

EXHIBIT “B” TO THE CANADIAN SETTLEMENT AGREEMENT IN *HARDWICK V. BLUE BUFFALO*

LONG FORM NOTICE
ONTARIO SUPERIOR COURT OF JUSTICE

There is a class action settlement related to the marketing of Blue Buffalo Pet Food Products before 2016

If you have purchased Blue Buffalo Pet Food Products, please read this notice (“Notice”) carefully.

A settlement agreement (“Settlement”) has been reached with Blue Buffalo Company, Ltd. and Blue Buffalo Pet Products, Inc. (“Defendants”) regarding allegations of misrepresentation by the Defendants prior to February 2016 regarding chicken/poultry by-product meals, corn, wheat, soy, and artificial preservatives in their ultra-premium lines of dog and cat food products (“Blue Buffalo Pet Food Products”).

The Settlement provides for automatic (i.e. no need to make a claim), fixed payments of CAD\$94.75 (“Automatic Payments”) to purchasers of Blue Buffalo Pet Food Products who registered as class members with Consumer Law Group P.C. on or before September 8, 2019 and do not “opt out” of the Settlement (“Listed Class Members”).

The Settlement also provides for charitable donations totaling CAD\$375,000 to be paid by the Defendants to registered charities promoting the welfare of dogs and cats in Canada (“Charitable Donations”).

The Settlement is described in detail in the Settlement Agreement, which can be found at www.clg.org.

Your legal rights are affected whether you act or do not act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	If the Settlement is approved by the court and you do nothing, then you will <ul style="list-style-type: none">• Receive an Automatic Payment, <u>but only if</u> you are already a Listed Class Member.• Be bound by the lawsuit and the Settlement Agreement.• Give up your right to sue the Defendants regarding Blue Buffalo Pet Food Products.
Object	Write to the Court about why you do not like the Settlement.
Attend Hearing	Ask to speak in Court about the fairness of the Settlement.
Exclude Yourself (also referred to as “opting out”)	This is the only option that preserves your right to sue the Defendants regarding Blue Buffalo Pet Food Products. Do not receive an Automatic Payment. If you opt out, you will not be allowed to object to the Settlement or speak in court about the fairness of the Settlement.

- These rights and options, and the deadlines to exercise them, are explained in this Notice.
- Note that the Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, the Automatic Payments and Charitable Donations will be made. Please be patient.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Ontario Superior Court of Justice authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who will receive those benefits, and how to get them.

The Honourable Mr. Justice C. MacLeod of the Ontario Superior Court of Justice is the Case Management Judge appointed to manage this class action. The Settlement resolves the case known as *Hardwick v. Blue Buffalo Company, Ltd. and Blue Buffalo Pet Products, Inc.* ("*Hardwick v. Blue Buffalo*"), Court File No. 16-67441.

The person who sued is called the "Plaintiff," and the companies being sued (Blue Buffalo Company, Ltd. and Blue Buffalo Pet Products, Inc.) are called the "Defendants."

2. What is the lawsuit about?

The Plaintiff alleges that the Defendants made misrepresentations prior to February 2016 regarding chicken/poultry by-product meals, corn, wheat, soy, and artificial preservatives in Blue Buffalo Pet Food Products. In his lawsuit, the Plaintiff has asserted various statutory and common law claims against the Defendants, including claims alleging breach of express and implied warranties, civil fraud, fraud of concealment, negligence, negligent misrepresentation, breach of consumer protection legislation, violation of the *Competition Act*, and unjust enrichment. The lawsuit seeks monetary damages from the Defendants. The Defendants deny the Plaintiff's allegations of wrongdoing and assert numerous defences to the Plaintiff's claims.

The Court has made no determination about the strengths or weaknesses of any of the Plaintiff's claims or any of the Defendants' defences. Instead, the Plaintiff and the Defendants have entered into the Settlement to end the litigation. The Settlement will not actually take effect unless and until it is approved by the Court after a public approval hearing and any appeals therefrom have been finally resolved and the Settlement has been upheld and the time for appeals has passed.

3. Why is this a class action?

In a class action, one or more people called "Named Plaintiffs" (in this case Mr. Hardwick) sue on behalf of people who allegedly have similar claims. All of these people are Settlement Class Members. One court resolves the issues for all class members, except for those who timely exclude themselves from the class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or the Defendants. Instead, both sides agreed to settle this case to avoid the cost and risk of a trial. The proposed Settlement does not mean that any law was broken or that the Defendants did anything wrong. The Defendants deny all legal claims in this case. The Named Plaintiff and his lawyers think the proposed Settlement is best for all Settlement Class Members.

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WHO IS IN THE SETTLEMENT?

5. Am I a Settlement Class Member?

Settlement Class Members are included in the Settlement.

If the Settlement is approved by the Court, then Settlement Class Members will be all residents of Canada who purchased in Canada any of the Blue Buffalo Pet Food Products listed in Appendix "A" of this Notice on or before September 8, 2019.

6. Are there exceptions to being included?

Yes. The following persons are not included in the Settlement:

- (a) all current employees of the Defendants; and
- (b) all persons who exclude themselves from the Settlement in accordance with the opt-out procedure set out below in this Notice.

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement, or have any other questions about the Settlement, visit www.clg.org or call the toll-free number 1-888-909-7863. You may also write with questions to the Plaintiff's lawyers at Consumer Law Group P.C., 251 Laurier Ave. West, Suite 900, Ottawa, Ontario, K1P 5J6 or send an e-mail to info@clg.org.

8. Who is eligible to seek benefits under the Settlement?

The Charitable Donations are intended to provide an indirect benefit to all Settlement Class Members. Listed Class Members are also eligible to receive an Automatic Payment. Listed Class Members are Settlement Class Members who registered with Consumer Law Group P.C. on or before September 8, 2019, and who do not opt out of the Settlement.

THE SETTLEMENT BENEFITS

9. What does the Settlement provide?

Automatic Payments: The Settlement provides for one automatic, fixed payment of CAD\$94.75 to each Listed Class Member, without the need to make a claim. Listed Class Members are Settlement Class Members who registered with Consumer Law Group P.C. on or before September 8, 2019, and who do not opt out of the Settlement. The Settlement does not provide for any other payment to any Settlement Class Member.

Charitable Donations: The Settlement also provides for charitable donations totaling CAD\$375,000 by the Defendants to registered charities promoting the welfare of dogs and cats in Canada. The Charitable Donations are intended to be an indirect benefit to all Settlement Class Members.

HOW TO GET A PAYMENT OR OTHER BENEFITS

10. What do I need to do to participate in the Settlement?

If you are a Settlement Class Member, then you are not required to do anything to be included in the Settlement. All Settlement Class Members are included in the Settlement, unless they exclude themselves by following the opt-out procedure set out below in this Notice.

11. How and when will the Settlement Administrator process claims for benefits?

The Automatic Payments and the Charitable Donations will be made only after the Court approves the Settlement and all appeals therefrom are finally resolved and the Settlement is upheld and the time for appeals has passed.

12. What am I giving up to get a payment?

If the Settlement is approved by the Court, the granting of the Approval Order will result in a release by the Plaintiff and all Settlement Class Members, including all their heirs, successors in interest, assigns, transferees and grantees (other than those members who timely request to be excluded from the Settlement Class in the manner described below) of all claims that the Plaintiff or any Settlement Class member ever had, now have, or may later claim to have at any time in the future whether known or unknown, arising out of or in any way relating to the production, distribution, packaging, labelling, advertising, marketing, promotion, representation and/or sale of, or in any way relating to Blue Buffalo Pet Food Products, against (1) the Defendants, (2) any predecessors and successors in interest, any current or former parent corporations, subsidiary corporations, affiliates, and assigns of the Defendants; (3) any companies acquiring any or all of the Defendants' assets or capital stock; (4) any of the Defendants' past or present, divisions, suppliers, or distributors; (5) current or former officers, directors, shareholders, agents, representatives and employees of the Defendants; and (6) insurers of any of the forgoing persons or entities. The Settlement is intended to settle all claims covered by the release in the Agreement. This includes all claims (known or unknown) of Settlement Class Members that arise in whole or in part out of or in any way related to the allegations in *Hardwick v. Blue Buffalo* or to any alleged acts, omissions, transactions, or occurrences by the Defendants, whether arising under federal, provincial, territorial, or local common law, statutes, municipal by-laws or regulations.

