

**Court File No. 16-67441**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**BRIAN HARDWICK**

**Plaintiff**

**– and –**

**BLUE BUFFALO COMPANY, LTD. AND BLUE BUFFALO PET PRODUCTS, INC.**

**Defendants**

***Proceeding under the Class Proceedings Act, 1992***

**CANADIAN CLASS ACTION SETTLEMENT AGREEMENT**

**Made at Toronto as of the 1st day of February, 2021**

## TABLE OF CONTENTS

SECTION 1 – DEFINITIONS.....	2
SECTION 2 – PURPOSE OF THIS AGREEMENT .....	6
SECTION 3 – CERTIFICATION FOR SETTLEMENT PURPOSES .....	7
SECTION 4 – REQUIRED EVENTS .....	8
SECTION 5 – NOTICE PLAN.....	8
SECTION 6 – OPTING OUT.....	9
SECTION 7 – TERMINATION.....	10
SECTION 8 – DEFENDANTS’ PAYMENT OBLIGATIONS.....	12
SECTION 9 – INJUNCTIVE RELIEF .....	13
SECTION 10 – SETTLEMENT ADMINISTRATION.....	13
SECTION 11 – AGREEMENT TO COOPERATE .....	14
SECTION 12 – CLAIMS BAR .....	15
SECTION 13 – RELEASES.....	16
SECTION 14 – COVENANT NOT TO SUE.....	17
SECTION 15 – NON-DISPARAGEMENT .....	17
SECTION 16 – ENFORCEMENT OF THIS AGREEMENT .....	17
SECTION 17 – REPRESENTATIONS AND WARRANTIES.....	17
SECTION 18 – MISCELLANEOUS TERMS.....	18

## RECITALS

A. WHEREAS the Plaintiff has alleged that the Defendants made misrepresentations prior to 2016 regarding chicken/poultry by-product meal, corn, wheat, soy, and/or artificial ingredients in Blue Buffalo Pet Food Products.

B. AND WHEREAS the Plaintiff has asserted various statutory and common law claims in this Action against the Defendants, including claims alleging negligence, misrepresentation, breach of consumer protection legislation, breach of the *Competition Act* and unjust enrichment;

C. AND WHEREAS the Defendants deny the allegations in this Action and assert numerous defences to the claims alleged by the Plaintiff in this Action;

D. AND WHEREAS the Parties have engaged in extensive arms-length settlement negotiations and have now reached an agreement providing for a national class-wide settlement of this Action and a release of the Released Claims by the Settlement Class;

E. AND WHEREAS the Plaintiff and Class Counsel have examined and considered the benefits to be provided to the Class under the Settlement provided for in this Agreement and the claims and defences that could be asserted regarding Blue Buffalo Pet Food Products, and have concluded that the Agreement is in the best interest of the Class, taking into account the risks of litigation, and the length of time required to complete the litigation and any appeals;

F. AND WHEREAS the Defendants have at all times disputed, and continue to dispute, the allegations in the Action and to deny any liability for any of the claims that have or could have been raised by the Plaintiff or the Class regarding Blue Buffalo Pet Food Products;

G. AND WHEREAS the Defendants nevertheless believe that the comprehensive resolution of the disputed issues as provided for in this Agreement will avoid the substantial expense and disruption of continued litigation;

H. AND WHEREAS all Parties wish now to compromise their differences and achieve peace with finality on the issues in dispute;

NOW THEREFORE, in consideration of all of the terms, conditions, covenants, and promises set forth herein, and subject to court approval, the Parties agree as follows:

## **SECTION 1 – DEFINITIONS**

1.1 “**Action**” means this putative class proceeding No. 16-67441 commenced by the Plaintiff against the Defendants in the Ontario Superior Court of Justice.

1.2 “**Administration Expenses**” means reasonable fees and expenses incurred by the Settlement Administrator for administering the Settlement, including, without limitation, publishing Class Notice in accordance with Section 5.2 (2) and (3), processing Opt-Out Requests, and distributing the Settlement Funds.

1.3 “**Agreement**” means this Canadian Class Action Settlement Agreement and the Recitals and Exhibits hereto.

1.4 “**Blue Buffalo Pet Food Products**” means any pet food product sold in Canada by the Defendants, regardless of brand name, including but not limited to those products listed in Exhibit “A” attached hereto.

1.5 “**Class**” means all residents in Canada who purchased Blue Buffalo Pet Food Products in Canada on or before September 8, 2019.

1.6 “**Class Counsel**” means the law firm of Consumer Law Group P.C.

1.7 “**Class Counsel Fee**” means the amount of CAD\$295,000, plus HST, to be paid to Class Counsel on account of all fees and disbursements in connection with this Action, including, without limitation, any future fees or costs to be incurred in connection with monitoring the Settlement during the Settlement administration process, which amount shall be approved by the Court.

1.8 “**Class Member**” means an individual member of the Class.

1.9 “**Class Notice**” means notice in the forms attached hereto as Exhibit “B”, to be published and disseminated in accordance with the Notice Plan.

1.10 “**Class Notice Date**” means the date that the Class Notice is first published and disseminated in accordance with the Notice Approval Order.

1.11 “**Common Issue**” means the issue of when the first Blue Buffalo Pet Food Product was marketed in Canada.

1.12 “**Court**” means the Ontario Superior Court of Justice.

1.13 “**Day**” means a calendar day, unless otherwise expressly noted.

1.14 “**Defence Counsel**” means the law firm of McMillan LLP.

1.15 “**Defendants**” means Blue Buffalo Company, Ltd. and Blue Buffalo Pet Products, Inc.

1.16 “**Excluded Costs**” means any fees, disbursements, costs or expenses incurred by, on behalf of or at the direction of the Plaintiff or Class Counsel in: (a) responding to inquiries about the Settlement, this Agreement, or the Action; (b) defending this Agreement or the Settlement against any challenge to it, including any objection by any Class Member or any other person; and/or (c) defending against any challenge to any order or judgment entered pursuant to the Settlement and this Agreement.

1.17 “**Final Order**” means a Settlement Approval Order in respect of which the time to appeal has expired without any appeal being taken, or in respect of which there has been a final disposition of all appeals without any reversal or amendment of the Settlement Approval Order.

1.18 “**Final Order Date**” means the date on which the Settlement Approval Order becomes a Final Order.

1.19 “**Irrevocable Agreement Date**” means the 17<sup>th</sup> Day after delivery of the Threshold Notification to the Defendants.

1.20 “**Listed Class Members**” means the 3968 Class Members who registered with Class Counsel on or before September 8, 2019, except for those who opt out before the Opt-Out Deadline.

1.21 “**Notice Approval Order**” means an order approving the Class Notice and the Notice Plan, in the form attached hereto as Exhibit “C”.

1.22 “**Notice Plan**” means the plan for providing class-wide notice of the Settlement, which is set out in Section 5 of this Agreement.

1.23 “**Opt-Out Deadline**” means the date that is 45 days after the Class Notice Date.

1.24 “**Opt-Out Request**” means a document that complies with Section 6.4 of this Agreement, in the form attached hereto as Exhibit “E”.

1.25 “**Opt-Out List**” means the complete and accurate list compiled by Class Counsel of all Class Members who have timely and validly opted out of the Settlement in accordance with the terms of this Agreement.

1.26 “**Opt-Out Threshold**” means the specific number of opt outs agreed upon pursuant to Section 7.3 that will trigger the Defendants’ right to terminate this Agreement pursuant to Section 6.5.

1.27 “**Parties**” means the Plaintiff and the Defendants, collectively.

1.28 “**Plaintiff**” means Brian Hardwick.

1.29 “**Released Claims**” means any claim by any Releasor related in any way to the production, packaging, labelling, marketing or sale of Blue Buffalo Pet Food Products prior to September 9, 2019, regardless of cause of action, type of loss or damage, or relief sought, and including, without limitation, any and all past, present, future or potential claims, demands, suits, proceedings, payment of obligations, adjustments, executions, offsets, actions, causes of action, costs, defenses, debts, sums of money, assertions of rights, accounts, reckonings, bills, bonds, covenants, contracts, controversies, agreements, promises, expenses (including without limitation court costs, legal fees and disbursements), requests for relief of any kind, statutory or regulatory obligations, judgments or any liabilities of any nature whatsoever, known or unknown, anticipated or unanticipated, fixed or contingent, matured or un-matured, accrued or un-accrued, personal or representative, derivative or subrogated, direct or indirect, whether statutory, in law, equity, civil or criminal,

whether sounding in tort, contract, equity, nuisance, trespass, negligence or strict liability, which have been asserted in this Action, could have been asserted, or may be asserted by or on behalf of any Releasor.

1.30 “**Releasees**” means the Defendants and their respective present and former parents, subsidiaries, divisions, affiliates, partners, directors, officers, employees, servants, agents, representatives, shareholders, suppliers, distributors, dealers and sales branches, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of all of the foregoing, together with the underwriters and insurers of any Releasee.

1.31 “**Releasors**” means the Plaintiff, the Settlement Class Members, any person who may be entitled to make any subrogated, derivative or other claim pursuant to any contract, law or statute based upon any relationship with the Plaintiff or Settlement Class Members, any person or organization deemed to be a Releasor by operation of this Agreement, and the respective successors, heirs, beneficiaries, transferees, grantees, next of kin, executors, administrators and assigns of any of the foregoing.

1.32 “**Settlement**” means the Settlement provided for in this Agreement.

1.33 “**Settlement Administrator**” means Class Counsel in its capacity as administrator of the Settlement.

1.34 “**Settlement Approval Hearing**” means the hearing by the Court to determine whether this Settlement is fair and reasonable in accordance with the *Class Proceedings Act* and to approve the Class Counsel Fee.

1.35 “**Settlement Approval Hearing Date**” means the date for the Settlement Approval Hearing that is fixed by the Court in the Notice Approval Order.

1.36 “**Settlement Approval Order**” means an order certifying this Action for settlement purposes and approving the Settlement, in the form attached as Exhibit “D”.

1.37 “**Settlement Class**” means all members of the Class who do not validly opt out of this Settlement in accordance with the terms of this Agreement.

1.38 “**Settlement Class Members**” means the members of the Settlement Class, but does not include any appointees, assignees, claims brokers, claims filing services, claims consultants or third-party claims organizations.

1.39 “**Settlement Funds**” means an amount no greater than CAD\$375,968 that is the product of CAD\$94.75 multiplied by the number of Listed Class Members, which amount is to be paid by the Defendants to the Settlement Administrator in trust for the Listed Class Members after the Irrevocable Agreement Date in accordance with paragraph 8.3 of this Agreement.

1.40 “**Threshold Notification**” means a notice from Class Counsel to the Defendants that includes the Opt-Out List.

1.41 “**Threshold Notification Date**” means the 7th day after the Opt-Out Deadline.

1.42 “**Website**” means the website of Consumer Law Group at [www.clg.org](http://www.clg.org).

