

If you bought certain Zignature® pet food products labeled as “Grain Free” or “Chicken Free,” you may be eligible for benefits in a class action settlement

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

Para una notificación en español, visite www.PGPetFoodSettlement.com

- A proposed settlement has been reached in a class action lawsuit called *Gifford et al., v. Pets Global Inc.*, Case No. 2:21-CV-02136-CJC-MRW (C.D.Cal.) (the “Settlement”).
- Plaintiffs claim that certain pet food products manufactured or produced by Defendant Pets Global Inc (“Defendant” or “Pets Global”) and marketed or labeled as “grain free” or “chicken free,” were actually determined through third party testing to contain grain and chicken. Pets Global denies these allegations and believes that it has valid defenses to these claims. The Court has not decided who is right or wrong. Instead, both sides have agreed to the Settlement to avoid the risk and cost of further litigation.
- If the Settlement is approved by the Court, Pets Global agrees to monetary benefits to Class Members who timely submit a valid claim. Pets Global also agrees to revise product labels and marketing references so that any product label that makes a “chicken free” and “grain free” claim no longer contains those representations. Further, Pets Global has agreed to audit its suppliers moving forward.
- If you reside in the U.S. and purchased certain Zignature pet food products marketed or labeled as “Grain Free” or “Chicken Free” (“Products”) for personal, family or household use, and not for resale, from June 2, 2017 through June 24, 2022 (the “Class Period”), your legal rights are affected whether or not you act. ***Please read this notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS		
FILE A CLAIM	<ul style="list-style-type: none"> • File a claim for payment online or by mail • Be bound by the Settlement • Give up your right to sue or continue to sue Pets Global for the claims in this case 	Submit online or postmarked by December 21, 2022
ASK TO BE EXCLUDED (“OPT OUT”)	<ul style="list-style-type: none"> • Remove yourself from the Class and receive no payment • Keep your right to sue or continue to sue Pets Global for the claims in this case 	Delivered by October 31, 2022
OBJECT	<ul style="list-style-type: none"> • Tell the Court what you do not like about the Settlement — You will still be bound by the Settlement and you may still file a claim 	Delivered by October 31, 2022
ATTEND THE HEARING	<ul style="list-style-type: none"> • Ask to speak in Court about the Settlement — If you want your own attorney to represent you, you must pay for him or her yourself • File your Notice of Intent to Appear by October 31, 2022 	November 21, 2022
DO NOTHING	<ul style="list-style-type: none"> • Receive no payment • Give up your right to sue or continue to sue Pets Global for the claims in this case 	

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, www.PGPetFoodSettlement.com, regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the United States District Court for the Central District of California (the “Court”), and the case is called *Gifford et al., v. Pets Global Inc.*, Case No. 2:21-CV-02136-CJC-MRW. The individuals who sued, Paul Gifford, Mary Lou Molina, and Randy Miland are called the Plaintiffs and the company they sued, Pets Global, is called the Defendant.

2. What is this lawsuit about?

Plaintiffs claim that certain pet food products manufactured or produced by Pets Global and marketed or labeled as “grain free” or “chicken free,” were actually determined through third party testing to contain grain and chicken. Pets Global denies these allegations and believes that it has valid defenses to these claims.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Plaintiffs Paul Gifford, Mary Lou Molina, and Randy Miland) sue on behalf of people who have similar claims. All these people are a class or class members. Bringing a case, such as this one, as a class action allows adjudication of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

Pets Global denies that it did anything wrong. Both sides, with the assistance of an experienced mediator, Honorable Wayne R. Anderson, have agreed to the Settlement. Both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Class Representatives or the Defendant. The Class Representatives and their attorneys think the Settlement is in the best interests of the Class and is fair, reasonable, and adequate. The Defendant has denied, and continues to deny all allegations made by Plaintiffs in the original complaint and amended complaint.

WHO IS IN THE SETTLEMENT?

5. Am I part of the Settlement?

The Class consists of all individuals in the United States who purchased certain Zignature pet food Products marketed or labeled as “Grain Free” or “Chicken Free” for personal, family or household use, and not for resale, from June 2, 2017 through June 24, 2022(the “Class Period”). A complete list of the Products included in the Settlement is included in Question 6.

Excluded from the Class are jurists, mediators, Plaintiffs’ or Defense counsel and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; any government entity; Pets Global, any entity in which Pets Global has a controlling interest, any of Pets Global’s

subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family.

