

**THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI**

**If you are a MISSOURI RESIDENT who  
PURCHASED MILO’S KITCHEN CHICKEN JERKY or CHICKEN GRILLERS  
HOME-STYLE DOG TREATS between March 1, 2011 and January 31, 2013,  
YOU COULD GET A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

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

- There is a proposed class action settlement pending in *Mawby v. Milo’s Kitchen, LLC et al.*, Case No. 1616-CV03384 in the Circuit Court of Jackson County, Missouri (the “Lawsuit”).
- This proposed settlement relates to Milo’s Kitchen brand Chicken Jerky and Chicken Grillers Home-style dog treats sold in Missouri between March 1, 2011 and January 31, 2013 (the “Dog Treat Products”). The Lawsuit alleges that Missouri consumers who purchased the Dog Treat Products were injured because those products were misrepresented as “wholesome” and “quality” products. The proposed settlement is with Defendants Milo’s Kitchen, LLC, Big Heart Pet Brands, and The J.M. Smucker Company, who deny the claims raised in the Lawsuit.
- Defendants have agreed to make certain cash payments to class members with valid and approved claims. The amount you may receive will depend on whether your claim is approved as valid, and whether you submit proof of purchase with your claim. Approved claimants who submit claims with proof of purchase may recover up to \$100 per household; approved claimants who submit claims with-  
out proof of purchase may record up to \$12 per household. As detailed below, Defendants have also agreed to payment of certain other sums for attorneys’ fees, a class representative service award, and settlement administration costs.

***Your Legal Rights Are Affected Even If You Do Not Act. Read This Notice Carefully.***

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment.
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that may allow you to ever be part of any other lawsuit against Defendants (and certain other affiliated and related entities and individuals identified as “Released Parties” in the Settlement Agreement) about the legal and factual claims in this Lawsuit and the Labeling of the Dog Treat Products.
<b>OBJECT</b>	Write to the Court about why you don’t like the proposed settlement.
<b>GO TO A HEARING</b>	Ask to speak in court about the fairness of the proposed settlement.
<b>DO NOTHING</b>	If you do not submit a Claim Form or exclude yourself from the proposed settlement and the Court ultimately approves the proposed settlement, you will not obtain any payment from the Settlement Fund, you will waive your right to object to any portion of the proposed settlement, you will be bound by the terms of the Settlement Agreement, and will have released Defendants and the “Released Parties” from any and all claims as defined in the Settlement Agreement.

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- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of the Lawsuit still has to decide whether to approve the proposed settlement. Payments will be made if the Court approves the proposed settlement and after appeals are resolved. Please be patient.

## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

You have a right to know about the proposed settlement of this Lawsuit and about your options before the Court decides whether to give final approval to the proposed settlement. This Notice explains the lawsuit, the proposed settlement, your legal rights and options, what benefits are available, who is eligible for them, and how to get them.

The Lawsuit is supervised by Judge Jennifer Phillips in the Circuit Court of Jackson County, Missouri at Independence (the “Court”). The person who brought the suit (Sharel Mawby) is called the “Plaintiff” or the “Class Representative”. The Defendants are the parties who were sued. Sometimes the Plaintiff and Defendants are referred to in this Notice collectively as “Parties”.

The Court has not decided in favor of any side, and it has not been established that Defendants did anything wrong. This Notice is not an expression of any opinion by the Court about the merits of any claims or defenses by any of the Parties to this lawsuit or the fairness or adequacy of the proposed settlement. This Notice is provided so that you may decide what steps, if any, you wish to take in relation to the proposed settlement.

### **2. What is a class action?**

A class action is a lawsuit in which one or more individuals sue on behalf of other people who have similar claims. All of these people are collectively referred to as a “class” or “class members.” In a class action, the court resolves the legal issues, legal claims, and legal defenses for all class members in one lawsuit, except for those people who ask to be excluded from the class.