## **SECTION 2 – PURPOSE OF THIS AGREEMENT**

2.1 The purpose of this Agreement is to memorialize the terms and conditions of the Settlement through and by which the Parties wish to finally and conclusively resolve the matters at issue in the Action, including, without limitation, any and all Released Claims.

2.2 The Parties are entering into this Agreement for the purpose of compromising and settling disputed claims. This Agreement is not an admission by the Defendants of any wrongdoing whatsoever relating to Blue Buffalo Pet Food Products or the production, packaging, labelling, advertising, marketing, promoting or sale of Blue Buffalo Pet Food Products. Nor is this Agreement an admission by the Defendants of any misrepresentation concerning Blue Buffalo Pet Food Products, or any other matter alleged in this Action.

2.3 Neither the execution of this Agreement, nor any of its provisions or attachments, nor any action taken pursuant to its terms shall, in this Action or in any other action or proceeding, be construed or considered as evidence of an admission by the Defendants of the validity of any Released Claim. The Defendants deny any wrongdoing whatsoever relating to Blue Buffalo Pet



Food Products. This Agreement, however, may be admitted as evidence in any action to enforce its terms.

2.4 Nothing in this Agreement or in the documents relating to this Agreement shall be construed, deemed or offered as an admission by any of the Parties, or by any Class Member, for any purpose in any judicial or administrative action or proceeding, whether in law or in equity, regardless of whether this Agreement ultimately becomes effective.

2.5 This Agreement and the Settlement provided for herein, and any proceedings taken pursuant thereto, are not, and should not in any event be, offered, received, or construed as evidence of, a presumption of, concession of, or an admission by any Party in respect of any of the following:

- (1) The liability or non-liability of any person, including without limitation any Releasee or any Party;
- (2) The suitability or unsuitability for certification of any litigation class whatsoever;
- (3) The extent to which any claim against the Releasees could satisfy the requirements for certification of a litigation class if certification were contested; or,
- (4) The making of any alleged misrepresentation or omission in any statement or written document approved or made by any Releasee or Party.

2.6 Notwithstanding Sections 2.4 and 2.5, reference may be made to this Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the provisions of this Agreement, as further set forth in this Agreement.

### **SECTION 3 – CERTIFICATION FOR SETTLEMENT PURPOSES**

3.1 For the purposes of implementing this Agreement, and for no other purpose, the Defendants consent to the conditional certification of the Class, as set forth in the Notice Approval Order, on the terms and conditions of this Agreement.

3.2 Neither the certification of a Class pursuant to the terms of this Agreement nor the statement of the Common Issue shall constitute, or be construed as, an admission on the part of the Defendants that this Action, or any other proposed class action, is appropriate for certification as a litigation class under any applicable law, or that the Common Issue or any other common issue is appropriate for certification on a contested basis in this Action or on any basis in any other proceeding.

#### **SECTION 4 – REQUIRED EVENTS**

4.1 Upon execution of this Agreement, the Parties will seek Court approval of the Class Notice by way of the Notice Approval Order. If the Notice Approval Order is issued without material amendment, as soon practicable thereafter, the Parties will take all necessary steps to fulfil their respective obligations under the Notice Plan as set out in this Agreement.

4.2 If the Notice Approval Order is issued without material amendment, the Plaintiff shall forthwith thereafter move before the Court for the Settlement Approval Order.

#### **SECTION 5 – NOTICE PLAN**

5.1 If the Notice Approval Order is issued without material amendment, the Defendants will promptly arrange and pay for a translation of the Agreement, the Class Notice, and the Opt-Out Request into the French language.

5.2 On or before the Class Notice Date:

(1) the Defendants will arrange and pay to publish the English and French versions of the Class Notice (short form only) once in each of the national editions of the Globe & Mail and National Post newspapers (1/4 page) and La Presse;

(2) Class Counsel will arrange and pay to publish the English and French versions of the Agreement and the Class Notice (long form) on the Website; and

(3) Class Counsel will arrange and pay to email the English and the French versions of the Class Notice (short form) to each Class Member who registered with Class Counsel on or before September 8, 2019.

5.3 The Parties agree that the Class Notice and the Notice Plan to be implemented pursuant to this Agreement are reasonable, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice of the Settlement and the other matters set forth in the Class Notice to all persons entitled to receive notice, and fully satisfy the requirements of the *Class Proceedings Act* and Canadian natural justice.

## **SECTION 6 – OPTING OUT**

6.1 Any Class Member who desires to be excluded from the Settlement Class must submit to Class Counsel an Opt-Out Request to the address stated in the Class Notice or the Opt-Out Request form on or before the Opt-Out Deadline.

6.2 Any election to opt out must be exercised individually by a Class Member, not as or on behalf of a group, class, or subclass, not by any appointees, assignees, claims brokers, claims filing services, claims consultants or third-party claims organizations, except that an election to opt out may be submitted by a Class Member's counsel on an individual basis.

6.3 Any Class Member who does not submit a properly completed Opt-Out Request before the Opt-Out Deadline shall be deemed to be a member of the Settlement Class upon the expiry of the Opt-Out Deadline.

6.4 To exercise the opt-out right set out herein, the Class Member must deliver an Opt-Out Request strictly in accordance with this Agreement. An Opt Out Request must:

- (1) contain the name of the Action and court file number;
- (2) contain the Class Member's full name and current address;
- (3) identify the name and address of the Class Member's counsel, if any;
- (4) declare that the Class Member purchased a Blue Buffalo Pet Food Product and indicate the approximate date of such purchase, if known;
- (5) declare that the Class Member wants to be excluded from the Settlement Class; and
- (6) be signed and dated by the Class Member.

6.5 An Opt-Out Request will not be effective unless it is sent by regular mail, addressed to Class Counsel, and postmarked on or before the Opt-Out Deadline.

6.6 Any Class Member who elects to opt out of the Settlement Class in accordance with the terms of this Agreement shall not be a Settlement Class Member and shall not be entitled to relief under this Agreement.

6.7 To the extent that the running of any statute of limitations, or any other defense of lapse of time has been suspended by operation of law as to any Released Claim, the same will continue to be suspended as to any Class Member who opts out of the Settlement until 30 Days after Class Counsel's receipt of the relevant Opt-Out Request, or for such longer period as the law may provide without reference to this Agreement.

6.8 Any Class Member who wishes to object to the Settlement must comply with the rules for objection set out in the Class Notice.

## **SECTION 7 – TERMINATION**

7.1 Subject only to Section 11, unless the Plaintiff and the Defendants shall agree otherwise in writing, this Agreement shall be automatically terminated and shall become null and void, and no obligation on the part of any of the Parties will accrue, if the Court declines to issue the Notice Approval Order without amendment, if the Court declines to issue the Settlement Approval Order without amendment, or if the Settlement Approval Order does not become a Final Order.

7.2 The Defendants may also terminate this Agreement, in accordance with Section 7, if the Opt-Out Threshold is exceeded.

7.3 The Parties hereby confirm that they have agreed upon an Opt-Out Threshold and that the Opt-Out Threshold is confirmed in a separate document executed by Class Counsel and Defence Counsel. That document shall be delivered to the Court under seal, and shall be treated by the Parties and the Court as strictly confidential and shall not be disclosed to any person other than the Parties and their respective Counsel.

7.4 Promptly after the Opt-Out Deadline, and in any event no later than the Threshold Notification Date, the Settlement Administrator shall deliver the Threshold Notification to Defence Counsel.

7.5 The Defendants may elect to terminate the Agreement, in their sole and absolute discretion, if the Opt-Out Threshold is exceeded.

7.6 If the Defendants elect to exercise their right to terminate this Agreement, then the Defendants shall deliver written notice of termination to Class Counsel no later than 14 days after delivery of the Threshold Notification. If the Defendants do not deliver a notice of termination within 14 days after receiving the Threshold Notification, this Agreement shall become fully effective and irrevocable on the Irrevocable Agreement Date.

7.7 If the Settlement is terminated automatically under Section 7.1 or by the Defendants pursuant to Section 7.5, the Defendants shall bring a motion before the Court for an order:

- (1) Declaring the Agreement to be null and void and of no force or effect; and,
- (2) Setting aside the Notice Approval Order and/or the Settlement Approval Order on the basis of the termination of the Agreement.

7.8 The following terms shall apply in the event that this Agreement is automatically terminated pursuant to Section 7.1 or in the event that this Agreement is terminated by the Defendants pursuant to Section 7.5:

- (1) No person or party shall be deemed to have waived any rights, claims or defences whatsoever by virtue of this Agreement, and without limiting the generality of the foregoing, the Releasees shall be deemed to have expressly reserved their right to oppose the certification of the Action and to argue that there are no common issues.
- (2) Any prior certification of the Action as a class proceeding, including the definition of the Class and the statement of the Common Issue, shall be without prejudice to any position that any person or Party may later take on any issue in the Action or any other litigation.

(3) This Agreement shall have no further force and effect, shall not be binding on any person or Party and shall not be used as evidence or otherwise in any litigation or other proceeding, and the legal position of each Party shall be the same as it was immediately prior to the execution of this Agreement and each party may exercise its legal rights to the same extent as if this Agreement had never been executed.

(4) Without limiting the generality of the foregoing, the releases and the bar of claims provided for in Section 12 shall be null and void and of no force and effect whatsoever.

(5) Notice of the termination shall be published on the Website within 72 hours of the termination.

#### **SECTION 8 – DEFENDANTS’ PAYMENT OBLIGATIONS**

8.1 Within 5 Days after the Final Order Date and subject to Court approval, the Defendants shall pay the sum of CAD\$5,000 to the Plaintiff as an honorarium and in full satisfaction of any and all claims asserted by the Plaintiff in the Action.

8.2 Within 5 days after the Final Order Date and subject to Court approval, the Defendants will pay to Class Counsel the Class Counsel Fee. In the event that the Court approves a class counsel fee that is less than the amount of CAD\$295,000, the Defendants will pay only the approved amount as the Class Counsel Fee.

8.3 As soon as possible after the Final Order Date, the Defendants shall pay the Settlement Funds to the Settlement Administrator in trust for the Listed Class Members. The Settlement Administrator shall thereafter promptly distribute the Settlement Funds via e-transfer in the amount of CAD\$94.75 to each of the Listed Class Members.

8.4 As soon as possible after the Final Order Date, the Defendants will make a donation to each of the following registered charities in the amount of CAD\$125,000 (for a total of CAD\$375,000): (1) CAD\$125,000 to the University of Calgary (Faculty of Veterinary Medicine) with registration number 108102864 RR 0001, (2) CAD\$125,000 to the Ontario Veterinary College Pet Trust with registration number 10816 1829 RR0001, and (3) CAD\$125,000 to the University of Montreal (Faculty of Veterinary Medicine) with registration number 108160995

RR0001. The Defendants may exercise sole discretion to direct each donation to a particular fund or project at each university that the Defendants believe will promote the health and welfare of cats and dogs in Canada.

8.5 As soon as possible after the Final Order Date, the Defendants shall pay Administration Expenses to the Settlement Administrator in the fixed amount of CAD\$50,000, plus CAD\$25,000 for past notice costs.

8.6 The Defendants shall not be liable for any Excluded Costs.

## **SECTION 9 – INJUNCTIVE RELIEF**

9.1 The Defendants hereby confirms that:

(1) all specifications for Blue Buffalo Pet Food Products have been reviewed for the purpose of ensuring that they are consistent with all packaging claims found on the product and representations regarding the products found on the Defendants' websites; and

(2) the Defendants have reviewed their supplier relationships and have instituted practices designed to ensure that all materials provided by its suppliers comply with the applicable product specifications.

## **SECTION 10 – SETTLEMENT ADMINISTRATION**

10.1 Class Counsel will perform the functions of the Settlement Administrator as set out herein.

10.2 The Settlement Administrator accepts and attorns to the exclusive jurisdiction of the Court in respect of any matter related to the enforcement of this Settlement Agreement.

10.3 On or before the Class Notice Date, and in accordance with the Notice Plan, the Settlement Administrator shall:

(1) publish the Agreement, the Notice Approval Order, the Class Notice (long form), and the Opt-Out Request on the Website; and

(2) email the Class Notice (short form) to the Class Members who registered with Class Counsel on or before September 8, 2019.

10.4 The documents referred to above at paragraph 10.3 shall be published or emailed (as the case may be) in either English, French, or in both languages, where appropriate.

10.5 The Settlement Administrator shall process any and all opt-outs in accordance with the terms of this Agreement.

10.6 Promptly after the Opt-Out Deadline, and in any event no later than the Threshold Notification Date, the Settlement Administrator shall deliver (along with the Threshold Notification) a complete and accurate record of the Listed Class Members to Defence Counsel.

10.7 As soon as possible after receipt of the Settlement Funds, the Settlement Administrator shall distribute the Settlement Funds to the Listed Class Members by e-transferring the amount of CAD\$94.75 to each of the Listed Class Members.

10.8 Distribution of the Settlement Funds to the Listed Class Members shall be made directly and exclusively to the Listed Class Members. No Listed Class Member may assign or otherwise transfer his or her rights under this Agreement. E-transfers may only be sent to the email addresses for the Listed Class Members provided upon registration with Class Counsel.

## **SECTION 11 – AGREEMENT TO COOPERATE**

11.1 The Plaintiff, Class Counsel, and the Defendants will cooperate and take all reasonable actions to effectuate the Settlement and the terms and conditions of this Agreement. If the Court fails to grant the Notice Approval Order or the Settlement Approval Order, then the Plaintiff, Class Counsel, and the Defendants will use all reasonable efforts that are consistent with this Agreement to cure any defect identified by the Court. If, despite such efforts, the Court does not grant the Notice Approval Order and the Settlement Approval Order, then this Agreement will be terminated in accordance with Section 7.



## **SECTION 12 – CLAIMS BAR**

12.1 Immediately after the Irrevocable Agreement Date, this Action shall be wholly discontinued, with prejudice and without costs, and the discontinuance shall be a defence to any subsequent action against any Releasee based on, relating to or arising out of the Released Claims.

12.2 No Releasor or any legally authorized representative of a Releasor may file, commence, prosecute, intervene in, or participate as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the Released Claims.

12.3 No Releasor or any legally authorized representative of a Releasor may file, commence, or prosecute any lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any other person (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the Released Claims.

12.4 No Releasor or any legally authorized representative of a Releasor may attempt to effect an opt out of a class of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to or arising out of the Released Claims.

12.5 No Releasor may now or hereafter institute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any person who may claim contribution or indemnity, or any other claim over for relief from any Releasee in respect of any Released Claim or any matter related thereto.

12.6 Any proceeding against any Releasee related to the Released Claims shall be immediately dismissed and the Parties shall request any court in which such claim is or has been commenced to order the immediate dismissal of the same.

**SECTION 13 – RELEASES**

13.1 The Releasors fully and forever release, remise, acquit and discharge the Releasees from the Released Claims, regardless of whether any Releasor executes and delivers a written release. By executing this Agreement, the Parties acknowledge that the Action shall be discontinued pursuant to the terms of the Settlement Approval Order, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Releasees. The Approval Order shall provide for and effect the full and final release by the Releasors of all Released Claims.

13.2 The Settlement Class Members hereby acknowledge that they are aware that they or their legal counsel may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the Released Claims, but that it is still their intention to hereby fully, finally, and forever settle, release, extinguish and waive all of the Released Claims, known or unknown, suspected or unsuspected, that they had, now have or, absent this Agreement, may in the future have had against Releasees. In furtherance of such intention, the release herein given by the Releasors to the Releasees shall be and remain in effect as a full and complete general release of the Released Claims notwithstanding any discovery of the existence of any such additional or different claims or facts.

13.3 If any Releasor brings an action or asserts a claim against any Releasee contrary to the terms of this Agreement, the counsel of record for such Releasor shall be provided with a copy of this Agreement. If the Releasor does not within 20 Days thereafter dismiss his or her action and the action or claim is subsequently dismissed or decided in favor of the Releasees, the Releasor who brought such action or claim shall pay Releasees' reasonable counsel fees and disbursements incurred by Releasees in the defense of such action or claim.

13.4 Except as otherwise provided, nothing in this Agreement shall be construed in any way to prejudice or impair the right of the Defendants or the Defendants' insurers to pursue such rights and remedies as they may have against each other or third parties, who are not Settlement Class Members, under or in connection with any insurance policies.

13.5 Notwithstanding the above, the Court shall retain jurisdiction over the parties and the Agreement and with respect to the future performance of the terms of the Agreement, and to ensure

that all payments and other actions required of any of the Parties by the Settlement and this Agreement are properly made or taken.

#### **SECTION 14 – COVENANT NOT TO SUE**

14.1 The Plaintiff, on behalf of himself and the Settlement Class Members, hereby covenant and agree that neither the Plaintiff nor any of the Settlement Class Members, nor any person authorized to act on behalf of any of them, will commence, authorize, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Agreement, against Releasees in either their personal or corporate capacity, with respect to any claim, matter, or issue that in any way arises from, is based on, or relates to any alleged loss, harm, or damages allegedly caused by Releasees in connection with the Released Claims. The Plaintiff, on behalf of himself and the Settlement Class Members, hereby waives and disclaims any right to any form of recovery, compensation, or other remedy in any such action or proceeding brought by or on behalf of any of them, and agree that this Agreement shall be a complete bar to any such action.

#### **SECTION 15 – NON-DISPARAGEMENT**

15.1 The Parties, Class Counsel and Defence Counsel hereby agree not to disparage each other, Blue Buffalo Pet Food Products, or the compromised claims at issue in the Action or the Settlement.

#### **SECTION 16 – ENFORCEMENT OF THIS AGREEMENT**

16.1 The Court shall have continuing jurisdiction over the administration of the Settlement and the enforcement of this Agreement. In the event the Defendants, the Plaintiff, Class Counsel, or any Settlement Class Member fails to perform under this Agreement, counsel for the aggrieved party shall give counsel for the other party written notice of the breach. If the alleged breach is not cured to the satisfaction of the aggrieved party within 30 Days, the other party may apply to the Court for relief.

#### **SECTION 17 – REPRESENTATIONS AND WARRANTIES**

17.1 Each of the Parties agrees, represents and warrants that:

(1) The Party has had an opportunity to receive independent legal advice from counsel regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income-tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

(2) The Party has not relied upon any statement, representation, omission, inducement, or promise of any other Party (or any officer, agent, employee, representative, or counsel for any other Party) in executing this Agreement, or in making the Settlement provided for herein, except as expressly stated in this Agreement.

(3) The Party has investigated the facts pertaining to the Settlement and this Agreement, and all matters pertaining thereto, to the full extent deemed necessary by that Party and that Party's counsel.

(4) The Party has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having had the opportunity to consult with independent counsel.

(5) Each term of this Agreement, under the titles of the various paragraphs, is contractual and not merely a recital.

(6) No portion of the Released Claims that the Plaintiff, the Settlement Class, or any of the Settlement Class Members ever had, now have, or may later claim to have at any time in the future against the Releasees, whether known or unknown, arising out of or in any way relating to Blue Buffalo Pet Food Products and no portion of any recovery or settlement to which they may be entitled, has been assigned, transferred, or conveyed by or for Settlement Class Members in any manner, and no person other than Settlement Class Members shall have any legal or equitable interest in the Released Claims.

## **SECTION 18 – MISCELLANEOUS TERMS**

18.1 Class Counsel and Defence Counsel have negotiated this Agreement at arm's length. If a dispute should later arise regarding any of its terms, no Party shall be deemed to be the drafter of any particular provision of this Agreement.

18.2 This Agreement shall be construed under and governed by the laws of the Province of Ontario.

18.3 In the event of any conflict between the French and English language versions of this Agreement or any Exhibit, the English version shall prevail.

18.4 Any reference to a “person” in this Agreement includes a corporation or other legal person.

18.5 This Agreement, including all attached Exhibits, shall constitute the entire Agreement between the Parties with regard to the subject matter of this Agreement and shall supersede any previous agreement or understandings between the Parties. The Agreement may not be changed, modified, or amended except in writing signed by Class Counsel and Defence Counsel and subject to Court approval.

18.6 This Agreement, if approved by the Court, shall be binding upon and inure to the benefit of the Parties, and their representatives, heirs, successors and assigns.

18.7 Any notice, instruction, application for Court approval or application for Court order sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or by facsimile or electronic mail followed by overnight courier, to the following representatives for the Parties:

**FOR DEFENDANTS:**

Scott Maidment, McMillan LLP  
Brookfield Place, 181 Bay Street, Suite 4400, Toronto, Ontario, M5J 2T3  
Fax: (416) 865-7048  
Email: scott.maidment@mcmillan.ca.

**FOR CLASS COUNSEL AND PLAINTIFF:**

Jeff Orenstein  
251 Laurier Avenue West, Suite 900, Ottawa, Ontario, K1P 5J6  
Fax: (613) 627-4893  
Email: jorenstein@clg.org.

18.8 Except as otherwise provided in this Agreement, any filing, submission, claim, or notice or written communication shall be deemed filed, delivered, submitted, or effective as of the date of its postmark when mailed regular or registered mail, postage prepaid, properly addressed to the recipient, or when delivered to any commercial one-or-two-day courier delivery service properly addressed to the recipient, or when actually received by the recipient, whichever occurs first.

18.9 In the event that any date or deadline set forth in this Agreement falls on a weekend or holiday, such a date or deadline shall be on the first business day thereafter.

18.10 In no event shall the Defendants, Defence Counsel, the Plaintiff, any Settlement Class Member, or Class Counsel have any liability for claims of wrongful or negligent conduct by any third party with respect to the implementation of any term of this Agreement.

18.11 The Parties and their respective counsel agree to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms of this Agreement.

18.12 The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18.13 The counsel who have executed this Agreement hereby represent and warrant that they have authority to bind their respective clients to this Agreement.

Dated at the City of Killington, VT,  
this 9th day of February, 2021

**BLUE BUFFALO COMPANY, LTD.**

DocuSigned by:  
By: Gregory Ragland  
2ED441F0E7B746B...

Gregory Ragland

*Printed Name*

Vice President

\_\_\_\_\_  
*Title*

Dated at the City of Killington, VT,  
this 9th day of February, 2021

**BLUE BUFFALO PET PRODUCTS, INC.**

DocuSigned by:  
By: Gregory Ragland  
2ED441F0E7B746B...

*Signature*

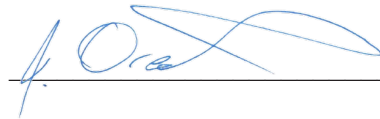
Gregory Ragland

*Printed Name*

Vice President

\_\_\_\_\_  
*Title*

Executed at the City of Montreal this 15 day of February, 2021

  
\_\_\_\_\_

**JEFF ORENSTEIN, Class Counsel and Counsel for the Plaintiff**

**EXHIBIT "A" TO THE CANADIAN SETTLEMENT AGREEMENT  
IN *HARDWICK V. BLUE BUFFALO***

<b>Active UPC</b>	<b>Description</b>
840243100026	Basics LID + Grain Free Adult Duck 22 lb
840243100002	Basics LID + Grain Free Adult Duck 4 lb
840243102051	Basics LID + Grain Free Adult Indoor Duck 11 lb
840243102044	Basics LID + Grain Free Adult Indoor Duck 5 lb
859610007028	Basics LID + Grain Free Adult Indoor Turkey 11 lb
859610007004	Basics LID + Grain Free Adult Indoor Turkey 5 lb
859610006243	Basics LID + Grain Free Adult Indoor Duck 3 oz
859610007301	Basics LID + Grain Free Adult Indoor Fish 3 oz
859610007745	Basics LID + Grain Free Adult Indoor Turkey 3 oz
859610007288	Basics LID + Grain Free Kitten Indoor Turkey 3 oz
859610007523	BLUE BASICS GRAIN FREE TRK POT 11LB
859610007509	BLUE BASICS GRAIN FREE TRK POT 4LB
859610007530	BLUE BASICS GRAIN FREE TRK POT DOG 24LB
859610005857	BLUE BASICS HW TURKEY/POTATO 24LB
859610005833	BLUE BASICS HW TURKEY/POTATO 4LB
859610005826	BLUE BASICS LRG BRD TURKEY & POTATO 24LB
859610005765	BLUE BASICS PUPPY TURKEY & POTATO 11LB
859610005772	BLUE BASICS PUPPY TURKEY & POTATO 24LB
859610005741	BLUE BASICS PUPPY TURKEY & POTATO 4LB
840243105434	BLUE BASICS SALMON DOG 11LB
840243105458	BLUE BASICS SALMON DOG 24LB
859610005802	BLUE BASICS SB TURKEY & POTATO 11LB
859610005789	BLUE BASICS SB TURKEY & POTATO 4LB
859610006687	BLUE BASICS SR TRK/POT RECIPE 4LB
859610006717	BLUE BASICS SR TURKEY/POTATO 24LB
840243105397	BLUE BASICS TURKEY DOG 11LB
840243105403	BLUE BASICS TURKEY DOG 24LB
859610005949	Basics LID + Grain Free Adult Large Breed Turkey 12.5 oz
859610005925	Basics LID + Grain Free Adult Salmon 12.5 oz
859610005901	Basics LID + Grain Free Adult Turkey 12.5 oz



<b>Active UPC</b>	<b>Description</b>
859610006571	BB BASICS SALMON & POTATO 6 oz BISC
859610006595	BB BASICS TURKEY & POTATO BISCUIT 6 OZ
859610000197	BB ADULT FORMULA DRY CAT FOOD 3LB
859610000210	BB ADULT FORMULA DRY CAT FOOD 7 LB
840243105786	BB CAT ADULT MULTI CAT 15LB
840243105779	BB CAT ADULT MULTI CAT 7 LB
859610000869	BB CAT SPA SELECT ADULT INDOOR 7LB
859610006014	BB SENSITIVE STOMACH 15-LB
859610006007	BB SENSITIVE STOMACH 7 LB
859610000517	BB SPA SELECT ADULT CHK CAT FOOD 15 LB
859610000876	BB SPA SELECT INDOOR CAT FOOD 15 LB
859610000647	BB SPA SELECT KITTEN 7-LB
859610000791	BB SPA SELECT MATURE CAT FOOD 7 LB
859610000241	BB SPA SELECT SALMON CAT FOOD 7 LB
859610000234	BB WEIGHT CONTROL ADULT CAT FOOD 3-LB
859610000258	BB WEIGHT CONTROL DRY CAT FOOD 7 LB
859610000852	SPA SELECT ADULT INDOOR CAT FOOD 3#
859610000630	SPA SELECT KITTEN 3-LB
859610000784	SPA SELECT MATURE CAT FOOD 3#
859610000265	SPA SELECT SALMON CAT FOOD 15#
859610008575	BB NATURALLY FRESH CLUMP LITTER 14#
859610008582	BB NATURALLY FRESH CLUMP LITTER 26#
859610007547	BB NATURALLY FRESH CLUMPING LITTER 6LB
859610008599	BB NATURALLY FRESH MULTI-CAT CLUMP 14#
859610008605	BB NATURALLY FRESH MULTI-CAT CLUMP 26#
859610008551	NATURALLY FRESH MULTI-CAT CLUMP 6#
840243105878	NF Pellet Litter 14#
859610006373	BB APPLE & YOGURT MINI BAR 20OZ
859610006618	BB BLUEBERRY & YOGURT MINI BARS 8OZ
859610005147	BB MINI BAR BANANA & YOGURT 8 OZ
859610005161	BB MINI BARS - CHICKEN & CHEDDAR 8 OZ

<b>Active UPC</b>	<b>Description</b>
859610000067	BLUE CHICKEN & BR RICE WGT CONTRL 30LB
859610000029	BLUE CHICKEN & BRN RICE WGT CONTROL 6LB
859610000098	BLUE CHICKEN & BROWN RICE ADULT 15LB
859610000111	BLUE CHICKEN & BROWN RICE ADULT 30LB
859610000036	BLUE CHICKEN & BROWN RICE PUPPY 15LB
859610000050	BLUE CHICKEN & BROWN RICE PUPPY 30LB
859610000074	BLUE CHICKEN AND BROWN RICE ADULT 6LB
859610000012	BLUE CHICKEN AND BROWN RICE PUPPY 6LB
859610000043	BLUE CHICKEN/ BRN RICE WGT CONTROL 15LB
859610000326	BLUE FISH & SWEET POTATO 30LB
859610000302	BLUE FISH & SWEET POTATO 15LB
859610000289	BLUE FISH & SWEET POTATO 6LB
859610000371	BLUE LAMB AND BROWN RICE ADULT 30LB
859610000357	BLUE LAMB AND BROWN RICE ADULT 15LB
859610000333	BLUE LAMB AND BROWN RICE ADULT 6LB
859610000364	BLUE LARGE BREED ADULT 15LB
859610000388	BLUE LARGE BREED ADULT DOG 30LB
859610000425	BLUE LARGE BREED PUPPY 15LB
859610000449	BLUE LARGE BREED PUPPY 30LB
840243105236	BLUE LB ADLT FISH & OAT DOG 30LB
840243105250	BLUE LB HW CKN & BR DOG 30LB
840243105243	BLUE LB SR CKN & BR DOG 30#
859610007448	BLUE LPF SMBITE ADULT CHICKEN 15LB
859610007455	BLUE LPF SMBITE ADULT CHICKEN 30LB
859610007462	BLUE LPF SMBITE SENIOR CHICKEN 15LB
840243105151	BLUE PUPPY LAMB & OAT 15LB
840243105526	BLUE PUPPY LAMB & OAT 30 LB
840243105144	BLUE PUPPY LAMB & OAT 6LB
840243105298	BLUE SB ADULT FISH & BR DOG 15LB
840243105281	BLUE SB ADULT FISH & BR DOG 6LB
840243105700	BLUE SB ADULT HEALTHY WGT 15LB

<b>Active UPC</b>	<b>Description</b>
840243105694	BLUE SB ADULT HEALTHY WGT 6LB
840243105274	BLUE SB PUPPY CHICKEN & OAT 15LB
840243105267	BLUE SB PUPPY CKN & OAT 6LB
840243105311	BLUE SB SENIOR CHICKEN & RB DOG 15LB
840243105304	BLUE SB SR CKN & BR DOG 6LB
859610000159	BLUE SENIOR DOG 15LB
859610000173	BLUE SENIOR DOG 30LB
859610000135	BLUE SENIOR DOG 6LB
840243104888	BLUE SMALL BREED ADULT 15LB
840243104871	BLUE SMALL BREED ADULT 6LB
840243105687	BLUE SMALL BREED ADULT LAMB 15LB
840243105670	BLUE SMALL BREED ADULT LAMB 6LB
840243105717	BLUE TOY BREED ADLT NATURAL CHK 4LB
840243104956	BLUE BEEF SIRLOIN DINNER 12.5 OZ
840243105212	BLUE BSTEW BEEF 12.5 OZ
840243105199	BLUE BSTEW CKN 12.5 OZ
840243105533	BLUE BSTEW HUNTERS STEW 12.5 OZ
840243105205	BLUE BSTEW LAMB 12.5 OZ
840243105229	BLUE BSTEW TURKEY 12.5 OZ
840243104932	BLUE CHKN/BROWN RICE/VEGETABLES 12.5 OZ
840243105540	BLUE FAM BACKYARD BBQ 12.5 OZ
840243105588	BLUE FAM MOM'S CHICKEN PIE 12.5 OZ
840243105564	BLUE FAM SHEPHERDS PIE 12.5 OZ
859610006854	BLUE FAM SUNDAY CHK DINNR 12.5OZ
840243105557	BLUE FAM TURDUCKEN 12.5 OZ
840243105571	BLUE FAM TURKEY DAY FEAST 12.5 OZ
859610007479	BLUE HOMESTYLE RECIPE SR CHKN 12.5OZ
859610000951	BLUE HR FISH & SWPOT DOG 12.5 OZ
840243105519	BLUE HR LB CHICKEN 12.5 OZ
840243105731	BLUE HR PUPPY CHK DINNER 12.5OZ
840243105502	BLUE HR SB CKN DOG 5.5 OZ

<b>Active UPC</b>	<b>Description</b>
859610005864	BLUE HR SMALL BREED LAMB 5.5 OZ
840243105748	BLUE HR TOY BREED CHK DINNR 5.5OZ
840243104949	BLUE LAMB&BROWN RICE/VEGETABLES 12.5OZ
840243104963	BLUE TURKEY MEATLOAF DINNER 12.5 OZ
859610006359	BB PUPPY BANANA & YOGURT MINIBAR 8 OZ
840243105618	HEALTH BAR APPLES & YOG 16 OZ
840243106332	HEALTH BAR BAC EGG & CH 16 OZ
859610005086	HEALTH BAR BANANA & YOG 16 OZ
840243105601	HEALTH BAR CHKN LIVER 16 OZ
859610005123	HEALTH BAR FISH & SWPOT 16 OZ
859610005109	HEALTH BAR PUMPKIN & CINN 16 OZ
859610005482	WILDERNESS DUCK/CHICKEN BISCUIT 10Z
859610005468	WILDERNESS SALMON BISCUIT 10Z
859610005444	WILDERNESS TURKEY/CHICKEN BISCUIT 10Z
840243100200	BLUE Crunchy Bits -- Banana & Peanut Butter
840243100217	BLUE Crunchy Bits -- Blueberry & Yogurt
840243101535	Wild Bones Large Dog 10oz
840243101504	Wild Bones Mini Dog 10oz
840243101528	Wild Bones Regular Dog 10oz
840243101511	Wild Bones Small Dog 10oz
859610007073	BB CAT FREEDOM INDOOR 11LB
859610007059	BB CAT FREEDOM INDOOR 5LB
859610008735	BB FREEDOM ADULT INDOOR FISH 11 LB
859610008711	BB FREEDOM ADULT INDOOR FISH 5 LB
859610008759	BB FREEDOM INDOOR WT CONTROL CHKN 11#
859610008742	BB FREEDOM MATURE INDOOR CAT 11 LB
859610007424	BB CAT FREEDOM INDOOR ADULT CHKN 3OZ
859610008940	BB FREEDOM INDOOR CAT 5.5 OZ
859610006847	BLUE FREEDOM LARGE BREED 24LB
859610006779	BLUE FREEDOM ADULT 4LB
859610006793	BLUE FREEDOM ADULT 11LB

<b>Active UPC</b>	<b>Description</b>
859610006809	BLUE FREEDOM ADULT 24LB
859610006755	BLUE FREEDOM PUPPY 11LB
859610006762	BLUE FREEDOM PUPPY 24LB
859610006731	BLUE FREEDOM PUPPY 4LB
859610006830	BLUE FREEDOM SMALL BREED 11LB
859610006816	BLUE FREEDOM SMALL BREED 4LB
859610006892	BLUE FREEDOM ADULT CHK DINNR 12.5OZ
859610006878	BLUE FREEDOM PUPPY CHK DINNR 12.5OZ
859610006915	BLUE FREEDOM SM BRD CHK DINNR 5.5OZ
840243105830	BB CAT WILDERNESS INDOOR 11 LB
840243105816	BB CAT WILDERNESS INDOOR 2LB
840243105823	BB CAT WILDERNESS INDOOR 5LB
840243105809	BB CAT WILDERNESS MATURE 5 LB
840243104901	BB WILDERNESS CAT TURKEY & CHICKEN 6 LB
840243105182	BB WILDERNESS DUCK CAT 11-LB
840243105175	BB WILDERNESS DUCK CAT 5-LB
840243105649	BB WILDERNESS SALMON CAT 11-LB
840243105632	BB WILDERNESS SALMON CAT 5-LB
859610006069	BB WILDERNESS KITTEN 5-LB
840243105793	BB WILDERNESS MATURE CAT 2LB
859610006113	BB WILDERNESS WEIGHT CONTROL 5-LB
859610006137	BB WILDERNESS WEIGHT CONTROL CAT 11-LB
840243104918	WILDERNESS CAT TURKEY & CHICKEN 12#
840243104895	WILDERNESS CAT TURKEY & CHKN 2.5#
840243105168	WILDERNESS DUCK CAT 2-LB
859610006045	WILDERNESS KITTEN 2-LB
859610006090	WILDERNESS WEIGHT CONTROL 2-LB
859610007684	BB CAT WILDERNESS TURKEY 5.5OZ
859610007103	BB CAT WILD DELIGHTS CHKN/SALMN 3OZ
859610007127	BB CAT WILD DELIGHTS CHKN/TRK 3OZ
859610007080	BB CAT WILD DELIGHTS CHKN/TROUT 3OZ

<b>Active UPC</b>	<b>Description</b>
859610007646	BB CAT WILDERNESS CHICKEN 5.5OZ
859610007660	BB CAT WILDERNESS SALMON 5.5 OZ
859610009008	BB WILD DELIGHTS FLAKED CHKN/TURK3OZ
859610008988	BB WILD DELIGHTS FLAKED CKN/TROUT3OZ
859610008964	BB WILD MATURE CHICKEN 3 OZ
840243104987	BB WILDERNESS CHICKEN 3 OZ
840243105625	BB WILDERNESS DUCK CAT 3 OZ
859610006205	BB WILDERNESS KITTEN CANNED CAT 3 OZ
840243104994	BB WILDERNESS SALMON CAT 3 OZ
840243104970	BB WILDERNESS TURKEY 3 OZ
840243105120	BLUE WILDERNESS DUCK 11LB
859610005697	BLUE WILDERNESS SMALL BREED ADULT 11LB
840243105342	BLUE WILDERNESS CHICKEN 24LB
840243105328	BLUE WILDERNESS CHICKEN 4.5LB
840243105335	BLUE WILDERNESS CHICKEN DOG 11LB
840243105137	BLUE WILDERNESS DUCK 24LB
840243105113	BLUE WILDERNESS DUCK 4.5LB
859610005727	BLUE WILDERNESS HEALTHY WEIGHT 24LB
859610006328	BLUE WILDERNESS HEALTHY WEIGHT 4.5 LB
859610005703	BLUE WILDERNESS LARGE BREED 24LB
859610008872	BLUE WILDERNESS LB PUPPY CHICKEN 24LB
859610005659	BLUE WILDERNESS PUPPY 11LB
859610005635	BLUE WILDERNESS PUPPY 4.5 LB
859610005666	BLUE WILDERNESS PUPPY CHICKEN 24LB
840243105373	BLUE WILDERNESS SALMON 24LB
840243105359	BLUE WILDERNESS SALMON 4.5LB
840243105366	BLUE WILDERNESS SALMON DOG 11LB
859610005673	BLUE WILDERNESS SMALL BREED ADULT 4.5LB
840243104925	BLUE WILDERNESS SR CHICKEN 11LB
859610005734	BLUE WILDERNESS SR CHICKEN DOG 24LB
840243105724	BLUE WILDERNESS SR CHICKEN DOG 4.5LB

<b>Active UPC</b>	<b>Description</b>
859610005888	BLUE WILD BEEF/CHK GRILL 12.5OZ
840243105755	BLUE WILD TROUT/CHK GRILL 12.5OZ
840243112920	BLUE WILDERNESS SALMON/ CKN DOG 12.5 OZ
840243104864	BLUE WILDERNESS DUCK /CHICKEN 12.5OZ
840243105762	BLUE WILDERNESS SB TRK/CHK GRLL 5.5OZ
840243104857	BLUE WILDERNESS TRKY& CHKN GRILL 12.5 OZ
859610005345	BB EXUBERANCE! CHICKEN JERKY 3.25 OZ
859610005369	BB HIP/JOINT CHICKEN JERKY 3.25 OZ
859610005321	BB TRANQUILITY CKN JERKY 3.25 OZ
859610005505	WILDERNESS CHICKEN JERKY 3.25Z
859610005529	WILDERNESS TURKEY JERKY 3.25Z
840243102075	Basics LID + Grain Free Adult Indoor Fish 11 lb
840243102068	Basics LID + Grain Free Adult Indoor Fish 5 lb
840243100040	Basics LID + Grain Free Adult Lamb 11 lb
840243100057	Basics LID + Grain Free Adult Lamb 22 lb
840243100033	Basics LID + Grain Free Adult Lamb 4 lb
840243105441	Basics LID + Grain Free Adult Salmon 11 lb
840243105465	Basics LID + Grain Free Adult Salmon 22 lb
840243105427	Basics LID + Grain Free Adult Salmon 4 lb
840243100064	Basics LID + Grain Free Large Breed Adult Lamb 22 lb
840243101559	Basics LID + Grain Free Mature Indoor Turkey 11 lb
840243101542	Basics LID + Grain Free Mature Indoor Turkey 5 lb
840243100071	Basics LID + Grain Free Small Breed Adult Lamb 4 lb
840243102211	BLUE Flaked Chicken 3 oz
840243102334	BLUE Flaked Chicken 5.5 oz
840243102204	BLUE Flaked Fish and Shrimp 3 oz
840243102358	BLUE Flaked Fish and Shrimp 5.5 oz
840243102228	BLUE Flaked Tuna 3 oz
840243102341	BLUE Flaked Tuna 5.5 oz
840243102235	BLUE Grilled Chicken Filets 3 oz
840243102242	BLUE Grilled Salmon Filets 3 oz

<b>Active UPC</b>	<b>Description</b>
840243102273	BLUE Meaty Morsels Chicken 3 oz
840243109562	BLUE Meaty Morsels Chicken 5.5 oz
840243102266	BLUE Meaty Morsels Tuna 3 oz
840243102136	BLUE Pate Adult Indoor Chicken Entrée 3 oz
840243102303	BLUE Pate Adult Indoor Chicken Entrée 5.5 oz
840243102143	BLUE Pate Adult Indoor Salmon Entrée 3 oz
840243102297	BLUE Pate Adult Indoor Salmon Entrée 5.5 oz
840243102167	BLUE Pate Adult Ocean Fish and Tuna Entrée 3 oz
840243102327	BLUE Pate Adult Ocean Fish and Tuna Entrée 5.5 oz
840243102150	BLUE Pate Adult Turkey & Chicken Entrée 3 oz
840243102280	BLUE Pate Adult Turkey & Chicken Entrée 5.5 oz
840243102129	BLUE Pate Kitten Chicken Entrée 3 oz
840243100125	Chunky Stew Chicken 12.5 oz
840243100149	Chunky Stew Lamb 12.5 oz
840243100156	Chunky Stew Turkey 12.5 oz
840243100699	Freedom Adult Healthy Weight Chicken 24 lb
840243100682	Freedom Adult Healthy Weight Chicken 4 lb
840243100804	Freedom Adult Lamb 11 lb
840243100811	Freedom Adult Lamb 24 lb
840243100798	Freedom Adult Lamb 4 lb
840243100828	Freedom Adult Large Breed Lamb 24 lb
840243100842	Freedom Grain Free Grillers™ Beef 12.5 oz
840243100859	Freedom Grain Free Grillers™ Chicken 12.5 oz
840243100866	Freedom Grain Free Grillers™ Lamb 12.5 oz
840243100873	Freedom Grain Free Grillers™ Turkey 12.5 oz
840243101740	Freedom Indoor Adult Fish 5.5 oz
840243101726	Freedom Indoor Kitten Chicken 3 oz
840243101719	Freedom Indoor Kitten Chicken 5 lb
840243100781	Freedom Puppy Large Breed Chicken 24 lb
840243100712	Freedom Puppy Small Breed Chicken 11 lb
840243100705	Freedom Puppy Small Breed Chicken 4 lb



<b>Active UPC</b>	<b>Description</b>
840243100651	Freedom Senior Chicken 4 lb
840243101986	LPF Adult Cat Weight Control 15lb
840243101580	LPF Indoor Adult Hairball Chicken 15 lb
840243101566	LPF Indoor Adult Hairball Chicken 3 lb
840243101573	LPF Indoor Adult Hairball Chicken 7 lb
840243101894	Naturally Fresh Attract 14 lb
840243101900	Naturally Fresh Scented 14 lb
840243101887	Naturally Fresh Scented 6 lb
840243101863	Wild Delights Flaked Adult Chicken & Trout 5.5 oz
840243101870	Wild Delights Flaked Adult Chicken & Turkey 5.5 oz
840243101191	Wilderness Adult Chicken Small Bite 11 lb
840243101207	Wilderness Adult Chicken Small Bite 24 lb
840243101252	Wilderness Adult Healthy Weight Turkey & Chicken 12.5 oz
840243101184	Wilderness Adult Large Breed Salmon 24 lb
840243101849	Wilderness Kitten Salmon 3 oz
840243101856	Wilderness Mature Chicken 5.5 oz
840243101238	Wilderness Puppy Turkey & Chicken 12.5 oz
840243109623	Wilderness Rocky Mountain Recipes Adult Rabbit Cat 4 lb
840243101047	Wilderness Rocky Mountain Recipes Adult Rabbit Dog 10 lb
840243101054	Wilderness Rocky Mountain Recipes Adult Rabbit Dog 22 lb
840243101030	Wilderness Rocky Mountain Recipes Adult Rabbit Dog 4 lb
840243101801	Wilderness Rocky Mountain Recipes Adult Trout 10 lb
840243102006	Wilderness Rocky Mountain Recipes Adult Trout 10 lb Dog
840243101023	Wilderness Rocky Mountain Recipes Adult Trout 22 lb Dog
840243101795	Wilderness Rocky Mountain Recipes Adult Trout 4 lb
840243101993	Wilderness Rocky Mountain Recipes Adult Trout 4 lb Dog
840243101245	Wilderness Senior Turkey & Chicken 12.5 oz
840243109630	Wilderness Rocky Mountain Recipes Adult Rabbit Cat 10 lb
840243101283	Wilderness Wolf Creek Stew Beef 12.5 oz
840243101269	Wilderness Wolf Creek Stew Chicken 12.5 oz
840243101276	Wilderness Wolf Creek Stew Duck 12.5 oz

<b>Active UPC</b>	<b>Description</b>
840243101290	Wilderness Wolf Creek Stew Salmon 12.5 oz
840243101832	Wilderness Indoor Adult Hairball Chicken 11 lb
840243101825	Wilderness Indoor Adult Hairball Chicken 5 lb
859610005222	BB BLUE BITES CHICKEN 6 OZ
859610005246	BB BLUE BITES SALMON 6 OZ
859610005185	BB BLUE BITS TRAINING CHICKEN 4 oz
859610006434	BB BLUE STIX LAMB & APPLES 6 OZ
859610005208	BB BLUE TRAINING BITS TURKEY 4 oz
859610008391	BB CHICKEN & BROWN RICE STIX 6 OZ
859610008414	BB SALMON & POTATO STIX 6 OZ
859610008339	BB SALMON TRAINING BITS 4 OZ
859610006496	WILDERNESS CHICKEN BITES 4Z
859610006519	WILDERNESS SALMON BITES 4Z
840243100309	BLUE Mini Stix -- Lamb & Apples
840243100323	BLUE Mini Stix -- Salmon & Potato
840243101306	WILD Bits Trail Treats -- Chicken (Soft Moist)
840243101337	WILD Bits Trail Treats -- Duck (Soft Moist)
840243101320	WILD Bits Trail Treats -- Salmon (Soft Moist)
859610007820	BLUE BUFFALO KITTY YUMS CHICKEN 2OZ
859610007844	BLUE BUFFALO KITTY YUMS SALMON 2OZ
859610007868	BLUE BUFFALO KITTY YUMS SEAFOOD 2OZ
859610007882	BLUE BUFFALO KITTY YUMS TUNA 2OZ
859610008315	BLUE BUFFALO WILD CAT TREAT CHKN&DCK 2OZ
859610007943	BLUE BUFFALO WILD CAT TREAT CHKN&SLM 2OZ
859610007967	BLUE BUFFALO WILD CAT TREATS CKN&TRT 2OZ
859610007905	BLUE BUFFALO WILD CAT TREATS CKN&TRKY 2OZ
840243101641	BLUE Kitty Yums Turkey 2oz
840243100408	BLUE Bones Puppy Regular 12oz
840243102389	BLUE Kitchen Cravings Meatballs - Chicken
840243102402	BLUE Kitchen Cravings Sausage - Chicken
840243102808	BLUE Kitchen Cravings Sizzlers - Chicken

<b>Active UPC</b>	<b>Description</b>
840243102815	BLUE Kitchen Cravings Sizzlers - Pork
840243103492	LPF Indoor WC Hairball Chicken 3 lb
840243103508	LPF Indoor WC Hairball Chicken 7 lb
840243103522	LPF Mature Indoor Hairball Chicken 7 lb
840243109975	BLUE HG Grilled Chicken 5.5 oz
840243109586	BLUE HG Mature Chicken Indoor Pate 3 oz
840243102709	LPF Adult Large Breed Lamb 30 lb
840243109951	Blue Divine Delight SB Beef (Pouch) 3 oz
840243109913	Blue Divine Delight SB Chicken (Pouch) 3 oz
840243109937	Blue Divine Delight SB Duck (Pouch) 3 oz
840243109968	Blue Divine Delight SB Lamb (Pouch) 3 oz
840243109944	Blue Divine Delight SB Salmon (Pouch) 3 oz
840243109920	Blue Divine Delight SB Turkey (Pouch) 3 oz
840243102761	Healthy Starts Country Skillet with Turkey & Egg
840243102785	Healthy Starts Northwest Skillet with Salmon & Egg
840243102754	Healthy Starts Southwest Skillet with Beef & Egg
840243102778	Healthy Starts Sunrise Skillet with Chicken & Egg
840243100170	Homestyle Recipe Adult HW Chicken Pate 12.5 oz
840243103607	Freedom Flaked Indoor Adult Chicken 5.5 oz
840243103645	Freedom Indoor Mature Chicken 5.5 oz
840243102921	Freedom Adult Beef 12.5 oz
840243102938	Freedom Adult Lamb 12.5 oz
840243102945	Freedom Senior Chicken 12.5 oz
840243103713	Wilderness Indoor Adult Weight Control Hairball Chicken 11 lb
840243103706	Wilderness Indoor Adult Weight Control Hairball Chicken 5 lb
840243109982	Wild Delights Flaked Kitten Chicken & Trout 3 oz
840243103737	Wild Delights Minced Adult Chicken & Trout 5.5 oz
840243103720	Wild Delights Minced Adult Chicken & Turkey 5.5 oz
840243101979	Wilderness Rocky Mountain Recipes Adult Trout 5.5 oz
840243110032	Wilderness LB Senior Chicken 24 lb
840243110025	Wilderness Toy Breed Adult Chicken 4lb

<b>Active UPC</b>	<b>Description</b>
840243103072	Wild Cuts Trail Toppers Chunky Beef Bites in Hearty Gravy - Dog
840243103058	Wild Cuts Trail Toppers Chunky Chicken Bites in Hearty Gravy - Dog
840243103065	Wild Cuts Trail Toppers Chunky Duck Bites in Hearty Gravy - Dog
840243103089	Wild Cuts Trail Toppers Chunky Salmon Bites in Hearty Gravy - Dog
859610005260	BLUE Bones Mini Dog 12oz
859610005307	BLUE Bones Regular Dog 12oz
859610005284	BLUE Bones Small Dog 12oz
859610006472	BLUE Bones Large Dog 12oz
859610009091	BLUE Bones Large Dog 27oz
859610009039	BLUE Bones Mini Dog 27oz
859610009077	BLUE Bones Regular Dog 27oz
859610009053	BLUE Bones Small Dog 27oz
859610006632	Boo Bars - Pumpkin & Cinnamon
859610009350	Santa Stew HolidayFeast 12.5oz
859610008452	BLUE DIVINE DELIGHT SB CHICKEN 3OZ
859610008476	BLUE DIVINE DELIGHT SB DUCK 3OZ
859610008537	BLUE DIVINE DELIGHT SB TRKY 3OZ
859610008438	BLUE DIVINE DELIGHTS SB BEEF 3OZ
859610008490	BLUE DIVINE DELIGHTS SB LAMB 3OZ
859610008513	BLUE DIVINE DELIGHTS SB SALMON 3OZ
840243101917	Basics LID + Grain Free Adult Duck 12.5 oz
840243103799	Basics LID + Grain Free Adult Lamb 12.5 oz
840243104093	Wilderness Adult Large Breed Healthy Weight Chicken 24 lb
840243104055	Wilderness Adult Small Breed Healthy Weight Chicken 11 lb
840243104048	Wilderness Adult Small Breed Healthy Weight Chicken 4.5 lb
840243116652	BLUE Chicken Bits Value Size Dog 9oz
840243116676	BLUE Stix Chicken and Brown Rice Value Size Dog 13oz
840243112739	BLUE Adult Hairball Control Chicken Cat 0.9kg MEX/CAN

<b>Active UPC</b>	<b>Description</b>
840243112722	BLUE Adult Hairball Control Chicken Cat 2.3kg MEX/CAN
840243112777	BLUE Adult Indoor Chicken Cat 0.9kg MEX/CAN
840243112760	BLUE Adult Indoor Chicken Cat 2.3kg MEX/CAN
840243112654	BLUE Adult Indoor Salmon Cat 0.9kg MEX/CAN
840243112661	BLUE Adult Indoor Salmon Cat 2.3kg MEX/CAN
840243112678	BLUE Adult Sensitive Stomach Chicken Cat 0.9kg MEX/CAN
840243112685	BLUE Adult Sensitive Stomach Chicken Cat 2.3kg MEX/CAN
840243112784	BLUE Adult Weight Control Chicken Cat 0.9kg MEX/CAN
840243112791	BLUE Adult Weight Control Chicken Cat 2.3kg MEX/CAN
840243113040	BLUE Kitten Chicken Cat 2.3kg MEX/CAN
840243113439	BLUE Freedom Adult Chicken Dog 10.0kg MEX/CAN
840243113446	BLUE Freedom Adult Chicken Dog 4.5kg MEX/CAN
840243113453	BLUE Freedom Puppy Chicken Dog 10.0kg MEX/CAN
840243113460	BLUE Freedom Puppy Chicken Dog 4.5kg MEX/CAN
840243113477	BLUE Life Protection Formula Adult Chicken Dog 12.6kg MEX/CAN
840243113484	BLUE Life Protection Formula Adult Chicken Dog 2.5kg MEX/CAN
840243113491	BLUE Life Protection Formula Adult Chicken Dog 6.0kg MEX/CAN
840243113521	BLUE Life Protection Formula Adult Fish Dog 12.6kg MEX/CAN
840243113538	BLUE Life Protection Formula Adult Fish Dog 2.5kg MEX/CAN
840243113545	BLUE Life Protection Formula Adult Fish Dog 6.0kg MEX/CAN
840243113576	BLUE Life Protection Formula Adult Healthy Weight Chicken Dog 12.0kg MEX/CAN
840243113583	BLUE Life Protection Formula Adult Healthy Weight Chicken Dog 2.5kg MEX/CAN
840243113590	BLUE Life Protection Formula Adult Healthy Weight Chicken Dog 6.0kg MEX/CAN
840243113606	BLUE Life Protection Formula Adult Lamb Dog 12.6kg MEX/CAN