6. Which Products are included in the Settlement?

The Products included in the Settlement consist of:

Zignature Dry Dog Foods

Venison
Kangaroo Lamb
Salmon Whitefish
Guinea Fowl Duck
Goat
Trout & Salmon
Pork Turkey
Zssential Catfish

Zignature Small Bites

Lamb
Kangaroo
Trout & Salmon
Turkey
Zssential

Zignature Select Cuts

Lamb & Lamb Meal Formula
Turkey Formula
Trout & Salmon Meal Formula

Zignature Canned Dog Foods

Venison
Kangaroo
Lamb Salmon
Whitefish
Guinea Fowl
Duck
Goat
Trout & Salmon
Pork
Turkey
Zssential
Catfish

Zignature Ziggy Bar Treats For Dogs

Venison
Kangaroo
Lamb
Salmon
Whitefish
Guinea Fowl
Duck
Goat
Trout & Salmon
Pork
Turkey
Zssential
Catfish

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

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, you should visit the Settlement Website, www.PGPetFoodSettlement.com, or call the Settlement Administrator toll-free at 1-877-379-5993.

SETTLEMENT BENEFITS – WHAT CLASS MEMBERS GET

8. What does the Settlement provide?

The Settlement provides injunctive relief, monetary relief, and auditing of suppliers.

Injunctive Relief: Pets Global agrees to revise Product labels and marketing references so that any Product label that makes a “chicken free” and “grain free” claim no longer contains those representations. Pets Global will be able to sell all of the Product it has currently manufactured as of the Final Approval Order that contains these representations.

Monetary Relief: Settlement Class Members who provide Proof of Purchase may be entitled to recover up to ten dollars (\$10.00) for each purchase of a Product made by the Class Member during the Class Period and may make up to ten (10) Claims for a maximum of one hundred dollars (\$100.00). A cap of \$100 shall exist per Household. Settlement Class Members who do not provide Proof of Purchase may be entitled to recover a maximum total Settlement Benefit of five dollars (\$5.00) for purchases of a Product made by the Class Member. Class Members may make a claim based on Proofs of Purchase (with a cap of \$100), or may make a claim based on no Proofs of Purchase (with a cap of \$5), but may not do both.

Auditing of Suppliers: Pets Global agreed to audit all of the manufacturing plants of suppliers for a period of 5 years following the Court’s Final Approval Order. The audits of Pets Global’s suppliers will happen at least once a year and include the following: the visual inspection of all manufacturing machines that process, store, or otherwise come into contact with the petfood manufactured within said facility and purchased by Pets Global, an audit of the manufacturer’s manufacturing process and sourcing records, to confirm the accuracy of the ingredients being used in Pets Global’s products, and ensuring that all of the manufacturing processes used by the manufacturing plant adhere to quality control standards.

9. What can I get from the Settlement?

As described above, Class Members who timely submit a valid approved claim are entitled to receive Settlement compensation as outlined below.

(1) With Proof of Purchase: Class Members who submit valid claims with Proof of Purchase may be entitled to up to ten dollars (\$10.00) for each purchase during the Class Period, up to 10 products per household for a maximum benefit of \$100.

(2) Without Proof of Purchase: Class Members who submit a claim without Proof of Purchase may be entitled to a total settlement benefit of five dollars (\$5.00).

HOW TO GET A PAYMENT

10. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must complete and submit a timely Claim Form. The Claim Form can be obtained online at www.PGPetFoodSettlement.com or by writing or emailing the Settlement Administrator at the address listed below. All Claim Forms must be submitted online or postmarked by **December 21, 2022**.

Gifford v Pets Global
c/o JND Legal Administration
P.O. Box 91430
Seattle, WA 98111

If you do not submit a valid Claim Form by **December 21, 2022**, you will not receive a payment, but you will be bound by the Court's judgment.

11. When would I get my payment?

Payments will be made to Class Members who submit a valid and timely Claim Form after the Court grants "final approval" to the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It's always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

12. What am I giving up to get a payment or stay in the Settlement?

If you are a Class Member, unless you exclude yourself from the Settlement, you cannot sue Pets Global, continue to sue, or be part of any other lawsuit against Pets Global about the claims released in this Settlement. It also means that all the decisions by the Court will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement and describe the legal claims that you give up if you stay in the Settlement. The Released Claims do not include any claim against the Released Parties for personal injury allegedly arising out of use of the Products. The Settlement Agreement is available at www.PGPetFoodSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the Settlement or you want to keep the right to sue or continue to sue Pets Global on your own about the claims released in this Settlement, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Settlement.

13. How do I get out of the Settlement?

To exclude yourself (or "Opt-Out") from the Settlement, you must download and submit to the Settlement Administrator a completed exclusion form or submit a valid written request to Opt-Out. The request to Opt-Out must include the following:

- Your full name, current address, and telephone number;
- A statement saying that you want to be excluded from the Class;
- The case name and case number (*Gifford et al., v. Pets Global Inc.*, Case No. 2:21-CV-02136-CJC-MRW); and
- Your signature.