### **3. What is this lawsuit about?**

The Lawsuit is about Defendants’ alleged false and deceptive marketing of Milo’s Kitchen brand Chicken Jerky and Chicken Grillers Home-style dog treats, which were sold nationwide through retail stores and online. The Lawsuit concerns only the Dog Treat Products sold between March 1, 2011 and January 31, 2013. Plaintiff alleges that Defendants misrepresented the treats as “wholesome” and “quality” products, when they actually were made with substandard ingredients and potentially harmful contaminants. Defendants deny all of these allegations and deny any liability in the case.

#### **4. Why is there a proposed Settlement?**

The Parties reached a proposed settlement to resolve the Lawsuit and to avoid the expense and uncertainty of litigation. The Court has not decided in the favor of either Party, and there has been no trial. If the Court grants final approval of the proposed settlement, the class members in this lawsuit (“Class Members” or “Class”) (described more specifically in Question 5) may receive benefits described in this Notice if they are eligible according to the requirements of this proposed settlement. The Class Representative and Class Counsel (described more specifically in Question 16) believe that the proposed settlement is in the best interests of the Class.

### **WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?**

#### **5. Am I part of this Settlement Class?**

To participate in the proposed settlement if it is granted final approval by the Court, you must be a member of the Class. The Class includes anyone who purchased the Dog Treat Products in the State of Missouri for personal, household and/or family use between March 1, 2011 and January 31, 2013, subject to certain exceptions (described in Question 6).

#### **6. Are there exceptions to being included?**

The proposed settlement class does not include:

- Defendants (including their subsidiaries and affiliates), or any directors and officers of Defendants and members of their immediate families;
- The judge presiding over the class action lawsuit, the Court staff, and members of their immediate families; and
- Any person who excludes himself or herself from the Class (*see* Question 13).

#### **7. What if I am still not sure if I am included?**

If you are not sure whether you are a Class Member, or have any other questions about the proposed settlement, visit the website: [www.dogtreatsettlement.com](http://www.dogtreatsettlement.com).

### **THE PROPOSED SETTLEMENT BENEFITS**

#### **8. What does the proposed settlement provide?**

The proposed settlement, if finally approved, provides the following benefits to Class Members:

Without proof of purchase, claimants are eligible to receive a refund of up to \$2.00 per 3.3-ounce bag of the Dog Treat Products purchased, \$5.50 per 14-ounce bag of the Dog Treat Products purchased, \$6.50 per 20-ounce bag of the Dog Treat Products purchased, \$9.50 per 23-ounce bag of the Dog Treat Products purchased, and \$7.50 per 30-ounce bag of the Dog Treat Products purchased, up to a limit of twelve dollars (\$12.00) per household.

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With proof of purchase, claimants are eligible to receive a refund of their actual documented purchase price not to exceed one hundred dollars (\$100.00) per household. Proof of Purchase means cash register receipts, loyalty card records, or other documentation specifically identifying and substantiating the purchase of one or more packages of the Milo's Kitchen Chicken Jerky and Milo's Kitchen Chicken Grillers Home-style Treats, the date(s) of each such purchase during the Class Period, the size(s) of package(s) purchased, and the amount(s) paid. Claims submitted without Proof of Purchase will be paid as described above.

#### **9. How is the settlement funded and what happens if settlement funds are remaining?**

All valid and approved claims will be paid in accordance with the per-claim limitations described in Question 8 above. No pro rata reduction will be made of any claims, and no payment of sums for other costs, fees or awards will reduce the funds available to the Class for payment of claims.

The proposed settlement is initially funded with a deposit by Defendants of \$600,000 into a settlement fund, which will be used for payment of costs associated with settlement notice and claims administration, as well as payment of court-approved attorneys' fees and a service award for the Class Representative (*see* Question 18 below). Any remaining portion of this initial deposit will be used to pay valid and approved claims of the Class. If the initial deposit is not sufficient to cover all valid and approved claims, Defendants will be required to pay into the settlement fund an additional amount of money required to pay all valid and approved claims. If any part of the initial deposit remains after payment of all claims, notice and administration costs, attorneys' fees and a service award, that portion of the settlement fund will be returned to Defendants.

### **HOW TO GET A PAYMENT**

#### **10. How can I get a cash payment?**

If you are a Class Member and want to participate in this proposed settlement, you must properly and timely submit a completed Claim Form. The Claim Form is available online from the Settlement website: [www.dogtreatsettlement.com](http://www.dogtreatsettlement.com). Be sure to read the instructions carefully, fill out the form fully, and provide all required documentation. You must fully complete the Claim Form and submit it by the deadline in order to receive benefits under the proposed settlement.

The Claim Form can be submitted online or by mail. If you choose to submit it online, you must do so by **APRIL 22, 2019**. If you choose to submit a hard copy by mail, it must be postmarked by **APRIL 22, 2019** and mailed to:

Dog Treat Settlement  
C/O Atticus Administration  
P.O. Box 1440  
Minneapolis, MN 55440  
[dogtreatsettlement@atticusadmin.com](mailto:dogtreatsettlement@atticusadmin.com)

QUESTIONS? VISIT [www.dogtreatsettlement.com](http://www.dogtreatsettlement.com) OR CALL TOLL-FREE 1-800-214-9556

### **11. When will I get my cash payment?**

Settlement benefits will be distributed only if the Court grants final approval of the proposed settlement and after any appeals are resolved. The Court scheduled a Fairness Hearing on **JUNE 14, 2019 at 11:00 a.m.** to decide whether to grant final approval of the proposed settlement. If the Court grants final approval, there may be appeals. We do not know how much time it could take to resolve any appeals that may be filed. If the Court does not grant final approval of the proposed settlement or if the proposed settlement is successfully challenged in any appeal that may be filed, you will not receive any cash payment. Please check the settlement website for updates on the progress of the proposed settlement as these proceedings occur.

### **12. What happens if I do nothing at all?**

If you do nothing, you will not receive any benefits from this proposed settlement, and you will not be able to sue Defendants or “Released Parties” based on the legal and factual issues involved in this Lawsuit and the “Labeling” (as defined in the Settlement Agreement) of the Dog Treat Products. You must submit a valid, timely, and complete Claim Form in order to receive benefits from the proposed settlement, or you must exclude yourself from the proposed settlement in order to sue Defendants or any of the “Released Parties” based on the legal and factual issues involved in this Lawsuit and the “Labeling” of the Dog Treat Products.

## **EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT**

### **13. How can I get out of – or exclude myself from – the Proposed Settlement?**

If you do not want to participate in this proposed settlement or receive the benefits provided by this proposed settlement, but you want to keep the right to sue Defendants or other “Released Parties” on your own concerning the legal and factual issues involved in this Lawsuit and the “Labeling” of the Dog Treat Products, then you must take steps to exclude yourself or “opt out” of the Class. All Class Members who do not properly and timely exclude themselves from the Class will be bound by the terms of the Settlement Agreement, the releases set forth in the Settlement Agreement, and the Court’s Final Judgment and Order, if the Court grants final approval of the proposed settlement.

You can exclude yourself from the Class and the proposed settlement by submitting a Request for Exclusion, postmarked no later than **APRIL 22, 2019**, to the Settlement Administrator at the following address:

Dog Treat Settlement  
C/O Atticus Administration  
P.O. Box 1440  
Minneapolis, MN 55440  
[dogtreatsettlement@atticusadmin.com](mailto:dogtreatsettlement@atticusadmin.com)

A valid Request for Exclusion must state that you want to be excluded from the Class in *Mawby v. Milo’s Kitchen, LLC*, and must include your legal name, address, and telephone number. The

Request must also be personally signed by you. You may not submit a request for exclusion on behalf of anyone other than yourself.

If you ask to be excluded from the Class, you will not be eligible to receive any benefits of the proposed settlement, and you cannot object to the proposed settlement. If you do not include the required information or do not mail a Request for Exclusion by the deadline, you will remain a Class Member and will not be able to sue Defendants or other “Released Parties” on your own concerning the legal and factual issues involved this Lawsuit and the “Labeling” of the Dog Treat Products.

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

If the proposed settlement is approved by the Court and you have not excluded yourself, you are part of the Class and cannot sue, continue to sue, or be part of any other lawsuit against Defendants or other “Released Parties” concerning the legal and factual issues involved in the Lawsuit and the “Labeling” of the Dog Treat Products. It also means that all of the Court’s orders will legally bind you.

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

No. If you exclude yourself, then you are not entitled to submit a Claim Form or receive any benefits from the proposed settlement. If you request exclusion from the Class, then:

- You will not be eligible for a cash payment under the proposed settlement;
- You will not be allowed to object to the terms of the proposed settlement; and
- You will not be bound by any subsequent rulings entered in the Lawsuit if the proposed settlement is finally approved.

However, to the extent permitted by law, you may sue, continue to sue, or be part of a different lawsuit against Defendants and other “Released Parties” concerning the legal and factual issues involved in the Lawsuit.

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in this Litigation?**

The Court has appointed the law firm of Shank & Moore, LLC of Mission Woods, Kansas, to represent you and the other Class Members in this lawsuit. The lawyers representing you and the other Class Members are called “Class Counsel.”

**17. Should I get my own lawyer?**

You do not need to hire your own lawyer in this Lawsuit because Class Counsel is working on your behalf. However, if you want to be represented by your own lawyer and have that lawyer appear in Court for you in the Lawsuit, you may hire one at your own expense. You also have the right to represent yourself before the Court without a lawyer.

**18. How will the lawyers and class representative be paid?**

Class Counsel are litigating this Lawsuit on a contingency fee basis and have not yet received any fees or reimbursement for the expenses associated with the case. If the Court grants final approval of the proposed settlement, Class Counsel will ask the Court to award them reasonable attorneys' fees, costs, and expenses of up to \$550,000 to compensate and reimburse them for their efforts and risks incurred in prosecuting the Lawsuit and obtaining settlement benefits for the Class. The Court may award a different amount. Defendants have agreed not to oppose Class Counsel's request for attorneys' fees, costs, and expenses in an amount not to exceed \$550,000.

Class Counsel will also request on behalf of the Class Representative a service award of \$5,000 to compensate the Class Representative for the substantial time and effort dedicated to her prosecution of this Lawsuit.

Class Counsel will file an application with the Court for approval of requested sums of attorneys' fees, expenses and a service award for the Class Representative. Nothing awarded or paid for fees, expenses or a service award will reduce the funds available to the Class for payment of valid and approved claims.

**OBJECTING TO THE PROPOSED SETTLEMENT**

**19. How do I object to the Proposed Settlement?**

As a Class Member, you have the right to file written comments or objections with the Court if there is something about the proposed settlement you do not like. If you object, you also have the right to appear at the Court's Fairness Hearing, either in person or through your own counsel hired at your own expense, and tell the Court why you object to the proposed settlement.

To object to the proposed settlement, your written objections must be filed with the Court by **APRIL 22, 2019**, and mailed to each of the following three addresses, postmarked by that same date:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court Circuit Court of Jackson County Independence Courthouse 308 W. Kansas Independence, MO 64050	Christopher S. Shank Shank & Moore, LLC 1968 Shawnee Mission Parkway Suite 100 Mission Woods, KS 66205	Richard Fama Cozen O'Connor 45 Broadway Atrium Suite 1600 New York, NY 10006

In your written objections, you must include your legal name, address, and telephone number. You must also identify this Lawsuit (*Mawby v. Milo's Kitchen, LLC, et al.*, Case No. 1616-CV03384) and provide sufficient information to demonstrate your membership in the Class, including information verifying the approximate date(s) you purchased the Dog Treat Products and the location of your purchase(s) (e.g., store, city and state). You must also state the specific grounds for each objection asserted and include any legal support, papers, briefs, or evidence you wish to bring to the Court's attention. You must also provide a detailed list of all other objections submitted by you or

on your behalf to any class action in any court, whether state, federal or otherwise, in the United States in the previous five (5) years. Your objection must be personally signed by you.

If you intend to appear at the Fairness Hearing either in person or through counsel, your objection must say so. If you hire a lawyer to represent you for purposes of making an objection, your lawyer must formally enter his or her appearance in the case by **APRIL 22, 2019**.

Even if you object to the proposed settlement, you may also submit a Claim Form to share in the benefits of the proposed settlement in the event the Court grants final approval notwithstanding any objections made by you or any other Class Member.

#### **20. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you do not like something about the proposed settlement. You can object only if you stay in the Class.

Excluding yourself from the Class is telling the Court that you do not want to be part of the Class or participate in the proposed settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **THE COURT'S FAIRNESS HEARING**

#### **21. When and where will the Court decide whether to approve the proposed Settlement?**

The Court will hold a Fairness Hearing to decide whether to grant final approval of the proposed settlement as fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will also consider Class Counsel's request for an attorneys' fee award and for a service award to the Class Representative.

The Fairness Hearing is scheduled for **JUNE 14, 2019 at 11:00 a.m.** in the Circuit Court of Jackson County, Missouri at Independence, 308 W. Kansas, Independence, Missouri 64050. The Fairness Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the settlement website ([www.dogtreatsettlement.com](http://www.dogtreatsettlement.com)) for updates.

#### **22. Do I have to come to the Fairness Hearing?**

No. Class Counsel will represent the interests of all Class Members who have not excluded themselves from the Class, and will answer any questions the Court may have at the Fairness Hearing. However, you are welcome to come at your own expense or pay your own lawyer to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you properly and timely mailed your objection, the Court will consider it.



**23. May I speak at the Fairness Hearing?**

Yes, you may ask the Court for permission to speak at the Fairness Hearing, if you have timely and properly filed a written objection. To ask for permission to speak at the Fairness Hearing, you must send a letter to the Court saying that it is your “Notice of Intention to Appear” in *Mawby v. Milo’s Kitchen, LLC, et al.*, Case No. 1616-CV03384, and telling the Court that you plan to attend the Fairness Hearing and would like permission to speak during the Hearing.

Your Notice of Intention to Appear letter must be postmarked no later than **APRIL 22, 2019**, and mailed to the Clerk of the Court, Class Counsel, and Defense Counsel, at the following addresses:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court Circuit Court of Jackson County Independence Courthouse 308 W. Kansas Independence, MO 64050	Christopher S. Shank Shank & Moore, LLC 1968 Shawnee Mission Parkway Suite 100 Mission Woods, KS 66205	Richard Fama Cozen O’Connor 45 Broadway Atrium Suite 1600 New York, NY 10006

The “Notice of Intention to Appear” letter must include your name, address, and your signature. You cannot speak at the Fairness Hearing if you do not timely file your objections or if you otherwise exclude yourself from the Class.

**GETTING MORE INFORMATION**

**24. Where do I get more information?**

This Notice provides a summary of the proposed Settlement. More details are available at the Settlement website ([www.dogtreatsettlement.com](http://www.dogtreatsettlement.com)), where you will find the Settlement Agreement, the Petition filed by Class Counsel, the Claim Form, and the Court’s Order Granting Preliminary Approval of the Class Action Settlement. Updates regarding the case will be posted on the Settlement website for time to time. You may also call the Settlement Administrator at 1-800-214-9556 or write with questions to the Settlement Administrator at:

Dog Treat Settlement  
C/O Atticus Administration  
P.O. Box 1440  
Minneapolis, MN 55440  
[dogtreatsettlement@atticusadmin.com](mailto:dogtreatsettlement@atticusadmin.com)