<b>Active UPC</b>	<b>Description</b>
840243113613	BLUE Life Protection Formula Adult Lamb Dog 2.5kg MEX/CAN
840243113620	BLUE Life Protection Formula Adult Lamb Dog 6.0kg MEX/CAN
840243113651	BLUE Life Protection Formula Adult Large Breed Chicken Dog 12kg MEX/CAN
840243113668	BLUE Life Protection Formula Adult Large Breed Chicken Dog 6.0kg MEX/CAN
840243113682	BLUE Life Protection Formula Adult Small Breed Chicken Dog 0.9kg MEX/CAN
840243113699	BLUE Life Protection Formula Adult Small Breed Chicken Dog 2.5kg MEX/CAN
840243113729	BLUE Life Protection Formula Adult Small Breed Healthy Weight Chicken Dog 2.5kg MEX/CAN
840243113736	BLUE Life Protection Formula Adult Small Breed Lamb Dog 0.9kg MEX/CAN
840243113743	BLUE Life Protection Formula Adult Small Breed Lamb Dog 2.5kg MEX/CAN
840243113798	BLUE Life Protection Formula Puppy Chicken Dog 2.5kg MEX/CAN
840243113811	BLUE Life Protection Formula Puppy Chicken Dog 6.0kg MEX/CAN
840243113842	BLUE Life Protection Formula Puppy Large Breed Chicken Dog 12.0kg MEX/CAN
840243113859	BLUE Life Protection Formula Puppy Large Breed Chicken Dog 6.0kg MEX/CAN
840243113866	BLUE Life Protection Formula Puppy Small Breed Chicken Dog 0.9kg MEX/CAN
840243113880	BLUE Life Protection Formula Puppy Small Breed Chicken Dog 2.5kg MEX/CAN
840243113903	BLUE Life Protection Formula Senior Chicken Dog 12.6kg MEX/CAN
840243113910	BLUE Life Protection Formula Senior Chicken Dog 2.5kg MEX/CAN
840243113927	BLUE Life Protection Formula Senior Chicken Dog 6.0kg MEX/CAN

<b>Active UPC</b>	<b>Description</b>
840243113958	BLUE Life Protection Formula Senior Small Breed Chicken Dog 2.5kg MEX/CAN
840243113972	BLUE Wilderness Adult Chicken Dog 10.89kg MEX/CAN
840243113989	BLUE Wilderness Adult Chicken Dog 2.04kg MEX/CAN
840243113996	BLUE Wilderness Adult Chicken Dog 4.99kg MEX/CAN
840243114009	BLUE Wilderness Adult Duck Dog 10.89kg MEX/CAN
840243114016	BLUE Wilderness Adult Duck Dog 2.04kg MEX/CAN
840243114023	BLUE Wilderness Adult Duck Dog 4.99kg MEX/CAN
840243114030	BLUE Wilderness Adult Salmon Dog 10.89kg MEX/CAN
840243114047	BLUE Wilderness Adult Salmon Dog 2.04kg MEX/CAN
840243114054	BLUE Wilderness Adult Salmon Dog 4.99kg MEX/CAN
840243114061	BLUE Wilderness Adult Small Breed Chicken Dog 2.04kg MEX/CAN
840243114078	BLUE Wilderness Adult Small Breed Chicken Dog 4.99kg MEX/CAN
840243112944	BLUE CHICKEN & BROWN RICE ADULT 33LB
840243112951	BLUE LARGE BREED ADULT 33LB
840243112968	BLUE LAMB AND BROWN RICE ADULT 33LB
840243112975	BLUE FISH & SWEET POTATO 33LB
840243112982	BB CAT ADULT INDOOR 17LB
840243112999	BB ADULT FORMULA DRY CAT FOOD 17 LB
840243113002	BB SENSITIVE STOMACH 17 LB
840243113019	BB CAT ADULT INDOOR SALMON CAT FOOD 17#
859610006472	BLUE Bones Large Dog 12oz
859610009091	BLUE Bones Large Dog 27oz
859610005260	BLUE Bones Mini Dog 12oz
859610009039	BLUE Bones Mini Dog 27oz
859610005307	BLUE Bones Regular Dog 12oz
859610009077	BLUE Bones Regular Dog 27oz
859610005284	BLUE Bones Small Dog 12oz
859610009053	BLUE Bones Small Dog 27oz

**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 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](http://www.clg.org).

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

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



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

- 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.

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

**BASIC INFORMATION** .....3

1. Why is this Notice being provided?

2. What is this lawsuit about?

3. Why is this a class action?

4. Why is there a settlement?

**WHO IS IN THE SETTLEMENT?**.....4

5. Am I a Settlement Class Member?

6. Are there exceptions to being included?

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

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

**THE SETTLEMENT BENEFITS**.....5

9. What does the Settlement provide?

**HOW TO GET A PAYMENT OR OTHER BENEFITS**.....8

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

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

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

**EXCLUDING YOURSELF FROM THE SETTLEMENT** .....9

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

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

15. How do I opt out of the Settlement?

**THE LAWYERS REPRESENTING YOU**.....10

16. Do I have a lawyer in the case?

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

**OBJECTING TO THE SETTLEMENT** .....11

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

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

**THE COURT'S APPROVAL HEARING** .....12

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

21. Do I have to come to the hearing?

**GETTING MORE INFORMATION**.....12

22. How do I get more information?

## 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 M[x] Justice [Name of Judge] 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.

## 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](http://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 251 Laurier Ave. West, Suite 900, Ottawa, Ontario, K1P 5J6 or send an e-mail to [info@clg.org](mailto: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 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 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](http://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 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.

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

3. The name and address of your lawyer, if any.
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 [insert opt-out deadline] 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 [insert deadline], 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 [insert deadline]. 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

### 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 [insert objection deadline]. 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 decide whether to approve the Settlement?

On [Settlement Approval Hearing Date], 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](http://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](mailto: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](mailto: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.



SHORT FORM NOTICE

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

A 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 Ontario Superior Court of Justice will hold a hearing to decide whether to approve the settlement, so that the benefits can be issued. Those included in the proposed Settlement Class have legal rights and options. More information is in the Long Form Notice, which is available at [www.clg.org](http://www.clg.org).

**WHAT IS THIS ABOUT?**

The Plaintiff alleges that the Defendants have made certain misrepresentations in respect of Blue Buffalo Pet Food Products marketed in Canada. 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 allegations, or any of the Defendants’ defences. Instead, the Plaintiff and Defendants have entered into a settlement agreement to end the litigation.

**WHO IS INCLUDED?**

If the settlement is approved by the Court, the settlement will include all residents in Canada who have purchased Blue Buffalo Pet Food Products on or before September 8, 2019. Each of these persons is a Settlement Class Member.

**WHAT DOES THE SETTLEMENT PROVIDE?**

Listed Class Members will automatically receive one payment of CAD\$94.75, without the need to make any claim. Listed Class Members are Settlement Class

Members who (i) registered with Consumer Law Group on or before September 8, 2019, and (ii) do not opt out of the Settlement Class. If you did not register with Consumer Law Group on or before September 8, 2019, you will not receive any payment, even if you are a Settlement Class Member.

The settlement also provides for charitable donations totaling CAD\$375,000 to registered charities promoting the welfare of cats and dogs in Canada.

The Long Form Notice and the Settlement Agreement, available at [www.clg.org](http://www.clg.org), describe in detail the benefits available under the proposed settlement. In the event of any conflict between this notice and the Settlement Agreement, the Settlement Agreement shall prevail.

**YOUR OPTIONS**

If you do not want to be legally bound by the settlement, you must exclude yourself from the Settlement Class by **[insert opt-out deadline]**, or you will not be able to sue the Defendants about the legal claims this settlement resolves, ever again. If you exclude yourself, you cannot get any benefits from the settlement. If you stay in the settlement Class, you may object to the settlement by **[insert objection date]**. The Long Form Notice explains how to exclude yourself or object.

The Court will hold a hearing in the case known as *Hardwick v. Blue Buffalo Company, Ltd. and Blue Buffalo Pet Products, Inc.*, Court File No. 16-67441 on **[insert date of Settlement Approval Hearing]** at 161 Elgin St., Ottawa, Ontario, to consider whether to approve the settlement, as well as a request by Class Counsel for legal fees and disbursements in the amount of CAD\$295,000, plus HST, to be paid by the Defendants. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. For more information, use the contact information shown below.



**ON HEARING** the submissions of counsel for the Plaintiff and counsel for the Defendants;

**AND** without any admission of liability on the part of the Defendants, which have denied any and all liability,

**THIS COURT HEREBY ORDERS AND DECLARES AS FOLLOWS:**

**Interpretation**

1. The Agreement is hereby incorporated by reference into and forms part of this Order. The definitions set out in the Agreement also apply to and are incorporated into this Order.
2. In the event of any conflict between the Agreement and this Order, this Order shall prevail.
3. The insertion of headings into this Order is for convenience of reference only and shall not affect the construction or interpretation of this Order or the Agreement.

**Certification of Class Proceeding for Settlement Purposes**

4. This action is hereby certified as a class proceeding for settlement purposes only on the terms and conditions set out in this Order and in the Agreement.
5. The Class is defined as:

All residents in Canada who purchased Blue Buffalo Pet Food Products in Canada on or before September 8, 2019.
6. The Plaintiff is hereby appointed as the representative Plaintiff in the Action.
7. The claims asserted on behalf of the Class are claims for declaratory and injunctive relief, damages (including punitive damages), an accounting and disgorgement and other relief based upon allegations of breach of express and implied warranties, civil fraud and fraudulent concealment, negligence, misrepresentation, breach of consumer protection legislation, unjust enrichment, and violation of the Competition Act, R.S.C. 1985, c. C-34.

8. The only common issue is the Common Issue defined in the Agreement.

**Notice Publication and Dissemination**

9. The form and content of the Class Notice (Short and Long Form), substantially in the form attached as Appendix “B” is hereby approved.

10. The Class Notice shall be published and disseminated in accordance with the Notice Plan on or before [date], by the Parties in accordance with their respective obligations as set out in the Agreement.

11. It is hereby declared that the publication and dissemination of the Class Notice in accordance with this Order and the Notice Plan will provide reasonable notice of the Settlement and the other matters set forth in the Class Notice to all persons entitled to receive notice of the same, and will satisfy the requirements of Canadian natural justice and the *Class Proceedings Act, 1992*, S.O. 1992 c. 6 (the *Class Proceedings Act*).

**Settlement Approval Hearing Date**

12. The Settlement Approval Hearing will take place at 161 Elgin St., Ottawa, Ontario at 10:00 am on [Settlement Approval Hearing Date] to determine whether the Agreement and the Class Counsel Fee should be approved by this Court pursuant to the *Class Proceedings Act*.

13. The date and time of the Settlement Approval Hearing shall be set forth in the Class Notice but may be subject to adjournment by the Court without further publication or dissemination of notice to Class Members, other than notice of such adjournment which shall be posted on the Website.

**Opting Out**

14. The Opt-Out Deadline shall be [Class Notice Date + 45 Days] and no Class Member may opt out of this class action after the Opt-Out Deadline has passed.

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

15. The form and content of the Opt-Out Request, substantially in the form attached as Appendix “C” is hereby approved.

16. A member of the Settlement Class may opt out of this Agreement, but any member of the Settlement Class who elects to opt out may only validly and effectively do so by delivering an Opt-Out Request to the Settlement Administrator in the manner provided in the Agreement on or before the Opt-Out Deadline.

17. An election to opt out will not be valid or effective unless the Opt-Out Request is actually received by the Settlement Administrator on or before the Opt-Out Deadline.

18. All members of the Class who do not validly and effectively opt out by the Opt-Out Deadline shall be deemed to be members of the Settlement Class and shall bound by the terms of this Order and the Agreement.

19. Any member of the Class who does not opt out in accordance with the terms of this Order and the Agreement shall consent and shall be deemed to have consented to a dismissal of any other action or proceeding that he, she or it has commenced against any Releasee related to the matters at issue in the Action.

20. Any Class Member who elects to opt out of this class action in accordance with the provisions of this Order may not also object to or comment on the Settlement Agreement and any such objection or comments received therefrom shall be deemed withdrawn.

**Objection Procedure**

21. In this Order, an “Objector” is any person who has an objection to the Agreement or the Class Counsel Fee.

22. At the Settlement Approval Hearing, this Court will hear submissions from any Objector who has complied with this Order. Unless this Court orders otherwise, any Objector who fails to comply with this Order shall be deemed to have waived his or her objection.

23. Every Objector must serve and file a “Statement of Objection” in accordance with this Order. Every Statement of Objection shall:

**EXHIBIT "C" TO THE CANADIAN SETTLEMENT AGREEMENT IN *HARDWICK V. BLUE BUFFALO***

- (a) be made in writing and include a heading that refers to this Action by name and court file number;
- (b) contain the Objector's full name and address;
- (c) declare that the Objector has purchased a Blue Buffalo Pet Food Product in Canada;
- (d) provide a statement of the Objector's specific objection and the grounds and arguments for the objection;
- (e) have attached or included all documents and other writings or support for the objection that the Objector wishes this Court to consider at the Approval Hearing;
- (f) include any and all evidence the Objector offers in support of the Objection, including any sworn affidavits; and
- (g) be signed and dated by the Objector.

24. A Statement of Objection must be served upon Class Counsel and Defence Counsel and filed with this Court no later than [Objection Deadline].

25. Unless otherwise ordered by this Court, a Statement of Objection will not be considered by this Court at the Approval Hearing unless it complies with paragraph 23 of this order and has been served and filed in accordance with paragraph 24 of this Order.

26. An Objector must be an individual person. No objection may be made as or on behalf of a group, class, or subclass.

27. No objection may be made by any appointees, assignees, claims brokers, claims filing services, claims consultants or third-party claims organizations, except that an Objection may be submitted by counsel on behalf of an individual Objector.

**Settlement Administration**

28. The Agreement provides that Class Counsel shall administer the Settlement. Class Counsel is hereby appointed by this Court as the Settlement Administrator and it shall perform the duties set out in this Order and Section 10 of the Agreement.

**No Admission of Liability**

29. Nothing in this Order shall be deemed, construed or interpreted to be an admission of any violation of any statute or law, or an admission of any wrongdoing or liability by the Defendants, or an admission of the truth of any of the claims or allegations contained in the Action or any other pleading filed by the Plaintiff.

**Termination**

30. This Order shall be declared null and void on subsequent motion made on notice in the event that the Agreement is terminated in accordance with its terms.

**Jurisdiction and Application for Directions**

31. It is hereby declared that the Defendants and the Settlement Administrator have acknowledged the jurisdiction of this Court in this Action and have attorned to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Agreement and this Order and subject to the terms and conditions set out in the Agreement and this Order.

32. For the purposes of administration and enforcement of this Order and the Agreement, this Court will retain an ongoing supervisory role.

33. The Defendants or Class Counsel may apply, on notice to all parties, to this Court for directions in respect of the implementation or administration of this Order or the Agreement.

**Costs**

34. There will be no costs of this motion.

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THE HONOURABLE JUSTICE [INSERT]



**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE )  
JUSTICE )  
)  
)  
)  
)

\_\_\_ day, the \_\_\_ day  
of \_\_\_\_\_, 2021

B E T W E E N:

BRIAN HARDWICK

Plaintiff

- and -

BLUE BUFFALO COMPANY, LTD. AND BLUE BUFFALO PET PRODUCTS, INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER  
(Settlement Approval)**

**THIS MOTION**, made by the Plaintiff for an Order to approve the settlement agreement made with the Defendants to settle this Action (the "Agreement"), was heard on [date] at 161 Elgin St. Ottawa, Ontario.

**ON READING** the materials filed, including:

- (a) the Agreement attached to this order as Appendix "A";
- (b) the affidavit of [deponent] sworn [date];

**ON HEARING** the submissions of counsel for the Plaintiff and counsel for the Defendants;

**EXHIBIT "D" TO THE CANADIAN SETTLEMENT AGREEMENT IN *HARDWICK V. BLUE BUFFALO***

**AND** without any admission of liability on the part of the Defendants, which have denied any and all liability,

**THIS COURT HEREBY ORDERS AND DECLARES AS FOLLOWS:**

**Interpretation**

1. The Agreement is hereby incorporated by reference into and forms part of this Order. The definitions set out in the Agreement also apply to and are incorporated into this Order.
2. In the event of any conflict between the Agreement and this Order, this Order shall prevail.
3. The insertion of headings into this Order is for convenience of reference only and shall not affect the construction or interpretation of this Order or the Agreement.

**Class Notice**

4. The Settlement Administrator and the Defendants have published and disseminated the Class Notice in accordance with the Notice Plan and the Notice Approval Order. The publication and dissemination of the Class Notice first occurred on [date] and that date is hereby declared to be the Class Notice Date.
5. The publication and dissemination of the Class Notice by the Settlement Administrator and the Defendants has satisfied the requirements of Canadian principles of natural justice and the notice requirements of sections 19 and 29 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 (the *Class Proceedings Act*).

**Settlement Approval**

6. The Agreement is fair, reasonable and in the best interests of the Class, and it is hereby approved pursuant to s. 29 of the *Class Proceedings Act*. The Agreement shall be implemented and enforced in accordance with its terms.
7. This Order and the Agreement are binding upon the Settlement Class, including any Settlement Class Member who is a minor or mentally incapable, and the requirements of

**EXHIBIT "D" TO THE CANADIAN SETTLEMENT AGREEMENT IN *HARDWICK V. BLUE BUFFALO***

rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, are hereby dispensed with in respect of this Action.

**Released Claims**

8. It is hereby declared that each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

9. No Releasor or any legally authorized representative of a Releasor may file, commence, prosecute, intervene in, or participate as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the Released Claims.

10. No Releasor or any legally authorized representative of a Releasor may file, commence, or prosecute any lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any other person (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the Released Claims.

11. No Releasor or any legally authorized representative of a Releasor may attempt to effect an opt out of a class of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to or arising out of the Released Claims.

12. No Releasor may now or hereafter institute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any person who may claim contribution or indemnity, or other claims over for relief, from any Releasee in respect of any Released Claim or any matter related thereto.

13. Any proceeding against any Releasee related to the Released Claims shall be immediately dismissed and the Parties shall request any court in which such claim is or has been commenced to order the immediate dismissal of the same.

**No Admission of Liability**

14. Nothing in this Order shall be deemed, construed or interpreted to be an admission of any violation of any statute or law, or an admission of any wrongdoing or liability by the Defendants, or an admission of the truth of any of the claims or allegations contained in the Action or any other pleading filed by the Plaintiff.

**Termination**

15. This Order shall be declared null and void on subsequent motion made on notice in the event that the Agreement is terminated in accordance with its terms.

**Jurisdiction and Application for Directions**

16. The Defendants and the Settlement Administrator have acknowledged the jurisdiction of this Court and have attorned to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Agreement and this Order and subject to the terms and conditions set out in the Agreement and this Order.

17. For the purposes of administration and enforcement of this Order and the Agreement, this Court will retain an ongoing supervisory role.

18. The Defendants or Class Counsel may apply, on notice to all parties, to the court for directions in respect of the implementation or administration of this Order or the Agreement.

**Discontinuance**

19. Forthwith after the Final Order Date, the Plaintiff shall serve and file a Notice of Discontinuance of this Action in its entirety, and the Action shall thereupon be wholly discontinued, without costs. Having regard to rule 23.04(1) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, the discontinuance shall be a defence to any subsequent action against any Releasee based on, relating to or arising out of the Released Claims.

**Publication of this Order**

20. The Settlement Administrator shall forthwith publish a copy of this Order on the Website, together with a brief statement that the Agreement has been approved in accordance with this Order.

**Costs**

21. There will be no costs of this motion.

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THE HONOURABLE JUSTICE [INSERT]

**OPT-OUT REQUEST**

If you wish to remove yourself from the Settlement Class, you must complete and mail this form to Class Counsel no later than the Opt-Out Deadline, which is 11:59 pm on [insert Opt Out Deadline].

**This Opt-Out Request will not be effective unless it is sent by regular mail to Class Counsel and postmarked on or before the Opt-Out Deadline. Class Counsel's mailing address is:**

Jeff Orenstein  
251 Laurier Avenue West, Suite 900  
Ottawa, Ontario  
K1P 5J6

Any Class Member who does not submit a properly completed Opt-Out Request form before the Opt-Out Deadline will be deemed to be a member of the Settlement Class upon the expiry of the Opt-Out Deadline.

If you registered with Class Counsel on or before September 8, 2019 and you remove yourself from the Settlement Class by submitting this Opt-Out Request form to Class Counsel by the Opt-Out Deadline, you will not receive any payment under the Settlement Agreement.

Please provide all information requested in each section below:

**SECTION I – YOUR IDENTITY AND CONTACT INFORMATION**

First Name                                      Middle Initial(s)                                      Last Name  
□ □ □ □ □ □ □ □ □                                      □ □                                      □ □ □ □ □ □ □ □ □ □ □ □

Address, including apartment, unit and/or mailbox number  
□ □

City    Province    Postal Code  
□ □

Email  
□ □

**SECTION II – YOUR LAWYER'S IDENTIFY AND CONTACT INFORMATION**

If a lawyer is representing you in this matter, please provide the lawyer's information below. If you do not have a lawyer representing you in this matter, leave this section blank.