Your exclusion request must be delivered by **October 31, 2022** to:

Gifford v Pets Global - Exclusions
c/o JND Legal Administration
P.O. Box 91430
Seattle, WA 98111

QUESTIONS? Visit www.PGPetFoodSettlement.com or call toll-free at 1-877-379-5993

If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) Pets Global about the claims in this lawsuit.

If you don't include the required information or timely submit your request for exclusion, you will remain a Class Member and will not be able to sue Pets Global about the claims in this lawsuit.

14. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Pets Global for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments relating to the Settlement.

15. If I exclude myself, can I still get a Settlement payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

THE LAWYERS REPRESENTING YOU

16. Do I need to hire my own lawyer?

No. The Court has appointed Milberg Coleman Bryson Phillips & Grossman, PLLC as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will file a motion seeking a fee award not to exceed \$875,000, as well as Class Representative service awards in the amount of \$5,000 for each of the three named Class Representatives. Any attorney fee award or service award is ultimately determined by the Court.

OBJECTING TO THE SETTLEMENT

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

Any Class Member who does not timely and properly Opt-Out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement under Federal Rule of Civil Procedure 23. Objections can be submitted by U.S. mail, express mail, electronic transmission, or personal delivery, but to be timely, it must be delivered to the Settlement Administrator (not just postmarked or sent) **by October 31, 2022**.

The written objection must include:

- The case name and number (*Gifford et al., v. Pets Global Inc.*, Case No. 2:21-CV-02136-CJC-MRW);
- Your name, address, and telephone number;
- The name, address, and telephone number of all counsel (if any) representing you, including any

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former or current counsel who may be entitled to compensation for any reason if the objection is successful, and legal and factual support for the right to such compensation;

- Documents or testimony sufficient to establish your membership in the Class;
- A detailed statement of any objection asserted, including the grounds therefor;
- Whether you are requesting the opportunity to appear and be heard at the Final Approval Hearing;
- The identity of all counsel (if any) representing you who will appear at the Final Approval Hearing and, if applicable, a list of all persons who will be called to testify in support of the objection;
- Copies of any papers, briefs, or other documents upon which your objection is based;
- A detailed list of any other objections that you or your counsel have submitted to any class action settlement in any state or federal court in the United States in the previous five (5) years, or an affirmative statement that no such prior objection has been made; and
- Your signature, in addition to the signature of your attorney (if any).
- Three (3) different dates within the calendar month in which the objection was submitted in which you can be available for a deposition.

Your objection, along with any supporting material you wish to submit, must be delivered by **October 31, 2022** to the Settlement Administrator at the following address:

Gifford v Pets Global
c/o JND Legal Administration
P.O. Box 91430
Seattle, WA 98111

19. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on November 21, 2022 at the Ronald Reagan Federal Building and Courthouse, 411 West Fourth Street, Courtroom 9B, Santa Ana, CA, 92701-4516.

At the hearing, the Court will consider whether to give final approval to the Settlement, grant Class Counsel's request for attorneys' fees and expenses (in an amount to be approved by the Court, but not to exceed \$875,000), and grant Class Counsel's request for Class Representative service awards (in the amount of \$5,000 per named Class Representative). We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear." Your request must include your name, address, and telephone number, as well as the name, address, and telephone number of the person that will appear your behalf, as well as copies of any papers, exhibits, or other evidence that you or your counsel will present to the Court in connection with the Final Approval Hearing. Your request must be filed with the Clerk of the Court and served upon Class Counsel and the Settling Defendant's Counsel at the addresses below on or before **October 31, 2022**.

Clerk of the Court	Class Counsel
Office of the Clerk United States District Court for the Central District of California 312 N Spring Street Los Angeles, CA 90012	MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 900 W. Morgan Street Raleigh, NC 27603 Attn: J. Hunter Bryson hbryson@milberg.com
	Settling Defendant's Counsel
	MARTORELL LAW APC 6100 Center Drive, Suite 1130 Los Angeles, CA 90045 Attn: Jean-Paul Le Clerc JPLeClerc@martorell-law.com

If you do not provide a Notice of Intention to Appear in complete accordance with the deadline and specifications provided above, you will not be allowed to speak or otherwise present any views at the Final Approval Hearing.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Pets Global about the legal issues in this case, ever again.

QUESTIONS? Visit www.PGPetFoodSettlement.com or call toll-free at 1-877-379-5993

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at the Settlement Website, www.PGPetFoodSettlement.com. If you have additional questions, you can visit the Settlement Website or contact the Settlement Administrator:

Gifford v Pets Global
c/o JND Legal Administration
P.O. Box 91430
Seattle, WA 98111
info@PGPetFoodSettlement.com
1-877-379-5993

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE