

If You Bought a Diamond Pet Foods Product Any Time Prior to MAY 3, 2021 YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.

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

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

- There is a Proposed Settlement in a class action lawsuit that claims Diamond Pet Foods violated state laws regarding the labeling and marketing of certain Diamond pet food products (*see* Question 2, below). Diamond denies it did anything wrong and denies all of the claims made in this lawsuit. The Court did not rule in favor of either party. Instead, the Parties agreed to a Proposed Settlement in order to avoid the expense and risks of continuing the lawsuit. For instructions on how to obtain a copy of the Settlement Agreement, please see www.gffoodsettlement.com.
- Anyone residing in the United States or U.S. territories who bought one or more qualifying Diamond pet food products in the United States or U.S. territories, referred to as the “Product” or “Products” and listed below under Question 6, at any time after March 12th, 2017 and prior to May 3, 2021, is affected by the Proposed Settlement.
- Eligible purchasers may be entitled to a payment of up to \$100 if you have Proof of Purchase, or a payment of \$5 if you do not have Proof of Purchase.
- The Proposed Settlement will provide: (1) money to eligible Class Members who make claims, (2) the costs of notice and administration, (3) an Incentive Award to the named Plaintiffs, and (4) Attorneys’ Fees and Expenses to Class Counsel.
- Your legal rights are affected whether you act or not. **Read this Notice carefully because it explains decisions you must make and actions you must take now.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT	
DO NOTHING	Get no payment. Give up your rights to sue Defendant regarding any of the claims at issue in this case.
SUBMIT A CLAIM FORM	Receive a payment if a valid Claim Form is submitted by October 4, 2021 (<i>see</i> Question 12).
EXCLUDE YOURSELF FROM THE CLASS	Receive no money but keep the right to participate in another lawsuit against Defendant about the claims and products at issue in this case. You must send in a written request to be excluded by July 30, 2021 in order to be excluded (<i>see</i> Question 15).
OBJECT TO THE PROPOSED SETTLEMENT	You can write to the Court by July 30, 2021 to explain why you think the Settlement is not fair or reasonable or that it is otherwise improper (<i>see</i> Question 18).
GO TO A HEARING	If you file a written objection, you can ask by July 30, 2021 to speak in Court about the fairness of the Proposed Settlement (<i>see</i> Question 24). Even if you don’t wish to object, you can also appear at the hearing by filing a Notice of Appearance by July 30, 2021.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The deadlines may be moved, cancelled or otherwise modified. Consult the Settlement Website at www.gffoodsettlement.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to finally approve the Proposed Settlement. If the Settlement is approved by the Court, payment will take several months. Please be patient. If you do not exclude yourself from the Class, the Proposed Settlement (if approved) will release certain claims and will affect your right to start or continue any other lawsuit or proceeding involving the Products. The release is set forth in an agreement, called the “Settlement,” available at www.gffoodsettlement.com. It has been reprinted in full below (*see* Question 10).

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BASIC INFORMATION

1. Why was the Notice issued?

The Court ordered that this Notice be given because you purchased Diamond grain-free pet food products before May 3, 2021 and have the right to know about a Proposed Settlement of a class action lawsuit, and about your rights and options, before the Court decides whether to finally approve the Proposed Settlement. You can follow the progress of the Settlement on the Settlement Website.

This Notice explains: (1) this lawsuit, (2) the Proposed Settlement, (3) your legal rights, (4) what Benefits are available, (5) who is eligible for what Benefits under the Proposed Settlement, (6) how to get a Benefit, and (7) other important information.

Information about the Proposed Settlement is summarized below. The settlement agreement, called the “Settlement,” and available on the Settlement Website (www.gffoodsettlement.com), gives greater detail on the rights and duties of the Parties and Class Members.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

If you are a Class member, your legal rights are affected whether you act or do not act, so please read this notice carefully.

2. What is this lawsuit about?

The individuals who sued are called the “Plaintiffs.” Diamond is the “Defendant.” This lawsuit concerns claims that Defendant violated certain state laws and consumer protection statutes in connection with the sale, advertising, marketing, labeling, distribution, and manufacturing of certain Diamond grain-free pet food products. The lawsuit alleged that the labeling and marketing of certain Diamond products created the misleading impression among consumers that the Products were guaranteed free from any detectable levels of grain when lab tests allegedly detected these ingredients in the Products. Defendant denies all these claims.

The Court in charge of this lawsuit is the United States District Court for the Western District of Washington. The class action lawsuit is called *Shaw et al., v. Schell & Kampeter, Inc. d/b/a Diamond Pet Foods, Case No. 2:20-CV-01620-RAJ*.

Information about the Proposed Settlement is summarized in this Notice. More detail is provided in the settlement agreement, called the “Settlement,” and other documents (including the Second Amended Complaint), all available at www.gffoodsettlement.com.

3. What is a class action?

In a class action, one or more people called “named Plaintiffs” or “Class Representatives” sue on behalf of themselves and other people whom they believe to have similar claims. Together, all of these people are referred to as the “Class.” A court resolves the claims of the entire Class in a class action, except for those who exclude themselves from the Class (*see* Question 15).

4. Why is there a Proposed Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides have agreed to the Proposed Settlement. By agreeing to the Proposed Settlement, and if the Proposed Settlement is approved by the Court, they avoid the costs and uncertainty of a trial, and Class Members receive the benefits described in this Notice. The Proposed Settlement does not mean that any law was broken or that Defendant did anything wrong, or that the Plaintiffs and the Class would or would not win their case if it were to go to trial. The Parties believe that the Proposed Settlement is fair, reasonable, and adequate and will provide a substantial benefit to the Class.

WHO IS PART OF THE PROPOSED SETTLEMENT?

5. Am I part of the Class?

You are a member of the Class if:

- You are residing in the United States or any U.S. territories (including, but not limited to, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, and the other territories and possessions of the United States); and
- You purchased one or more qualifying Diamond pet food products (*see* Question 6) in the United States or U.S. territories, after March 12, 2017 and prior to and including the May 3, 2021.

You are NOT a member of the Class if you:

- Are an employee, director, officer, and/or agent of Diamond or its subsidiaries and affiliated companies;
- Purchased the Products primarily for the purposes of resale;
- Are the judge presiding over the class action, his immediate family, and/or a member of the Court staff;
- Are a governmental entity; or
- Timely and properly exclude yourself from the Class (*see* Question 15).

6. Which Products are included in the Proposed Settlement?

The Products covered by this Proposed Settlement are:

1. Taste of the Wild High Prairie Grain-Free Dry Dog Food
2. Taste of the Wild High Prairie Puppy Formula Grain-Free Dry Dog Food
3. Taste of the Wild Pacific Stream Grain-Free Dry Dog Food
4. Taste of the Wild Pacific Stream Puppy
5. Taste of the Wild Sierra Mountain Grain-Free Dry Dog Food
6. Taste of the Wild Wetlands Grain-Free Dry Dog Food
7. Taste of the Wild Southwest Canyon Grain-Free Dry Dog Food
8. Taste of the Wild Pine Forest Grain-Free Dry Dog Food
9. Taste of the Wild Appalachian Valley Small Breed Grain-Free Dry Dog Food
10. Taste of the Wild High Prairie Canine Recipe with Bison in Gravy
11. Taste of the Wild Pacific Stream Canine Formula with Salmon in Gravy
12. Taste of the Wild Sierra Mountain Canine Recipe with Lamb in Gravy
13. Taste of the Wild Southwest Canyon Canine Recipe with Beef in Gravy
14. Taste of the Wild Wetlands Canine Formula with Fowl in Gravy
15. Taste of the Wild Canyon River Feline Formula with Trout and Salmon in Gravy
16. Taste of the Wild Rocky Mountain Feline Recipe with Salmon and Roasted Venison in Gravy
17. Taste of the Wild PREY Angus Beef Formula Limited Ingredient Recipe Dry Dog Food
18. Taste of the Wild PREY Trout Formula Limited Ingredient Recipe Dry Dog Food
19. Taste of the Wild PREY Turkey Formula Limited Ingredient Recipe Dry Dog Food
20. Kirkland Nature's Domain: Beef Meal & Sweet Potato Formula for Dogs
21. Kirkland Nature's Domain: Turkey Meal & Sweet Potato Formula for Dogs
22. Kirkland Nature's Domain: Salmon Meal & Sweet Potato Formula for Dogs
23. Kirkland Nature's Domain Puppy: Chicken & Pea Formula
24. Kirkland Nature's Domain: Small Breed Salmon & Lentil Formula for Dogs
25. Kirkland Nature's Domain: Organic Chicken & Pea Formula for Dogs

7. What if I'm not sure if the Proposed Settlement includes me?

If you are not sure whether you are a Class Member, or have any other questions about the Proposed Settlement, visit the Settlement Website, www.gffoodsettlement.com, or call the toll-free number, 844-367-8809. You may also send questions to the Settlement Administrator via email at info@gffoodsettlement.com or via U.S. Mail at Shaw v Diamond Pet Foods, c/o Settlement Administrator, PO Box 125, Warminster, PA 18974-0125.

THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU CAN GET

8. What does the Proposed Settlement provide?

If the Proposed Settlement is approved and becomes final, it will provide benefits to Class Members. Defendant will (i) make payments to those Class Members who file Valid Claims by submitting a Claim Form (*see* Question 12), (ii) pay for the costs associated with this Notice and administration of the Proposed Settlement, (iii) pay Attorneys' Fees and Expenses for Class Counsel awarded by the Court (*see* Question 21), and (iv) pay an Incentive Award to the named Plaintiffs awarded by the Court (*see* Question 21).

9. What can I get from the Proposed Settlement?

If you have Proof of Purchase: If you submit Proof of Purchase of the Products listed in response to Question 6, such as receipt(s), copies of receipts, or other documentation demonstrating your purchases of the listed Products after March 12, 2017 and before the May 3, 2021, with a timely and valid Claim Form, you will receive Ten Dollars (\$10.00) for each Product Purchased with Proof of Purchase, for a total of up to One Hundred Dollars (\$100.00).

If you do not have Proof of Purchase: If you purchased any of the Products listed in response to Question 6 and do not have Proof of Purchase, and you submit a timely and valid Claim Form, you will receive a single payment of Five Dollars (\$5.00).

The maximum amounts listed above are per Household. Individuals can submit a claim with Proof or Purchase or a claim without Proof of Purchase, but not both.

10. What am I giving up if I stay in the Class?

Unless you affirmatively exclude yourself from the Proposed Settlement in writing, you can't sue Defendant or be part of any other lawsuit against Defendant about the issues in this case. Unless you exclude yourself, all of the decisions by the Court will be binding on you. The settlement agreement, called the "Settlement," is available at www.gffoodsettlement.com and describes in detail the claims that you give up if you remain in the Class.

If you do not affirmatively request exclusion from (*i.e.*, "opt out" of) the Class, you become a Class Member and you will automatically release Defendant and the Released Parties from any claims set forth below and will give up your rights to pursue or continue any action against Defendant relating to the Products and the claims at issue in this lawsuit. **The Release sections from the Proposed Settlement is copied below.** Because Class Members will release a wide range of claims relating to the Products, **please carefully read** the following Release:

A. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiffs and the Settlement Class fully release and discharge Settling Defendant, and all of their present and former parent companies, subsidiaries, special purposes entities formed for the purpose of administering this Settlement, shareholders, owners, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, affiliates, and successors, personal representatives, heirs and assigns, retailers (expressly including, but not limited to, Costco Wholesale Corporation), suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels (together, the "Released Parties") from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Class Counsel, Plaintiffs' Counsel, Class Representatives, or Settlement Class Members ever had, now have, may have, or hereafter can, shall or may ever have against the Released Parties in any court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, arising from, or relating to the allegations or claims in the Action, including that the Products were misleadingly labeled, marketed, or sold, or that relate to the labeling and marketing of the Products, except that there shall be no release of claims for personal injury allegedly arising out of use of the Products (the "Released Claims").

B. Plaintiffs specifically acknowledge and affirmatively waive, any rights or benefits available to them under California Civil Code section 1542. California Civil Code section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs on behalf of all Settlement Class Members hereby agree that the provisions of all such principles of law or federal or state laws, rights, rules or legal principles that are similar in substance, meaning or application to California Civil Code section 1542, to the extent they are found to be applicable herein, are hereby knowingly and voluntarily waived, relinquished, and released by Plaintiffs and all Settlement Class Members.

C. After entering into this Settlement Agreement, Plaintiffs or the Settlement Class Members may discover facts other than, different from, or in addition to, those that they know or believe to be true with respect to the Released Claims. Plaintiffs and the Class Members expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, contingent or noncontingent claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such other, different, or additional facts

11. When will I get my Benefit, if any?

Class Members who submit claims that are determined to be valid by the Settlement Administrator will receive their Benefits only after the Court grants final approval to the Proposed Settlement and after any appeals (*i.e.*, legal challenges to the Proposed Settlement) are resolved (*see* “The Court’s Fairness Hearing” and Questions 22-24 below). If there are appeals, resolving them can take time. Please be patient.

HOW TO RECEIVE A BENEFIT

12. How can I get a Benefit?

If you are a member of the Class and want to receive a Benefit under the Proposed Settlement, you must submit a Claim Form. A Claim Form and directions are attached as **Appendix A** to this Class Notice. You may also obtain and print a Claim Form and other relevant documents by visiting www.gffoodsettlement.com. Please read the instructions carefully, and fill out the form completely and accurately. Claim Forms can be submitted two ways: electronically or by mail.

Your Claim Form must be submitted electronically at www.gffoodsettlement.com no later than 11:59 p.m. Pacific Time on October 4, 2021 or by mail postmarked no later than October 4, 2021 and addressed to:

Shaw v Diamond Pet Foods
c/o Settlement Administrator
PO Box 125
Warminster, PA 18974-0125

13. What is the claim process?

The Settlement Administrator will review each Claim Form. If a claim is deemed to be valid, you will receive payment for that claim in accordance with the terms of the Proposed Settlement. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator, except if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information or proof, the Settlement Administrator shall send a Notice of Missing or Inaccurate Information explaining what information is missing or inaccurate. The Settlement Administrator shall notify the Class Member using the contact information provided in the Claim Form.

Class Members shall have until the end of the Claim Period, or forty-five (45) calendar days from when the Notice of Missing or Inaccurate Information was mailed, whichever is later, to reply to the Notice of Missing or Inaccurate Information, and provide the required information.

If a Class Member fails to respond by the end of the Claim Period or within forty-five (45) calendar days from when the Notice of Missing or Inaccurate Information was mailed, whichever is later, or the Settlement Administrator is unable to provide a Notice of Missing or Inaccurate Information as a result of the omitted information, the Settlement Administrator will reject such Claimant's claim and will not be obligated to make any payment on such claim.

The Settlement Administrator shall have thirty (30) days from the end of the Claim Period to exercise the right of rejection based on findings of fraud or duplication. A request for additional information shall not be considered a rejection. If a claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Class Member using the contact information provided in the Claim Form. Class Counsel and Defense Counsel shall be provided with copies of all such notifications to Class Members.

The Settlement Administrator's determination as to whether to approve or deny a claim shall be final and binding, except that, if any Claimant whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the Claimant must, within fifteen (15) business days from receipt of the rejection, transmit to the Settlement Administrator by email or U.S. mail a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection, along with any supporting documentation, and requesting further review by the Settlement Administrator, in consultation with Class Counsel and Defense Counsel, of the denial of the claim. If Class Counsel and Defense Counsel cannot agree on a resolution of the Claimant's notice contesting the rejection, the disputed claim shall be presented to the Court or a referee appointed by the Court for summary and non-appealable resolution.

The Court will hold a Fairness Hearing on August 20, 2021 at 9:00 a.m. to decide whether or not to approve the Proposed Settlement. The Court must finally approve the Proposed Settlement before any payments can be made. The Court will grant approval only if it finds that the Proposed Settlement is fair, adequate, and reasonable.

In addition, the Court's order approving the Proposed Settlement may be subject to further legal challenges or appeals. It is always uncertain whether these appeals can be resolved in favor of the Proposed Settlement and resolving them takes time. Finally, there remains a possibility that this Proposed Settlement may be terminated for other reasons.

Everyone who submits a Claim Form can be informed of the progress of the Proposed Settlement by contacting the Settlement Administrator, Class Counsel, or by visiting www.gffoodsettlement.com. Please be patient. The Settlement Administrator will begin to pay approved Claims no later than ninety (90) days after the Settlement is approved by the Court and becomes final.

14. What if I do nothing?

If you fall within the definition set forth in the response to Question 5 and you do nothing, you will not get any Benefit from the Proposed Settlement and you will be bound by the Court's decisions and the Proposed Settlement's "Release and Waiver of Claims" (*see* Question 10). You will give up (or "release") all claims that have been made and all related claims that could have been made in this lawsuit (this means that you are agreeing to fully, finally and forever release, relinquish, and discharge all Released Claims against the Released Parties, as set forth above in response to Question 10). To receive a Benefit, you must complete and submit a Claim Form on or before October 4, 2021 (*see* Question 12).

Unless you affirmatively exclude yourself from (*i.e.*, "opt out" of) the Class, if the Proposed Settlement is approved, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims asserted in this lawsuit ever again, regardless of whether you submit a Claim Form.

The Settlement Agreement describes the Released Claims in more detail, so please read it carefully. If you have any questions, you can contact the lawyers listed in Question 20 for free to discuss, or you can talk to another lawyer of your own choosing if you have questions about what this means.

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

15. How can I opt out of the Proposed Settlement?

If you don't want a payment from this Proposed Settlement, and you want to keep the right to sue or continue to sue Defendant on your own about the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself (*i.e.*, "opting out") of the Class.

To exclude yourself from the Class, you must send by U.S. mail a letter or other written request to the Settlement Administrator. You may not opt out electronically. Your request must include all of the following:

1. Your full name and current address;
2. A clear statement that you wish to be excluded from the Class and that you understand you will not receive a Benefit under the Settlement;
3. The case name and case number (*Shaw et al., v. Schell & Kampeter, Inc. d/b/a Diamond Pet Foods, Case No. 2:20-CV-01620-RAJ*); and
4. Your original signature (you must personally sign the letter).

Please write "EXCLUSION REQUEST" on the lower left-hand corner of the front of the envelope.

Your exclusion request must be postmarked no later than July 30, 2021. Send your request to:

Shaw v Diamond Pet Foods
c/o Settlement Administrator
PO Box 125
Warminster, PA 18974-0125

16. If I exclude myself, can I still get a Benefit?

No. You will not get a Benefit if you exclude yourself from the Proposed Settlement. If you request exclusion from the Class, then:

- You will not be eligible for Benefit under the Proposed Settlement;
- You will not be allowed to object to or contest the terms of the Proposed Settlement;
- You will not release any claims against Defendant; and
- You will not be bound by any subsequent rulings entered in this case if the Proposed Settlement is finally approved.

However, if your request for exclusion is late or not complete, you will still be a part of the Class, you will be bound by the Proposed Settlement and by all other orders and judgments in this lawsuit, and you will not be able to participate in any other lawsuits based on the claims in this case.

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

No. If the Court approves the Proposed Settlement and you do not exclude yourself from the Class, you give up (or "release") all claims that have been made and all related claims that could have been made in this lawsuit (this means that you are agreeing to fully, finally and forever release, relinquish, and discharge all Released Claims against the Released Parties, as set forth above in response to Question 10).

As part of this Proposed Settlement, the Court has preliminarily stopped all Class Members (who do not timely exclude themselves from the Class) and/or their representatives from filing, participating in, or continuing litigation against Defendant (or against any of their related parties or affiliates), and/or from receiving any benefits from any other lawsuit relating to the claims being resolved in this case.

Upon final approval of the Proposed Settlement, Plaintiffs and Defendant will ask the Court to enter a permanent ruling forbidding all Class Members and/or their representatives from engaging in the activities described in this response. All Class Members will be bound by this order.

OBJECTING TO THE SETTLEMENT

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

Class Members have the right to tell the Court that you do not agree with, or “object to,” the Proposed Settlement or any or all of its terms.

You can only object if you stay in the Class (i.e., if you do not “opt out” or exclude yourself.)

To object, you must **file** a timely, written objection with the Court in accordance with the Court’s procedures for accepting filings, including electronically, send (or “serve”) the written objection by U.S. mail or email to the Settlement Administrator, **and** send by U.S. mail or email a copy to Class Counsel and Defense Counsel postmarked/time-stamped no later than July 30, 2021. Members of the Class who fail to file and serve timely written objections as described here and in the Proposed Settlement shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Proposed Settlement.

Your written objection must include:

- (1) your full name;
- (2) your current address;
- (3) a written statement of your objection(s) to the Proposed Settlement and the reasons for each objection;
- (4) a statement of whether you intend to appear at the Fairness Hearing;
- (5) your signature;
- (6) the case name and case number: *Shaw et al., v. Schell & Kampeter, Inc. d/b/a Diamond Pet Foods, Case No. 2:20-CV-01620-RAJ*.
; and
- (7) a detailed list of any other objections submitted by you or your counsel to any class actions in any court, whether state or otherwise, in the United States in the previous five (5) years. If you or your counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, you shall affirmatively so state.

If you choose to object, in order to be considered by the Court, your written objection(s) must be **filed with the Court and served by U.S. Mail or email on the Settlement Administrator, Class Counsel, and Defense Counsel no later than July 30, 2021**. Objections that are served on the Parties but not filed with the Court shall not be received or considered by the Court at the Fairness Hearing.

Objections must be served:

Upon Settlement Administrator at:

Shaw v Diamond Pet Foods c/o Settlement Administrator
PO Box 125 Warminster, PA 18974-0125
Email: info@gffoodsettlement.com

Upon Class Counsel at:

J. Hunter Bryson
Whitfield Bryson LLP
900 W. Morgan St.
Raleigh, NC, 27603
Email: hunter@whitfieldbryson.com

David T. Biderman
PERKINS COIE LLP
1888 Century Park East
Suite 1700
Los Angeles CA 90067
Email: dbiderman@perkinscoie.com

If you file objections, but the Court approves the Proposed Settlement, you can still complete a Claim Form to be eligible for a Benefit under the Settlement, subject to the terms and conditions discussed in this Notice and in the Settlement, including the requirement that such claims be submitted before October 4, 2021.

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

Objecting is simply a way of telling the Court that you don't like something about the Proposed Settlement. You can only object if you stay in the Class. You will also be bound by any subsequent rulings in this case and you will not be able to file or participate in any other lawsuit based upon or relating to the claims of this lawsuit. If you object to the Proposed Settlement, you still remain a Class Member and you will still be eligible to submit a Claim Form. Excluding yourself (*i.e.*, opting out) is telling the Court that you don't want to be a part of the Class. If you exclude yourself, you have no basis to object to the Proposed Settlement and appear at the Fairness Hearing because it no longer affects you.

THE LAWYERS REPRESENTING THE CLASS

20. Do I have a lawyer in this case?

The Court has appointed attorneys at the law firms of means (1) Mason Lietz & Klinger, LLP (2) Whitfield Bryson LLP; (3) Greg Coleman Law PC; (4) Shub Law Firm, LLC (5) Barbat, Mansour, Suci & Tomina PLLC, (6) Levin, Sedran & Berman, LLP; (7) Terrell Marshall Law Group PLLC, (8) Friedman Law Offices, and (9) Goldenberg Schneider L.P.A. Plaintiffs' to represent you and the other Class Members in this lawsuit. The lawyers representing you and the Class Members are called "Class Counsel." You will not be charged for these lawyers.

You may contact Class Counsel as follows:

J. Hunter Bryson
Whitfield Bryson LLP
900 W. Morgan St.
Raleigh, NC, 27603
hunter@whitfieldbryson.com

You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer.

Class Counsel, Defense Counsel, or the Settlement Administrator may not advise you on the tax consequences of participating or not participating in the settlement.

21. How Will the lawyers be paid?

Class Counsel have worked on this case since 2020 and have not been paid anything to date for their work on this case. Class Counsel will request Attorneys' Fees and Expenses of no more than \$1,200,000. The Court has to approve any Attorneys' Fees and Expenses awarded in this case.

Class Counsel will also ask the Court to approve Incentive Awards of no more than \$5,000 for each of the four named Plaintiffs (Bradley Shaw, Thomas McCarthy, Michelle Chevalier-Flick, and Mark Spivey) for their work on behalf of the Class. Any such payment to these individuals also must be approved by the Court.

Class Counsel's motion(s) for Attorneys' Fees and Expenses and Incentive Awards to the named Plaintiffs will be filed on a date set by the Court. The motion(s) will be posted on the Settlement Website at www.gffoodsettlement.com.

THE COURT'S FAIRNESS HEARING

The Court will hold a final hearing (called a Fairness Hearing) to decide whether to finally approve the Proposed Settlement. You may attend and ask to speak, but you don't have to.

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

On August 20, 2021, at 9:00 a.m. the Court will hold a Fairness Hearing at United States District Court for the Western District of Washington before the Honorable Richard A. Jones in Courtroom Suite 13106 of the United States Courthouse at 700 Stewart Street, Suite 13128, Seattle, WA 98101-9906.

The hearing may be moved to a different date or time, so it is a good idea to check www.gffoodsettlement.com for updates. At this hearing, the Court will consider whether the Proposed Settlement is fair, reasonable, and adequate. The Court will also decide whether to award Attorneys' Fees and Expenses, as well as Incentive Awards to the named Plaintiffs. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Proposed Settlement. We do not know how long these decisions will take.

23. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have at the Fairness Hearing. But you are welcome to come at your own expense. Please note that the Court has the right to change the date and/or time of the Fairness Hearing, so it is a good idea to check the Settlement Website (www.gffoodsettlement.com) for updates. If you are planning to attend the hearing, you should confirm the date and time on this website before going to the Court.

24. May I speak at the Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Fairness Hearing. You must include with your objection a statement of whether you wish to speak, or you may file a document called a "Notice of Intention to Appear" with the Court. If you or your attorney wants to appear and speak at the Fairness Hearing, you (or your attorney) must, in addition to filing a Notice of Intention to Appear at the Fairness Hearing with the Court, mail or email copies to the Settlement Administrator, Class Counsel, and Defense Counsel, whose addresses are listed above in Question 20. Your notice of intention to appear at the Fairness Hearing must be filed and received by the Court, and mailed and/or emailed to the Settlement Administrator, Defense Counsel, and Class Counsel no later than July 30, 2021. Class Members wishing to appear without objecting may file a Notice of Appearance no later than July 30, 2021.

GETTING MORE INFORMATION

25. How can I get more information?

This Notice summarizes the Proposed Settlement. More details are in the Settlement Agreement, which is called the "Settlement." For a complete, definitive statement of the Settlement terms, refer to the Settlement at www.gffoodsettlement.com. You also may write with questions to the Settlement Administrator at Shaw v Diamond Pet Foods, c/o Settlement Administrator, PO Box 125, Warminster, PA 18974-125, call the toll-free number, 844-367-8809, or email questions to info@gffoodsettlement.com.

PLEASE DO NOT CALL THE COURT.

Dated: May 3, 2021

Clerk of the United States District Court,
Western District of Washington