the Claims.
- 27) The Claims Administrator shall notify all Claimants in writing of the disposition of their Claims by regular mail, or by e-mail if previous correspondence with the Claimant has been by e-mail, not later than ten (10) days after the end of the Claims Period. The notification shall specify the value payable if the Claim is being paid under paragraphs 15 a) or 18 a), but shall not specify the value payable if the Claim is being paid under paragraphs 15 b) or 18 b) pending the resolution of any disputed Claims ("**the Disputed Claims**") as set out below.
- 28) Any Claimant who objects to the disposition of their Claim shall have 30 days from the date of notification under paragraph 27 to challenge the decision by giving notice in writing to the Claims Administrator. All such challenged Claims shall be considered Disputed Claims.
- 29) The Claims Administrator will notify the Respondents' Counsel when the thirty (30) day period provided for in paragraph 28 has expired and will provide Class Counsel and the Respondents' Counsel with a complete record of the proposed disposition of Claims and of all Disputed Claims.
- 30) Within fourteen (14) days of notification under paragraph 29, the Respondents' Counsel will advise the Claims Administrator and Class Counsel in writing which Claims (if any) the Respondents wish to review ("**the Reviewed Claims**"), and the Claims Administrator shall provide the Respondent's Counsel with access to the Reviewed Claims files.
- 31) The Claims Administrator shall then promptly pay all Eligible Claims being paid under paragraphs 15 a) and 18 a), other than the Disputed Claims and the Reviewed Claims.

- 32) The Respondents shall have 30 days from receipt of the Reviewed Claims files to notify the Claims Administrator and Class Counsel in writing of any objection to the Claims Administrator's proposed disposition of the Reviewed Claims. Claims to which an objection is made shall also be considered Disputed Claims.
- 33) The Claims Administrator shall then promptly pay all Reviewed Claims being paid under paragraphs 15 a) and 18 a), other than the Disputed Claims.
- 34) Disputed Claims (if any) will be resolved by the Parties in good faith if possible, or otherwise submitted to the Quebec Court for review and resolution. The governing principle is that the Claim should be paid if it fairly and reasonably establishes the type of compensable damage sought.
- 35) The Claims Administrator shall only pay Eligible Claims being paid under paragraphs 15 b) and 18 b) once all Disputed Claims have been resolved and the pro rata shares of the Sub-Class I and II Funds can be established.
- 36) Once all Eligible Claims have been paid and all costs and expenses listed in paragraph 8 have been paid, the Claims Administrator shall determine what balances (if any) ("**the Fund Balances**") are available to be reimbursed to the Respondents or paid to charity, as the case may be, under paragraphs 14 and 17.
- 37) The Claims Administrator shall then prepare a final report on the administration of the Settlement, which shall be submitted to the Quebec Court for approval.
- 38) Once the Quebec Court has approved the Claims Administrator's final report, with any modifications or additions that may be necessary to

secure approval, the Claims Administrator shall pay the Fund Balances in accordance with the report as approved.

### **Honoraria for Representative Plaintiffs**

- 39) Honoraria of \$1,500 will be paid to each of the representative Plaintiffs in the Quebec and Ontario Actions in consideration for the time and effort they put into the Actions and their preparation ("**the Honoraria**"). The Honoraria shall be remitted to Class Counsel by the Claims Administrator five (5) business days after the date of the Courts' Approval. Class Counsel shall then pay the Honoraria to the representative Plaintiffs.

### **Class Counsel Fees and Expenses**

- 40) Class Counsel will receive as attorney fees and reimbursement of expenditures ("**Class Counsel Fees**") a total amount of \$150,000 plus applicable taxes, or such other amount as may be approved by the Quebec Court. Within the Motion requesting Quebec Court Approval, Class Counsel will be asking the Court to approve the award of Class Counsel Fees.
- 41) Class Counsel's fees shall be released to Class Counsel by the Claims Administrator five (5) business days after the date of the Courts' Approval.

### **Objections**

- 42) Objections to the Settlement Agreement may be made by Class Members before the Quebec Court. Objections, including all briefs or other papers or evidence in support thereof, shall be postmarked, served, filed and received by Class Counsel no later than 15 days prior to the approval hearing. Any Class Member who wishes to appear before the Court at the approval hearing must postmark, serve and file notice of such intent to be heard on Class Counsel no later than 15 days prior to

the approval hearing. The Pre-Approval Notice will advise the Class Members of the deadline to submit objections and to submit a notice of intent to be heard at the Approval Hearing.

### **Opting Out**

- 43) Class Members who do not wish to be bound by the Settlement may opt out. The Opt Out Deadline shall be 60 days after the date of the Courts' Approval. Class Members who want to opt out must complete the Opt Out Form which is **Appendix VII** to this Agreement and file it with the Claims Administrator by the Opt Out Deadline. In addition, Class Members who are residents of Quebec must also give notice to the Clerk of the Quebec Court in the manner prescribed by the *Code of Civil Procedure*, as well as completing the Opt Out Form and filing it with the Claims Administrator by the Opt Out Deadline.
- 44) The Claims Administrator, within thirty (30) days following the Opt Out Deadline, must provide Class Counsel and the Respondents' Counsel with a list of all Persons who have filed Opt Out Forms.

### **Releases**

- 45) Upon the date of the Courts' Approval and subject only to completion of the Settlement to the satisfaction of the Quebec Court, the Respondents and each of them, individually and collectively, together with all their respective directors, officers, employees, agents, representatives, suppliers and distributors (collectively the "**Releasees**"), and the Releasees' heirs, successors, assigns and insurers, shall be irrevocably and forever released and discharged from any and all rights, claims, causes of action, suits or recourses whatsoever asserted, made or brought by any Class Member in any jurisdiction based upon, arising out of or in any way related to the allegations in the Quebec and/or Ontario

Actions, the Products or the voluntary recall of the Products by the Respondents, whether directly or indirectly.

### **Miscellaneous**

- 46) This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings or undertakings with respect to the subject matter of this Agreement.
- 47) This Agreement shall be construed in accordance with, and be governed by, the laws of the Province of Quebec and the laws of Canada applicable therein.
- 48) Nothing in this Agreement shall waive the Parties' duties of good faith and fair dealing, which are expressly acknowledged and agreed to by both Parties.
- 49) As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.
- 50) Each person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so.
- 51) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, even though all Parties do not

sign the same counterparts. A scanned, photocopied or facsimile signature shall be deemed an original for purposes of executing this Agreement.

- 52) The Parties to this Agreement agree to prepare and execute all documents, to seek court approvals, defend court approvals, and to do all things reasonably necessary to complete the Settlement.
- 53) In any construction to be made of this Agreement, this Agreement shall not be construed as having been drafted solely by one or another of the Parties.
- 54) The parties acknowledge that they have required that this Agreement and all related documents be prepared in both French and English. Both versions are equally authoritative. *Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en français et en anglais. Les deux versions ont la même valeur.*
- 55) The Parties agree to promptly provide each other through their respective Counsel with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.
- 56) Once approved by the Quebec Court, this Agreement may be amended or modified only by a written instrument signed by the Parties' counsel and approved by the Quebec Court.
- 57) This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, assigns and insurers.
- 58) Unless otherwise ordered by the Quebec Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement.
- 59) The Quebec Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement and all parties hereto

submit to the jurisdiction of the Quebec Court for purposes of implementing and enforcing this Agreement.

- 60) The Settlement constitutes a transaction pursuant to Articles 2631 and following of the Civil Code of Quebec and the Parties hereby renounce any right or entitlement to contest the finality of the Settlement based on error, whether of fact, law, calculation or otherwise.

MONTREAL, this 27<sup>th</sup> day of July 2015

  
\_\_\_\_\_  
**EMIL FOCSA**

MONTREAL, this 27<sup>th</sup> day of July 2015

  
\_\_\_\_\_  
**CONSUMER LAW GROUP INC.**  
Per Jeff Orenstein  
Attorneys for Petitioner

META, this 29<sup>th</sup> day of July 2015

**DIAMOND PET FOODS INC.**

  
\_\_\_\_\_  
Per:  
Duly authorized representative

META, this 29<sup>th</sup> day of July 2015

**SHELL & KAMPETER, INC.**

  
\_\_\_\_\_  
Per:  
Duly authorized representative

ISSAQUAH, this \_\_\_<sup>th</sup> day of July 2015

**COSTCO WHOLESALE CORPORATION**

\_\_\_\_\_  
Per:  
Duly authorized representative

submit to the jurisdiction of the Quebec Court for purposes of implementing and enforcing this Agreement.

- 60) The Settlement constitutes a transaction pursuant to Articles 2631 and following of the Civil Code of Quebec and the Parties hereby renounce any right or entitlement to contest the finality of the Settlement based on error, whether of fact, law, calculation or otherwise.

MONTREAL, this \_\_\_<sup>th</sup> day of July 2015

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**EMIL FOCSA**

MONTREAL, this \_\_\_<sup>th</sup> day of July 2015

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**CONSUMER LAW GROUP INC.**  
Per Jeff Orenstein  
Attorneys for Petitioner

META, this \_\_\_<sup>th</sup> day of July 2015

**DIAMOND PET FOODS INC.**

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Per:  
Duly authorized representative

META, this \_\_\_<sup>th</sup> day of July 2015

**SCHELL & KAMPETER, INC.**

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Per:  
Duly authorized representative

ISSAQUAH, this 29<sup>th</sup> day of July 2015

**COSTCO WHOLESALE CORPORATION**

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Per:  
Duly authorized representative

OTTAWA, this 30<sup>th</sup> day of July 2015

**COSTCO WHOLESALE CANADA LTD.**



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Per:  
Duly authorized representative

BRENTWOOD, this \_\_\_<sup>th</sup> day of July 2015

**TRACTOR SUPPLY COMPANY**

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Per:  
Duly authorized representative

TORONTO, this \_\_\_<sup>th</sup> day of July 2015

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**CLYDE & CO CANADA LLP**  
Attorneys for Respondents Diamond Pet  
Foods Inc., Schell & Kampeter, Inc.,  
Costco Wholesale Corporation, Costco  
Wholesale Canada Ltd. And Tractor  
Supply Company

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## APPENDIX I

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Agreement:	the Settlement Agreement to which this document is appended. All paragraph references in this Appendix I are to the Agreement.
Claim:	a claim for benefits under the Agreement.
Claimant:	a person who submits a Claim.
Claims Administrator:	the claims administrator appointed by the Parties under paragraph 10.
Claim Form:	the claim form which is <b>Appendix VI</b> .
Claims Period:	the period defined in paragraph 20.
Claims Process:	the claims process defined in paragraphs 20 to 38.
Class Counsel:	Consumer Law Group Inc. / Consumer Law Group P.C.
Class Counsel Fees:	attorney fees and reimbursement of expenditures in the total amount of \$150,000 plus applicable taxes to be received by Class Counsel under the Agreement, subject to Quebec Court approval.
Class Members:	the members of the plaintiff class as defined in the Quebec Action, namely  <i>“All residents in Canada who purchased and/or whose pets consumed Pet Food Products that were manufactured, distributed, sold, and/or placed onto the market by the Respondents and which were subsequently recalled on April 6, April 26, April 30, and May 4/5 of 2012”</i>
Costco:	Costco Wholesale Corporation and Costco Wholesale Canada Ltd. collectively.
Courts' Approval:	Quebec Court Approval AND the Ontario Approval Order, as stipulated in paragraph 6.
Disputed Claims:	Claims submitted to the Claims Administrator which are the subject of a challenge by a Claimant pursuant to paragraph 28, or to which the Respondents object pursuant to paragraph 32.
Eligible Claims:	Claims by Class Members that are eligible for payment under paragraph 23.

Fund Balances:	the balances of the Sub Class I Fund and Sub Class II Fund available to be reimbursed to the Respondents or paid to charity, as the case may be, as determined by the Claims Administrator under paragraph 36.
Honoraria:	an amount of \$1,500 to be paid to each of the representative plaintiffs pursuant to paragraph 39 (collectively \$4,500).
Information:	any information or data in any form regardless of the medium in which it is stored or through which it is transmitted.
Net Fund Balance:	the balance remaining in the Settlement Fund after payment of the costs listed in paragraph 8 b) to g).
News Release:	the CNW news release contemplated by paragraph 11 c) – see <b>Appendix III</b> .
Notice Program:	the notice program defined in paragraph 11.
Ontario Action:	the class action proceeding before the Ontario Superior Court of Justice in Toronto, court file number 12-55608.
Ontario Approval Order	a consent order of the Ontario Court approving the discontinuance of the Ontario Action without costs.
Ontario Court:	the Ontario Superior Court of Justice sitting in court file number 12-55608.
Opt Out Form:	the form which is <b>Appendix VII</b> .
Opt Out Deadline:	60 days from the date of the Courts' Approval.
Parties:	the Class Members and the Respondents.
Pre-Approval Notice:	the notice to be published as provided in paragraph 11 b) – see <b>Appendix II</b> .
Product or Products:	all or any the pet food products manufactured and/or distributed and sold by the Respondents which were recalled and which are the subject of the Quebec and Ontario Actions as listed in <b>Appendix VIII</b> .
Quebec Action:	the class action proceeding before the Quebec Superior Court, District of Montreal, file number 500-06-000612-123.
Quebec Court Approval:	the authorization of the Quebec Action, as filed, for settlement and the approval of the Settlement according to the terms of the Agreement.

Quebec Court:	the Quebec Superior Court sitting in court file number 500-06-000612-123.
Respondents:	the Respondents Diamond Pet Foods Inc., Schell & Kampeter, Inc., Costco Wholesale Corporation, Costco Wholesale Canada Ltd. and Tractor Supply Company.
Respondents' Counsel:	Clyde & Co. Canada LLP.
Reviewed Claims:	Claims submitted to the Claims Administrator which the Respondents wish to review in accordance with paragraph 30.
Settlement:	the transaction reflected in the Agreement.
Settlement Fund:	the settlement fund of \$460,000 provided for in paragraph 8.
Sub Class I:	the sub-class of Class Members defined in paragraph 13.
Sub Class I Fund:	the portion of the Settlement Fund available to pay Eligible Claims by Sub Class I Members as defined in paragraph 14.
Sub Class I Members:	the Class Members who fall into Sub Class I.
Sub Class II:	the sub-class of Class Members defined in paragraph 16.
Sub Class II Fund:	the portion of the Settlement Fund available to pay Eligible Claims by Sub Class II Members as defined in paragraph 16.
Sub Class II Members:	the Class Members who fall into in Sub Class II.
Sub Class II Reversion Limit:	the maximum amount of \$100,000 which shall revert to and be reimbursed to the Respondents from any unclaimed balance in the Sub Class II Fund in accordance with paragraph 17.
Trust Account:	the Trust Account to be established by the Claims Administrator for the purpose of holding and administering the Settlement Fund in accordance with paragraph 10 a) and e).
Website:	the website to be established by the Claims Administrator in accordance with paragraph 10 c), namely <a href="http://www.petfoodclaim.ca">www.petfoodclaim.ca</a>

## **APPENDIX II**

### Pre-Approval Notice

# **DIAMOND PET FOODS CLASS ACTION NOTICE OF SETTLEMENT AND APPROVAL HEARING**

**PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS**

### **WHO IS INCLUDED?**

This notice applies to all residents in Canada who purchased and/or whose pets consumed Pet Food Products ("**the Products**") that were placed by Diamond Pet Foods and Costco Wholesale into the stream of commerce in 2011 and 2012 and were subsequently recalled on April 6, April 26, April 30, and May 4/5 of 2012. You can see a complete list of the Products at [www.petfoodclaim.ca](http://www.petfoodclaim.ca), or if you have questions you can call Class Counsel at the number given below.

### **WHAT IS THIS CASE ABOUT?**

Class proceeding lawsuits were initiated in Quebec and Ontario in relation to the above Products. These lawsuits alleged that the Products were contaminated with Salmonella, which if ingested by an animal can cause serious illness or even death in the most severe cases. The Defendants admit that they carried out a Voluntary Recall, but deny that the Products in fact caused the illness or death of any animal in Canada. The Court did not decide which side was right. Instead, the parties have decided to settle.

### **WHAT DOES THIS SETTLEMENT PROVIDE?**

If you purchased one or more of the Products and did not: i) return the Product(s) to the dealer or otherwise exchange the Products and/or ii) sign a release in favour of the Defendants, you may be entitled to benefits under the Settlement Agreement.

A total settlement fund limited to a maximum of CDN \$460,000 is intended to pay claims to eligible Class Members, the costs of the settlement notice, attorneys' fees in the amount of \$150,000 plus applicable taxes, an award to the representative Plaintiffs of \$1,500 each, and the costs of settlement administration. Full details about the Settlement are on the website [www.petfoodclaim.ca](http://www.petfoodclaim.ca).

### **WHAT TYPE OF COMPENSATION CAN YOU RECEIVE?**

Qualifying Class Members are divided into 2 groups, depending on whether or not their pet(s) got sick or died as a result of consuming the Product(s).

#### *SUB-CLASS I*

- Defendants will create a settlement fund limited to a total maximum of 35% of the net balance of the total settlement fund to pay claims from Sub-Class I. The Class Member, on submitting an eligible claim, shall receive one of the following:

1. reimbursement for bags of Product actually purchased, up to a maximum equal to the retail value of 2 bags of Product per pet; OR, if the Sub-Class II Fund is insufficient to pay all eligible claims,
2. a pro rata share of the Sub-Class II Fund.

### *SUB-CLASS II*

- Defendants will create a settlement fund limited to a total maximum of 65% of the net balance of the total settlement fund to pay claims from Sub-Class II. The Class Member, on submitting an eligible claim, shall receive one of the following:
  1. reimbursement for bags of Product actually purchased, up to a maximum equal to the retail value of 2 bags of Product per pet, plus full reimbursement of the actual cost of veterinarian testing, care, and/or treatment of the pets in question, including the cost of medication, plus (but only where the pet died as a result of ingesting the Product) the fair market value of the pet; OR, if the Sub-Class II Fund is insufficient to pay all eligible claims
  2. a pro rata share of the Sub-Class II Fund.

Payments of benefits to Class members resident in Quebec are subject by law to a deduction to be paid to the *Fonds d'aide aux recours collectifs*.

### **HOW DO YOU ASK FOR A PAYMENT?**

To receive money, eligible Class Members must submit a claim form and supporting documentation/information (if applicable) through the Settlement Website, by email, or by mail sent no later than **120 days** after the Court has approved the Settlement Agreement. The Claim Form is available on the Settlement Website at [www.petfoodclaim.ca](http://www.petfoodclaim.ca)

There will be no further notice in the newspapers of this Settlement Agreement. Should the Settlement Agreement receive final approval, further notice will be mailed or e-mailed to known Class Members and published on the Settlement Website (in English and French).

### **WHAT ARE YOUR OPTIONS?**

If you are a Class Member, you may (1) do nothing; (2) exclude yourself; (3) send in a Claim Form; and/or (4) object to the settlement. If you don't want to be bound by the settlement, you must exclude yourself. However, if you exclude yourself, you can't get a payment, but you can sue the Defendants for these claims. If you stay in the Class, you may submit a Claim Form and/or object to the settlement.

### **WHAT ARE THE IMPORTANT DATES AND DEADLINES?**

A motion to approve the Settlement will be heard by the Superior Court of Quebec, 1 Notre Dame Street East, Montréal, Quebec on **XXX , 2015 at 9:30 A.M. in room 15.07**.

If the proposed Settlement is approved, it will be binding on all Class Members except those who opt out before the deadline.

If you wish to opt out, you must no later than **60 days** from the date the Court has approved the Settlement Agreement: i) complete and submit by mail the Opt Out Form; ii) the Opt Out Form is

available on the Settlement Website at [www.petfoodclaim.ca](http://www.petfoodclaim.ca). Class Members who want to opt out and who are residents of Quebec must IN ADDITION give written notice to the Clerk of the Superior Court of Quebec.

If you wish to object to the proposed settlement, you must send a written notice of objection to Class Counsel by no later than **XXX, 2015**. Your written objection should include: (a) your name, address, e-mail address and telephone number; (b) a brief statement of the reasons for your objection; and (c) whether you plan to attend at the hearing in person or through a lawyer, and if by lawyer, the name, address, e-mail address and telephone number of the lawyer. **Class Members who do not oppose the proposed settlement need not appear at the settlement approval hearing or take any other action at this time.**

#### **WHEN SHOULD I MAKE A CLAIM?**

You may begin making a claim right away. However, no payments will be made until the Court has approved the Settlement Agreement.

#### **WHEN DO I GET PAID?**

Cheques will only begin to be mailed to eligible Class Members for Compensation at the earliest starting on **XXX, 2015**, assuming that the Settlement is approved and that such judgment has become final.

#### **HOW CAN YOU GET MORE INFORMATION?**

A complete copy of the Settlement Agreement and detailed information on how to obtain or file a Claim are available on the Settlement Website at [www.petfoodclaim.ca](http://www.petfoodclaim.ca). To obtain a paper copy or for any other information, please communicate with Class Counsel at the phone numbers below.

#### **WHO REPRESENTS ME?**

The Class Counsel, or law firm representing the petitioner, is the following:

Jeff Orenstein  
**Consumer Law Group Inc.**  
1030 Berri St., Suite 102  
Montreal, Quebec, H2L 4C3  
Telephone: 1-888-909-7863  
514-266-7863 | 416-479-4493 | 613- 627-4894  
Email: [jorenstein@clg.org](mailto:jorenstein@clg.org)  
Website: [www.clg.org](http://www.clg.org)

If there is a conflict between the provisions of this Notice and the Settlement Agreement and any of its Schedules, the terms of the Settlement Agreement shall prevail.

This notice has been approved by the Superior Court of Quebec.

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## APPENDIX III

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CNW News Releases

### NOTICE OF SETTLEMENT WITH DIAMOND PET FOODS

READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS.

**THIS NOTICE IS ADDRESSED TO ALL CANADIAN RESIDENTS WHO PURCHASED ONE OR MORE OF THE FOLLOWING PET FOOD PRODUCTS FROM COSTCO BEFORE SEPTEMBER 12, 2014:**

- Apex Chicken and Rice Dog (20-lb and 40-lb bags; Production code ACD0101B32; Best By January 24, 2013);
- Canidae Dog Dry Dog Food, All Life Stages (All packages sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Canidae Dog Dry Dog Food, Chicken Meal & Rice (All package sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Canidae Dog Dry Dog Food, Lamb Meal & Rice (All packages sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Canidae Dog Dry Dog Food, Canidae Platinum (All packages sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Chicken Soup for the Pet Lover's Soul (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Country Value (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Diamond (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Diamond Naturals (All package sizes and formulas; Best Before dates between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Diamond Naturals Small Breed Adult Dog Lamb & Rice Formula (Samples, 6-lb bags, 18-lb bags; Production Code DSL0801; Best Before 20-Oct-2012, 26-Aug-2012, 27-Sept-2012 and 18-Oct-2012);
- Kirkland Signature Super Premium Adult Dog Lamb, Rice & Vegetable Formula (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Super Premium Adult Dog Chicken, Rice & Vegetable Formula (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Super Premium Mature Dog Chicken, Rice & Egg Formula (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Super Premium Healthy Weight Dog Formulated with Chicken & Vegetables (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Nature's Domain Salmon Meal & Sweet Potato Formula for Dogs (December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Natural Balance Sweet Potato & Venison Dog (5 lb bag; Best By December 12, 2012; December 13, 2012; March 13, 2013);

- Natural Balance Sweet Potato & Venison Dog (15 lb bag; Best By December 12, 2012; December 13, 2012; December 14, 2012; March 5, 2013; March 6, 2013);
- Natural Balance Sweet Potato & Venison Dog (28lb bag; Best By December 12, 2012; December 13, 2012; December 14, 2012; March 5, 2013; March 6, 2013; March 7, 2013; March 8, 2013; March 12, 2013);
- Natural Balance Lamb Meal & Brown Rice Dog (5 lb, 15 lb, and 28lb bags; Best By December 10, 2012; December 21, 2012; December 22, 2012);
- Natural Balance Sweet Potato & Bison Dog (5 lb bag; Best By December 17, 2012; December 18, 2012; December 28, 2012; December 29, 2012);
- Natural Balance Sweet Potato & Bison Dog (15 lb and 28 lb bags; Best By December 9, 2012; December 17, 2012; December 18, 2012; December 28, 2012; December 29, 2012);
- Natural Balance Vegetarian Dog (5lb bag; Best by December 9, 2012);
- Natural Balance Lamb Meal & Brown Rice Dog Large Breed Bites (28 lb bag; Best By December 12, 2012; December 20, 2012; December 21, 2012);
- Natural Balance Lamb Meal & Brown Rice Dog Small Breed Bites (5 lb and 12.5 lb bags; Best By December 21, 2012);
- Premium Edge (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Professional (All package sizes and formulas; Best Before dates between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- 4Health (All package sizes and formulas; Best before dates between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Solid Gold WolfKing Large Breed Adult Dog Food (All sizes; Best Before December 30, 2012);
- Solid Gold WolfCub Large Breed Puppy Food (All sizes; Best Before December 30, 2012);
- Taste of the Wild (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Wellness Complete Health Super5Mix Large Breed Puppy (15 lb and 30 lb bags and 5 oz. sample bags; Best Before January 9 2013 and January 11, 2013);

**IF YOU DID PURCHASE ONE OR MORE OF THESE PRODUCTS AT COSTCO, YOU MAY BE ELIGIBLE FOR COMPENSATION UNDER A SETTLEMENT AGREEMENT APPROVED BY THE QUEBEC SUPERIOR COURT ON \_\_\_\_\_.**

## **WHAT IS THIS ABOUT?**

Class proceeding lawsuits were initiated in Quebec and Ontario in relation to the above Products. These lawsuits alleged that the Products were contaminated with Salmonella, which if ingested by an animal can cause serious illness or even death in the most severe cases. The Defendants admit that they carried out a Voluntary Recall, but deny that the Products in fact caused the illness or death of any animal in Canada. The Court did not decide which side was right. Instead, the parties decided to settle, and the settlement was approved by the Court on \_\_\_\_\_.

## **WHAT DOES THIS SETTLEMENT PROVIDE?**

If you purchased one or more of the Products and did not: i) return the Product(s) to Costco or otherwise exchange the Products and/or ii) sign a release in favour of the Defendants, you may be entitled to benefits under the Settlement Agreement.

A total settlement fund limited to a maximum of CDN \$460,000 is intended to pay claims to eligible Class Members, the costs of the settlement notice, attorneys' fees in the amount of \$150,000 plus applicable taxes, an award to the representative

Plaintiffs of \$1,500 each, and the costs of settlement administration. Full details about the Settlement are on the website [www.diamondpetfoodssettlement.ca](http://www.diamondpetfoodssettlement.ca).

## **WHAT TYPE OF COMPENSATION CAN YOU RECEIVE?**

Qualifying Class Members are divided into 2 groups, depending on whether or not their pet(s) got sick or died as a result of consuming the Product(s).

### *SUB-CLASS I*

- Defendants will create a settlement fund limited to a total maximum of 35% of the net balance of the total settlement fund to pay claims from Sub-Class I. The Class Member in submitting an eligible claim shall receive one of the following:
  1. payment up to a maximum equal to the retail value of 2 bags of the Product per pet; OR,
  2. a pro rata share of the net proceeds of the settlement fund available to Sub-Class I Members, if the total amount claimed by eligible Sub-Class I Members exceeds the funds available.

### *SUB-CLASS II*

- Defendants will create a settlement fund limited to a total maximum of 65% of the net balance of the total settlement fund to pay claims from Sub-Class II. The Class Member in submitting an eligible claim shall receive one of the following:
  1. the purchase price of the Product(s), up to a maximum equal to the retail value of 2 bags of Product per pet, plus full reimbursement of the actual cost of veterinarian testing, care, and/or treatment of the pets in question, including the cost of medication, plus (but only where the pet died as a result of ingesting the Product) the fair market value of the pet; OR
  2. a pro rata share of the net proceeds of the settlement fund available to Sub-Class II Members, if the total amount claimed by eligible Sub-Class II Members exceeds the funds available.

Payments of benefits to Class members resident in Quebec are subject by law to a deduction to be paid to the *Fonds d'aide aux recours collectifs*.

## **HOW DO YOU ASK FOR A PAYMENT?**

To receive money, eligible Class Members must submit a claim form and supporting documentation/information (if applicable) through the Settlement Website, by email, or by mail sent no later than \_\_\_\_\_. The Claim Form is available on the Settlement Website at [www.diamondpetfoodssettlement.ca](http://www.diamondpetfoodssettlement.ca).

There will be no further notice of this Settlement Agreement.

## **WHAT ARE YOUR OPTIONS?**

If you are a Class Member, you may (1) do nothing; (2) exclude yourself; or (3) send in a Claim Form. If you don't want to be bound by the Settlement, you must exclude

yourself. However, if you exclude yourself, you can't get a payment, but you can sue the Defendants for these claims. If you stay in the Class, you may submit a Claim Form and/or object to the settlement.

### **WHAT ARE THE IMPORTANT DATES AND DEADLINES?**

Now that the Settlement has been approved by the Court, it will be binding on all Class Members except those who opt out before the deadline.

If you wish to opt out, you must no later than \_\_\_\_\_: i) complete and submit by mail the Opt Out Form; ii) the Opt Out Form is available on the Settlement Website at [www.diamondpetfoodssettlement.ca](http://www.diamondpetfoodssettlement.ca). Class Members who want to opt out and who are residents of Quebec must IN ADDITION give written notice to the Clerk of the Superior Court of Quebec.

### **WHEN SHOULD YOU MAKE A CLAIM?**

You may begin making a claim right away.

### **WHEN DO YOU GET PAID?**

Cheques will only begin to be mailed to eligible Class Members for Compensation at the earliest starting on **XXX, 2015**.

### **HOW CAN YOU GET MORE INFORMATION?**

A complete copy of the Settlement Agreement and detailed information on how to obtain or file a Claim are available on the Settlement Website at [www.diamondpetfoodssettlement.ca](http://www.diamondpetfoodssettlement.ca). To obtain a paper copy or for any other information, please communicate with Class Counsel at the phone numbers below.

### **WHO REPRESENTS YOU?**

The Class Counsel, or law firm representing the petitioner, is the following:

Jeff Orenstein  
**Consumer Law Group Inc.**  
1030 Berri St., Suite 102  
Montreal, Quebec, H2L 4C3  
Telephone: 1-888-909-7863  
514-266-7863 | 416-479-4493 | 613- 627-4894  
Email: [jorenstein@clg.org](mailto:jorenstein@clg.org)  
Website: [www.clg.org](http://www.clg.org)

If there is a conflict between the provisions of this Notice and the Settlement Agreement and any of its Appendices, the terms of the Settlement Agreement shall prevail.

This notice has been approved by the Superior Court of Quebec.

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## APPENDIX IV

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### COSTCO E-MAIL

#### RE: COURT APPROVAL OF CLASS ACTION SETTLEMENT

**DEAR COSTCO CUSTOMER: PLEASE READ THIS E-MAIL CAREFULLY AS IT MAY AFFECT YOUR RIGHTS.**

**OUR RECORDS SHOW THAT YOU PURCHASED ONE OR MORE OF THE FOLLOWING PET FOOD PRODUCTS FROM COSTCO BEFORE SEPTEMBER 12, 2014:**

- Apex Chicken and Rice Dog (20-lb and 40-lb bags; Production code ACD0101B32; Best By January 24, 2013);
- Canidae Dog Dry Dog Food, All Life Stages (All packages sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Canidae Dog Dry Dog Food, Chicken Meal & Rice (All package sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Canidae Dog Dry Dog Food, Lamb Meal & Rice (All packages sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Canidae Dog Dry Dog Food, Canidae Platinum (All packages sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Chicken Soup for the Pet Lover's Soul (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Country Value (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Diamond (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Diamond Naturals (All package sizes and formulas; Best Before dates between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Diamond Naturals Small Breed Adult Dog Lamb & Rice Formula (Samples, 6-lb bags, 18-lb bags; Production Code DSL0801; Best Before 20-Oct-2012, 26-Aug-2012, 27-Sept-2012 and 18-Oct-2012);
- Kirkland Signature Super Premium Adult Dog Lamb, Rice & Vegetable Formula (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Super Premium Adult Dog Chicken, Rice & Vegetable Formula (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Super Premium Mature Dog Chicken, Rice & Egg Formula (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Super Premium Healthy Weight Dog Formulated with Chicken & Vegetables (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Nature's Domain Salmon Meal & Sweet Potato Formula for Dogs (December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Natural Balance Sweet Potato & Venison Dog (5 lb bag; Best By December 12, 2012; December 13, 2012; March 13, 2013);
- Natural Balance Sweet Potato & Venison Dog (15 lb bag; Best By December 12, 2012; December 13, 2012; December 14, 2012; March 5, 2013; March 6, 2013);
- Natural Balance Sweet Potato & Venison Dog (28lb bag; Best By December 12, 2012; December 13, 2012; December 14, 2012; March 5, 2013; March 6, 2013; March 7, 2013; March 8, 2013; March 12, 2013);

- Natural Balance Lamb Meal & Brown Rice Dog (5 lb, 15 lb, and 28lb bags; Best By December 10, 2012; December 21, 2012; December 22, 2012);
- Natural Balance Sweet Potato & Bison Dog (5 lb bag; Best By December 17, 2012; December 18, 2012; December 28, 2012; December 29, 2012);
- Natural Balance Sweet Potato & Bison Dog (15 lb and 28 lb bags; Best By December 9, 2012; December 17, 2012; December 18, 2012; December 28, 2012; December 29, 2012);
- Natural Balance Vegetarian Dog (5lb bag; Best by December 9, 2012);
- Natural Balance Lamb Meal & Brown Rice Dog Large Breed Bites (28 lb bag; Best By December 12, 2012; December 20, 2012; December 21, 2012);
- Natural Balance Lamb Meal & Brown Rice Dog Small Breed Bites (5 lb and 12.5 lb bags; Best By December 21, 2012);
- Premium Edge (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Professional (All package sizes and formulas; Best Before dates between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- 4Health (All package sizes and formulas; Best before dates between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Solid Gold WolfKing Large Breed Adult Dog Food (All sizes; Best Before December 30, 2012);
- Solid Gold WolfCub Large Breed Puppy Food (All sizes; Best Before December 30, 2012);
- Taste of the Wild (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Wellness Complete Health Super5Mix Large Breed Puppy (15 lb and 30 lb bags and 5 oz. sample bags; Best Before January 9 2013 and January 11, 2013);

**IF YOU DID PURCHASE ONE OR MORE OF THESE PRODUCTS AT COSTCO, YOU MAY BE ELIGIBLE FOR COMPENSATION UNDER A SETTLEMENT AGREEMENT APPROVED BY THE QUEBEC SUPERIOR COURT ON \_\_\_\_\_.**

### **WHAT IS THIS ABOUT?**

Class proceeding lawsuits were initiated in Quebec and Ontario in relation to the above Products. These lawsuits alleged that the Products were contaminated with Salmonella, which if ingested by an animal can cause serious illness or even death in the most severe cases. The Defendants admit that they carried out a Voluntary Recall, but deny that the Products in fact caused the illness or death of any animal in Canada. The Court did not decide which side was right. Instead, the parties decided to settle, and the settlement was approved by the Court on \_\_\_\_\_.

### **WHAT DOES THIS SETTLEMENT PROVIDE?**

If you purchased one or more of the Products and did not: i) return the Product(s) to Costco or otherwise exchange the Products and/or ii) sign a release in favour of the Defendants, you may be entitled to benefits under the Settlement Agreement.

A total settlement fund limited to a maximum of CDN \$460,000 is intended to pay claims to eligible Class Members, the costs of the settlement notice, attorneys' fees in the amount of \$150,000 plus applicable taxes, an award to the representative Plaintiffs of \$1,500 each, and the costs of settlement administration. Full details about the Settlement are on the website [www.diamondpetfoodsettlemnt.ca](http://www.diamondpetfoodsettlemnt.ca).

### **WHAT TYPE OF COMPENSATION CAN YOU RECEIVE?**

Qualifying Class Members are divided into 2 groups, depending on whether or not their pet(s) got sick or died as a result of consuming the Product(s).

### *SUB-CLASS I*

- Defendants will create a settlement fund limited to a total maximum of 35% of the net balance of the total settlement fund to pay claims from Sub-Class I. The Class Member in submitting an eligible claim shall receive one of the following:
  1. payment up to a maximum equal to the retail value of 2 bags of the Product per pet; OR,
  2. a pro rata share of the net proceeds of the settlement fund available to Sub-Class I Members, if the total amount claimed by eligible Sub-Class I Members exceeds the funds available.

### *SUB-CLASS II*

- Defendants will create a settlement fund limited to a total maximum of 65% of the net balance of the total settlement fund to pay claims from Sub-Class II. The Class Member in submitting an eligible claim shall receive one of the following:
  1. the purchase price of the Product(s), up to a maximum equal to the retail value of 2 bags of Product per pet, plus full reimbursement of the actual cost of veterinarian testing, care, and/or treatment of the pets in question, including the cost of medication, plus (but only where the pet died as a result of ingesting the Product) the fair market value of the pet; OR
  2. a pro rata share of the net proceeds of the settlement fund available to Sub-Class II Members, if the total amount claimed by eligible Sub-Class II Members exceeds the funds available.

Payments of benefits to Class members resident in Quebec are subject by law to a deduction to be paid to the *Fonds d'aide aux recours collectifs*.

### **HOW DO YOU ASK FOR A PAYMENT?**

To receive money, eligible Class Members must submit a claim form and supporting documentation/information (if applicable) through the Settlement Website, by email, or by mail sent no later than \_\_\_\_\_. The Claim Form is available on the Settlement Website at [www.diamondpetfoodsettlement.ca](http://www.diamondpetfoodsettlement.ca).

There will be no further notice of this Settlement Agreement.

### **WHAT ARE YOUR OPTIONS?**

If you are a Class Member, you may (1) do nothing; (2) exclude yourself; or (3) send in a Claim Form. If you don't want to be bound by the Settlement, you must exclude yourself. However, if you exclude yourself, you can't get a payment, but you can sue the Defendants for these claims. If you stay in the Class, you may submit a Claim Form and/or object to the settlement.

### **WHAT ARE THE IMPORTANT DATES AND DEADLINES?**

Now that the Settlement has been approved by the Court, it will be binding on all Class Members except those who opt out before the deadline.

If you wish to opt out, you must no later than \_\_\_\_\_: i) complete and submit by mail the Opt Out Form; ii) the Opt Out Form is available on the Settlement Website at [www.diamondpetfoodsettlement.ca](http://www.diamondpetfoodsettlement.ca). Class Members who want to opt out and who are residents of Quebec must IN ADDITION give written notice to the Clerk of

the Superior Court of Quebec.

**WHEN SHOULD YOU MAKE A CLAIM?**

You may begin making a claim right away.

**WHEN DO YOU GET PAID?**

Cheques will only begin to be mailed to eligible Class Members for Compensation at the earliest starting on **XXX, 2015**.

**HOW CAN YOU GET MORE INFORMATION?**

A complete copy of the Settlement Agreement and detailed information on how to obtain or file a Claim are available on the Settlement Website at [www.diamondpetfoodsettlemnt.ca](http://www.diamondpetfoodsettlemnt.ca). To obtain a paper copy or for any other information, please communicate with Class Counsel at the phone numbers below.

**WHO REPRESENTS YOU?**

The Class Counsel, or law firm representing the petitioner, is the following:

Jeff Orenstein  
**Consumer Law Group Inc.**  
1030 Berri St., Suite 102  
Montreal, Quebec, H2L 4C3  
Telephone: 1-888-909-7863  
514-266-7863 | 416-479-4493 | 613- 627-4894  
Email: [jorenstein@clg.org](mailto:jorenstein@clg.org)  
Website: [www.clg.org](http://www.clg.org)

If there is a conflict between the provisions of this Notice and the Settlement Agreement and any of its Appendices, the terms of the Settlement Agreement shall prevail.

This notice has been approved by the Superior Court of Quebec.

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## APPENDIX V

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### COSTCO LETTER

#### RE: COURT APPROVAL OF CLASS ACTION SETTLEMENT

**DEAR COSTCO CUSTOMER: PLEASE READ THIS LETTER CAREFULLY AS IT MAY AFFECT YOUR RIGHTS.**

**OUR RECORDS SHOW THAT YOU PURCHASED ONE OR MORE OF THE FOLLOWING PET FOOD PRODUCTS FROM COSTCO BEFORE SEPTEMBER 12, 2014:**

- Apex Chicken and Rice Dog (20-lb and 40-lb bags; Production code ACD0101B32; Best By January 24, 2013);
- Canidae Dog Dry Dog Food, All Life Stages (All packages sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Canidae Dog Dry Dog Food, Chicken Meal & Rice (All package sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Canidae Dog Dry Dog Food, Lamb Meal & Rice (All packages sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Canidae Dog Dry Dog Food, Canidae Platinum (All packages sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Chicken Soup for the Pet Lover's Soul (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Country Value (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Diamond (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Diamond Naturals (All package sizes and formulas; Best Before dates between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Diamond Naturals Small Breed Adult Dog Lamb & Rice Formula (Samples, 6-lb bags, 18-lb bags; Production Code DSL0801; Best Before 20-Oct-2012, 26-Aug-2012, 27-Sept-2012 and 18-Oct-2012);
- Kirkland Signature Super Premium Adult Dog Lamb, Rice & Vegetable Formula (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Super Premium Adult Dog Chicken, Rice & Vegetable Formula (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Super Premium Mature Dog Chicken, Rice & Egg Formula (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Super Premium Healthy Weight Dog Formulated with Chicken & Vegetables (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Nature's Domain Salmon Meal & Sweet Potato Formula for Dogs (December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Natural Balance Sweet Potato & Venison Dog (5 lb bag; Best By December 12, 2012; December 13, 2012; March 13, 2013);

- Natural Balance Sweet Potato & Venison Dog (15 lb bag; Best By December 12, 2012; December 13, 2012; December 14, 2012; March 5, 2013; March 6, 2013);
- Natural Balance Sweet Potato & Venison Dog (28lb bag; Best By December 12, 2012; December 13, 2012; December 14, 2012; March 5, 2013; March 6, 2013; March 7, 2013; March 8, 2013; March 12, 2013);
- Natural Balance Lamb Meal & Brown Rice Dog (5 lb, 15 lb, and 28lb bags; Best By December 10, 2012; December 21, 2012; December 22, 2012);
- Natural Balance Sweet Potato & Bison Dog (5 lb bag; Best By December 17, 2012; December 18, 2012; December 28, 2012; December 29, 2012);
- Natural Balance Sweet Potato & Bison Dog (15 lb and 28 lb bags; Best By December 9, 2012; December 17, 2012; December 18, 2012; December 28, 2012; December 29, 2012);
- Natural Balance Vegetarian Dog (5lb bag; Best by December 9, 2012);
- Natural Balance Lamb Meal & Brown Rice Dog Large Breed Bites (28 lb bag; Best By December 12, 2012; December 20, 2012; December 21, 2012);
- Natural Balance Lamb Meal & Brown Rice Dog Small Breed Bites (5 lb and 12.5 lb bags; Best By December 21, 2012);
- Premium Edge (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Professional (All package sizes and formulas; Best Before dates between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- 4Health (All package sizes and formulas; Best before dates between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Solid Gold WolfKing Large Breed Adult Dog Food (All sizes; Best Before December 30, 2012);
- Solid Gold WolfCub Large Breed Puppy Food (All sizes; Best Before December 30, 2012);
- Taste of the Wild (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Wellness Complete Health Super5Mix Large Breed Puppy (15 lb and 30 lb bags and 5 oz. sample bags; Best Before January 9 2013 and January 11, 2013);

**IF YOU DID PURCHASE ONE OR MORE OF THESE PRODUCTS AT COSTCO, YOU MAY BE ELIGIBLE FOR COMPENSATION UNDER A SETTLEMENT AGREEMENT APPROVED BY THE QUEBEC SUPERIOR COURT ON \_\_\_\_\_.**

## **WHAT IS THIS ABOUT?**

Class proceeding lawsuits were initiated in Quebec and Ontario in relation to the above Products. These lawsuits alleged that the Products were contaminated with Salmonella, which if ingested by an animal can cause serious illness or even death in the most severe cases. The Defendants admit that they carried out a Voluntary Recall, but deny that the Products in fact caused the illness or death of any animal in Canada. The Court did not decide which side was right. Instead, the parties decided to settle, and the settlement was approved by the Court on \_\_\_\_\_.

## **WHAT DOES THIS SETTLEMENT PROVIDE?**

If you purchased one or more of the Products and did not: i) return the Product(s) to Costco or otherwise exchange the Products and/or ii) sign a release in favour of the Defendants, you may be entitled to benefits under the Settlement Agreement.

A total settlement fund limited to a maximum of CDN \$460,000 is intended to pay claims to eligible Class Members, the costs of the settlement notice, attorneys' fees in the amount of \$150,000 plus applicable taxes, an award to the representative

Plaintiffs of \$1,500 each, and the costs of settlement administration. Full details about the Settlement are on the website [www.diamondpetfoodssettlement.ca](http://www.diamondpetfoodssettlement.ca).

## **WHAT TYPE OF COMPENSATION CAN YOU RECEIVE?**

Qualifying Class Members are divided into 2 groups, depending on whether or not their pet(s) got sick or died as a result of consuming the Product(s).

### *SUB-CLASS I*

- Defendants will create a settlement fund limited to a total maximum of 35% of the net balance of the total settlement fund to pay claims from Sub-Class I. The Class Member in submitting an eligible claim shall receive one of the following:
  1. payment up to a maximum equal to the retail value of 2 bags of the Product per pet; OR,
  2. a pro rata share of the net proceeds of the settlement fund available to Sub-Class I Members, if the total amount claimed by eligible Sub-Class I Members exceeds the funds available.

### *SUB-CLASS II*

- Defendants will create a settlement fund limited to a total maximum of 65% of the net balance of the total settlement fund to pay claims from Sub-Class II. The Class Member in submitting an eligible claim shall receive one of the following:
  1. the purchase price of the Product(s), up to a maximum equal to the retail value of 2 bags of Product per pet, plus full reimbursement of the actual cost of veterinarian testing, care, and/or treatment of the pets in question, including the cost of medication, plus (but only where the pet died as a result of ingesting the Product) the fair market value of the pet; OR
  2. a pro rata share of the net proceeds of the settlement fund available to Sub-Class II Members, if the total amount claimed by eligible Sub-Class II Members exceeds the funds available.

Payments of benefits to Class members resident in Quebec are subject by law to a deduction to be paid to the *Fonds d'aide aux recours collectifs*.

## **HOW DO YOU ASK FOR A PAYMENT?**

To receive money, eligible Class Members must submit a claim form and supporting documentation/information (if applicable) through the Settlement Website, by email, or by mail sent no later than \_\_\_\_\_. The Claim Form is available on the Settlement Website at [www.diamondpetfoodssettlement.ca](http://www.diamondpetfoodssettlement.ca).

There will be no further notice of this Settlement Agreement.

## **WHAT ARE YOUR OPTIONS?**

If you are a Class Member, you may (1) do nothing; (2) exclude yourself; or (3) send in a Claim Form. If you don't want to be bound by the Settlement, you must exclude

yourself. However, if you exclude yourself, you can't get a payment, but you can sue the Defendants for these claims. If you stay in the Class, you may submit a Claim Form and/or object to the settlement.

### **WHAT ARE THE IMPORTANT DATES AND DEADLINES?**

Now that the Settlement has been approved by the Court, it will be binding on all Class Members except those who opt out before the deadline.

If you wish to opt out, you must no later than \_\_\_\_\_: i) complete and submit by mail the Opt Out Form; ii) the Opt Out Form is available on the Settlement Website at [www.diamondpetfoodssettlement.ca](http://www.diamondpetfoodssettlement.ca). Class Members who want to opt out and who are residents of Quebec must IN ADDITION give written notice to the Clerk of the Superior Court of Quebec.

### **WHEN SHOULD YOU MAKE A CLAIM?**

You may begin making a claim right away.

### **WHEN DO YOU GET PAID?**

Cheques will only begin to be mailed to eligible Class Members for Compensation at the earliest starting on **XXX, 2015**.

### **HOW CAN YOU GET MORE INFORMATION?**

A complete copy of the Settlement Agreement and detailed information on how to obtain or file a Claim are available on the Settlement Website at [www.diamondpetfoodssettlement.ca](http://www.diamondpetfoodssettlement.ca). To obtain a paper copy or for any other information, please communicate with Class Counsel at the phone numbers below.

### **WHO REPRESENTS YOU?**

The Class Counsel, or law firm representing the petitioner, is the following:

Jeff Orenstein  
**Consumer Law Group Inc.**  
1030 Berri St., Suite 102  
Montreal, Quebec, H2L 4C3  
Telephone: 1-888-909-7863  
514-266-7863 | 416-479-4493 | 613- 627-4894  
Email: [jorenstein@clg.org](mailto:jorenstein@clg.org)  
Website: [www.clg.org](http://www.clg.org)

If there is a conflict between the provisions of this Notice and the Settlement Agreement and any of its Appendices, the terms of the Settlement Agreement shall prevail.

This notice has been approved by the Superior Court of Quebec.

## APPENDIX VI

### Claim Form

All forms must be completed and submitted through the Settlement Website, by email or by regular mail to the Claims Administrator no later than X:

[Claims Administrator Address]

You may be eligible to recover either a monetary or non-monetary benefit for purchasing a Recalled Pet Food Product(s). The benefit you are eligible for depends on the Sub-Class or Sub-Classes you belong to. Please read below for a description of the Sub-Class and complete the information requested in this Claim Form. Any benefits available to you are described in greater detail in the Full Notice available at [www.DiamondPetFoodsSettlement.ca](http://www.DiamondPetFoodsSettlement.ca). Qualifying Class Members are divided into 2 groups, depending on whether or not their pet(s) got sick or died as a result of consuming the Product(s). A total Settlement Fund of \$430,000 will be created.

#### *SUB-CLASS I*

- Defendants will create a settlement fund limited to a total maximum of 35% of the net balance of the total settlement fund to pay claims from Sub-Class I. The Class Member in submitting an eligible claim shall receive one of the following:
  1. payment up to a maximum equal to the retail value of 2 bags of the Product per pet; OR,
  2. a pro rata share of the net proceeds of the settlement fund available to Sub-Class I Members, if the total amount claimed by eligible Sub-Class I Members exceeds the funds available.

#### *SUB-CLASS II*

- Defendants will create a settlement fund limited to a total maximum of 65% of the net balance of the total settlement fund to pay claims from Sub-Class II. The Class Member in submitting an eligible claim shall receive one of the following:
  1. the purchase price of the Product(s), up to a maximum equal to the retail value of 2 bags of Product per pet, plus full reimbursement of the actual cost of veterinarian testing, care, and/or treatment of the pets in question, including the cost of medication, plus (but only where the pet died as a result of ingesting the Product) the fair market value of the pet; OR
  2. a pro rata share of the net proceeds of the settlement fund available to Sub-Class II Members, if the total amount claimed by eligible Sub-Class II Members exceeds the funds available.

Payments of benefits to Class members resident in Quebec are subject by law to a deduction to be paid to the *Fonds d'aide aux recours collectifs*.

The following is a list of eligible Recalled Pet Food products:

- Apex Chicken and Rice Dog (20-lb and 40-lb bags; Production code ACD0101B32; Best By January 24, 2013);
- Canidae Dog Dry Dog Food, All Life Stages (All packages sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Canidae Dog Dry Dog Food, Chicken Meal & Rice (All package sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Canidae Dog Dry Dog Food, Lamb Meal & Rice (All packages sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Canidae Dog Dry Dog Food, Canidae Platinum (All packages sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);
- Chicken Soup for the Pet Lover's Soul (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Country Value (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Diamond (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);

- Diamond Naturals (All package sizes and formulas; Best Before dates between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Diamond Naturals Small Breed Adult Dog Lamb & Rice Formula (Samples, 6-lb bags, 18-lb bags; Production Code DSL0801; Best Before 20-Oct-2012, 26-Aug-2012, 27-Sept-2012 and 18-Oct-2012);
- Kirkland Signature Super Premium Adult Dog Lamb, Rice & Vegetable Formula (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Super Premium Adult Dog Chicken, Rice & Vegetable Formula (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Super Premium Mature Dog Chicken, Rice & Egg Formula (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Super Premium Healthy Weight Dog Formulated with Chicken & Vegetables (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Kirkland Signature Nature's Domain Salmon Meal & Sweet Potato Formula for Dogs (December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit);
- Natural Balance Sweet Potato & Venison Dog (5 lb bag; Best By December 12, 2012; December 13, 2012; March 13, 2013);
- Natural Balance Sweet Potato & Venison Dog (15 lb bag; Best By December 12, 2012; December 13, 2012; December 14, 2012; March 5, 2013; March 6, 2013);
- Natural Balance Sweet Potato & Venison Dog (28lb bag; Best By December 12, 2012; December 13, 2012; December 14, 2012; March 5, 2013; March 6, 2013; March 7, 2013; March 8, 2013; March 12, 2013);
- Natural Balance Lamb Meal & Brown Rice Dog (5 lb, 15 lb, and 28lb bags; Best By December 10, 2012; December 21, 2012; December 22, 2012);
- Natural Balance Sweet Potato & Bison Dog (5 lb bag; Best By December 17, 2012; December 18, 2012; December 28, 2012; December 29, 2012);
- Natural Balance Sweet Potato & Bison Dog (15 lb and 28 lb bags; Best By December 9, 2012; December 17, 2012; December 18, 2012; December 28, 2012; December 29, 2012);
- Natural Balance Vegetarian Dog (5lb bag; Best by December 9, 2012);
- Natural Balance Lamb Meal & Brown Rice Dog Large Breed Bites (28 lb bag; Best By December 12, 2012; December 20, 2012; December 21, 2012);
- Natural Balance Lamb Meal & Brown Rice Dog Small Breed Bites (5 lb and 12.5 lb bags; Best By December 21, 2012);
- Premium Edge (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Professional (All package sizes and formulas; Best Before dates between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- 4Health (All package sizes and formulas; Best before dates between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Solid Gold WolfKing Large Breed Adult Dog Food (All sizes; Best Before December 30, 2012);
- Solid Gold WolfCub Large Breed Puppy Food (All sizes; Best Before December 30, 2012);
- Taste of the Wild (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit);
- Wellness Complete Health Super5Mix Large Breed Puppy (15 lb and 30 lb bags and 5 oz. sample bags; Best Before January 9 2013 and January 11, 2013);