The foregoing summary does not supersede the terms of the Agreement and related exhibits, and in the event of any conflict between this Notice and the Agreement, the Agreement shall prevail. A copy of the Agreement can be found at www.clg.org.

**EXCLUDING YOURSELF FROM THE SETTLEMENT
(ALSO REFERRED TO AS "OPTING OUT")**

If you do not want to participate in this proposed Settlement and you want to keep the right to sue the Defendants about the legal issues in this case, then you must take steps to get out of the Settlement. This is referred to as "excluding" yourself from the Settlement, or "opting out" of the Settlement Class.

13. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself from the Settlement, you will not get anything from the Settlement. Furthermore, you will not be able to object to the proposed Settlement. However, if you exclude yourself from the Settlement, you will have the ability to sue the Defendants in the future because you will not be bound by anything that happens in this lawsuit.

14. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, then you will remain a Settlement Class Member and you will give up the right to sue the Defendants for all of the claims that the Settlement resolves. If you want to participate in a lawsuit against the Defendants relating to the claims in the present class action, then you must exclude yourself from the Settlement by following the "opt-out" procedure set out below in this Notice.

15. How do I opt out of the Settlement?

To opt out or exclude yourself from the Settlement, you must send an Opt Out Request to Consumer Law Group P.C. at the address provided below. Your Opt Out Request must contain the following information:

1. The name of the lawsuit: *Hardwick v. Blue Buffalo Company, Ltd. and Blue Buffalo Pet Products, Inc.*, Court File No. 16-67441.
2. Your full name and current address.
3. The name and address of your lawyer, if any.

QUESTIONS? CALL 1-888-909-7863 OR VISIT WWW.CLG.ORG

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4. A declaration that you purchased a Blue Buffalo Pet Food Product in Canada and the approximate date of such purchase, if known.
5. A declaration that you want to be excluded from the Settlement Class (for example, "I want to be excluded from the Settlement Class in the Blue Buffalo Class Action.>").
6. Your signature and the date on which you signed it.

You must mail your request for exclusion postmarked by June 14, 2021 to Class Counsel at:
Consumer Law Group P.C., 251 Laurier Ave. West, Suite 900, Ottawa, Ontario, K1P 5J6.

If you do not comply with these opt-out procedures, including the deadline for exclusions, you will remain a Settlement Class Member and lose the ability to exclude yourself from the Settlement. As a Settlement Class Member, your rights will be determined in this lawsuit by the Settlement Agreement, provided the Court approves the Settlement Agreement. You cannot ask to be excluded on the phone, by email, or at the website.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

Consumer Law Group P.C. act as Class Counsel in this litigation. You will not be charged for the work of these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

If you choose to participate in the Settlement and do not exclude yourself from the Settlement Class in the manner described above, you will be deemed by the Court to be a "Settlement Class Member." As a Settlement Class Member, you will be represented by Class Counsel, but will not be charged for the services of Class Counsel. If you wish to remain a Settlement Class Member, but you do not wish to be represented by Class Counsel, you may hire your own lawyer to represent you. If you hire your own lawyer, your lawyer must file an appearance no later than June 14, 2021, with the Ontario Superior Court, and must send a copy, by regular mail, to Class Counsel and Defence Counsel at the addresses provided below, postmarked no later than June 14, 2021. If you do not exclude yourself from the Class Settlement, you will continue to be a Settlement Class Member, even if you are represented by your own lawyer. You will be responsible for any fees and costs charged by your own lawyer.

Why is Class Counsel Recommending the Class Settlement? Class Counsel reached this Settlement after weighing the risks and benefits to the Settlement Class of this Settlement compared with those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal and factual issues that are yet to be determined by the Court. Class Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of members of the Settlement Class.

17. How will the administrative costs and counsel fees be paid?

The Defendants have agreed to pay certain costs associated with the administration of the Settlement.

Class Counsel will apply to the Court for the payment of legal fees and disbursements by the Defendants in the amount of CAD\$295,000, plus HST. Settlement Class Members will not be responsible for the payment of legal fees and disbursements of Class Counsel, and the payment of such fees and disbursements will not reduce any benefits to the Settlement Class Members.

The Defendants will not be responsible for any cost that may be incurred by, on behalf of, or at the direction of the Settlement Class Members, their counsel, or Class Counsel in (a) responding to inquires about the Settlement, the Agreement, or the lawsuit; (b) defending the Agreement or the Settlement against any challenge to it; or (c) defending against any challenge to any order or judgment entered pursuant to the Settlement or the Agreement.

OBJECTING TO THE SETTLEMENT

QUESTIONS? CALL 1-888-909-7863 OR VISIT WWW.CLG.ORG

18. How do I tell the Court if I do not like the Settlement?

You may tell the Court that you do not like the Settlement, but only if you remain a Settlement Class Member and do not exclude yourself from the Settlement. Specifically, you may tell the Court that you object to: (i) certification of the class; (ii) certain terms of the proposed Settlement; or (iii) Class Counsel’s request for legal fees and disbursements.

To do so, you or your own attorney must file a written objection, together with any supporting documents, with the Court. Your written objection must include:

1. The name and court file number of this lawsuit: *Hardwick v. Blue Buffalo Company, Ltd. and Blue Buffalo Pet Products, Inc.*, Court File No. 16-67441;
2. Your full name and current address;
3. A declaration that you have purchased at least one Blue Buffalo Pet Food Product in Canada;
4. A clear statement of your objection and the reasons for your objection;
5. All of the evidence and documents that you want the Court to consider in support of your objection;
6. Your signature; and
7. The date of your signature.

If you wish to appear at the Approval Hearing, on your own behalf or by your separate counsel, and be heard orally, you may do so only if you state in your written objection your desire to appear personally or by your separate counsel at the Approval Hearing. Objections must be filed with the Court, and separate copies served on Class Counsel and Defendants’ counsel by regular mail, no later than May 30, 2021. The copies to be served on Class Counsel and Defendants’ counsel must be mailed to the following addresses:

CLASS COUNSEL	DEFENCE COUNSEL
Jeff Orenstein Consumer Law Group P.C. 251 Laurier Ave. West Suite 900 Ottawa, Ontario K1P 5J6	Scott Maidment McMillan LLP Brookfield Place, 181 Bay Street Suite 4400 Toronto, Ontario M5J 2T3

If you choose to object to the Settlement, you must also make yourself available for examination under oath within 21 days of service of your objection.

If you do not comply with these procedures and the deadline for objections, you will lose any opportunity to have your objection considered at the Approval Hearing or otherwise to contest the approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

19. What is the difference between objecting and asking to be excluded?

Objecting to the Settlement means telling the Court that you do not like something about the Settlement. Excluding yourself from the Settlement means removing yourself from the Settlement Class by following the “opt-out” procedure set out above in this Notice. If you exclude yourself from the Settlement, you cannot object to the Settlement or receive any benefit from the Settlement because you are not bound by anything that happens in the lawsuit.

THE COURT'S APPROVAL HEARING

20. When and where will the Court decided whether to approve the Settlement?

On July 29, 2021, at 10:00 a.m., the Court will hold a public hearing at 161 Elgin St., Ottawa, Ontario, to determine whether the Settlement should be approved. The Court also will consider Class Counsel's application for an award of legal fees and disbursements. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class. Settlement Class Members who support the Settlement do not need to appear at the hearing or take any other action to indicate their approval of the Settlement. Settlement Class Members who object to the Settlement are not required to attend the Approval Hearing. If you want to be heard orally in opposition to the Settlement, either personally or through your own separate counsel, you must state in your written objection your intention to appear at the Approval Hearing as set forth above at question #18.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Approval Hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend the Approval Hearing, but their attendance is not necessary.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can view a copy of the Settlement Agreement at www.clg.org. You may also write with questions to Consumer Law Group P.C. at: 251 Laurier Ave. West, Suite 900, Ottawa, Ontario, K1P 5J6, or send an e-mail to info@clg.org. If you wish to communicate directly with Class Counsel, you may contact them at the address listed here, or by e-mail at jorenstein@clg.org. You may also seek advice and guidance from your own private lawyer at your own expense.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, BLUE BUFFALO, OR ANY RETAIL LOCATION SELLING BLUE BUFFALO PET FOOD PRODUCTS FOR INFORMATION ABOUT THE CLASS SETTLEMENT OR THIS LAWSUIT.