I am providing the following documentation with regards to my purchase:

- Cancelled checks
- Copies of receipts
- Copies of credit card summaries
- No documentation other than this claim form
- Other:

I am providing the following documentation in regards to my pet's injury:

- Veterinary Bill
- Letter from Veterinarian
- Other:

I have   pets. Type:

Total Cost related to harm/damage: \$

I am also claiming a death of a pet or animal as a result of injury to animals from their consumption of a recalled product. Please provide documentation regarding the value of your pet:

- Receipt or Invoice
- Estimate from Breeder
- Letter from Breeder
- Other:

Please provide in detail the cause of death, date of death, and a licensed veterinarian's statement that connects the pet's death to the ingestion of a product subject to recall.

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**Verification**

I declare or affirm, under penalty of law, that the information in this claim form is true and correct to the best of my knowledge and that I purchased the applicable product(s) claimed above between \_\_\_\_\_ and \_\_\_\_\_. I understand that my claim form may be subject to audit, verification and Court review.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please keep a copy of your completed Claim Form and copies of any documentation you are providing for your records. Note: if the person executing this Claim Form is acting as a representative for a Settlement Class Member, a certification of current authority to act on behalf of the Settlement Class Member must be included with the Claim Form.**

Please mail your completed Claim Form to the claims administrator so that it is postmarked no later than July 11, 2014, with any proof, to:

[Address of Claim Administrator]

Or you can file a claim online at [www.DiamondPetFoodsSettlement.ca](http://www.DiamondPetFoodsSettlement.ca)

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**APPENDIX VII**

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Opt Out Form

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**DIMAOND PET FOODS CLASS ACTION SETTLEMENT  
OPT OUT FORM**

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Class Members are bound by the terms of the Settlement Agreement, unless they opt out of the class action.

If you opt out, you will not be entitled to make a claim or to receive any compensation. If you opt out, you should be aware that there are strictly enforced time limits within which you must take formal legal action to pursue your claim. By opting out, you will take full responsibility for taking all necessary legal steps to protect your claim.

If you wish to opt out, you must no later than **xxx, 2015**, complete and submit this Opt Out Form by mail to the following address: **xxxx, Montreal, Quebec;**

Class Members who want to opt out and who are residents of Quebec must IN ADDITION give notice to the Clerk of the Superior Court of Quebec at:

Clerk of the Superior Court of Quebec  
Palais de Justice  
1, Notre-Dame Street East  
Montreal (Quebec) H2Y 1B6  
Court file no. 500-06-000612-123

**THIS IS NOT A REGISTRATION FORM OR A CLAIM FORM.  
IT EXCLUDES YOU FROM MAKING A CLAIM IN THE SETTLEMENT.  
DO NOT USE THIS FORM IF YOU WANT TO RECEIVE BENEFITS UNDER THE  
SETTLEMENT.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Identification of person signing this Opt Out Form (please check): \_\_\_\_\_

I represent that I purchased the Pet Food Products and am the above identified Class Member. I am signing this Opt Out Form to EXCLUDE myself from entitlement to benefits under the Diamond Pet Foods Settlement Agreement.

**I UNDERSTAND THAT BY OPTING OUT I WILL NEVER BE ELIGIBLE TO RECEIVE ANY COMPENSATION PURSUANT TO THE DIAMOND PET FOODS CLASS ACTION SETTLEMENT AGREEMENT**

I wish to opt out of the Diamond Pet Foods Settlement Program in Canada.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Name of Class Member

\_\_\_\_\_  
Signature of Class Member

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## APPENDIX VIII

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Apex Chicken and Rice Dog (20-lb and 40-lb bags; Production code ACD0101B32; Best By January 24, 2013)

Canidae Dog Dry Dog Food, All Life Stages (All packages sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit);

Canidae Dog Dry Dog Food, Chicken Meal & Rice (All package sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit)

Canidae Dog Dry Dog Food, Lamb Meal & Rice (All packages sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit)

Canidae Dog Dry Dog Food, Canidae Platinum (All packages sizes; Best Before between December 9, 2012 through January 31, 2013; Production code must have the number "3" in the 9th digit AND the letter "X" in the 10th or 11th digit)

Chicken Soup for the Pet Lover's Soul (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit)

Country Value (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit)

Diamond (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit)

Diamond Naturals (All package sizes and formulas; Best Before dates between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit)

Diamond Naturals Small Breed Adult Dog Lamb & Rice Formula (Samples, 6-lb bags, 18-lb bags; Production Code DSL0801; Best Before 20-Oct-2012, 26-Aug-2012, 27-Sept-2012 and 18-Oct-2012)

Kirkland Signature Super Premium Adult Dog Lamb, Rice & Vegetable Formula (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit)

Kirkland Signature Super Premium Adult Dog Chicken, Rice & Vegetable Formula (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit)

Kirkland Signature Super Premium Mature Dog Chicken, Rice & Egg Formula (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit)

Kirkland Signature Super Premium Healthy Weight Dog Formulated with Chicken & Vegetables (Best Before December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit)

Kirkland Signature Nature's Domain Salmon Meal & Sweet Potato Formula for Dogs (December 9, 2012 through January 31, 2013; Production codes have a number "3" in the 10th digit and the letter "X" in the 11th digit)

Natural Balance Sweet Potato & Venison Dog (5 lb bag; Best By December 12, 2012; December 13, 2012; March 13, 2013)

Natural Balance Sweet Potato & Venison Dog (15 lb bag; Best By December 12, 2012; December 13, 2012; December 14, 2012; March 5, 2013; March 6, 2013)

Natural Balance Sweet Potato & Venison Dog (28lb bag; Best By December 12, 2012; December 13, 2012; December 14, 2012; March 5, 2013; March 6, 2013; March 7, 2013; March 8, 2013; March 12, 2013)

Natural Balance Lamb Meal & Brown Rice Dog (5 lb, 15 lb, and 28lb bags; Best By December 10, 2012; December 21, 2012; December 22, 2012)

Natural Balance Sweet Potato & Bison Dog (5 lb bag; Best By December 17, 2012; December 18, 2012; December 28, 2012; December 29, 2012)

Natural Balance Sweet Potato & Bison Dog (15 lb and 28 lb bags; Best By December 9, 2012; December 17, 2012; December 18, 2012; December 28, 2012; December 29, 2012)

Natural Balance Vegetarian Dog (5lb bag; Best by December 9, 2012)

Natural Balance Lamb Meal & Brown Rice Dog Large Breed Bites (28 lb bag; Best By December 12, 2012; December 20, 2012; December 21, 2012)

Natural Balance Lamb Meal & Brown Rice Dog Small Breed Bites (5 lb and 12.5 lb bags; Best By December 21, 2012)

Premium Edge (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit)

Professional (All package sizes and formulas; Best Before dates between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit)

4Health (All package sizes and formulas; Best before dates between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit)

Solid Gold WolfKing Large Breed Adult Dog Food (All sizes; Best Before December 30, 2012)

Solid Gold WolfCub Large Breed Puppy Food (All sizes; Best Before December 30, 2012)

Taste of the Wild (All package sizes and formulas; Best Before between December 9, 2012 and April 7, 2013; Production codes have a number "2" or "3" in the 9th digit and the letter "X" in the 10th or 11th digit)

Wellness Complete Health Super5Mix Large Breed Puppy (15 lb and 30 lb bags and 5 oz. sample bags; Best Before January 9 2013 and January 11, 2013)