

If you purchased Evanger’s Hunk of Beef, Evanger’s Braised Beef, or Against the Grain Pulled Beef with Gravy between December 1, 2015 and June 30, 2017, you could get benefits from a class action settlement.

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

- Evanger’s Dog and Cat Food Co., Nutripack, LLC, Against the Grain Pet Foods, and Sher Services Co. (collectively “Evanger’s”) have agreed to provide cash payments or merchandise certificates to consumers who purchased Evanger’s Hunk of Beef, Evanger’s Braised Beef, or Against the Grain Pulled Beef with Gravy between December 1, 2015 and June 30, 2017. Evanger’s also have agreed to change certain advertising practices and fund additional third-party testing of the above products for a limited time.
- The settlement resolves claims over whether Evanger’s misrepresented their meat-based products. Plaintiffs believe their claims have merit and Evanger’s denies all of the lawsuit’s allegations.
- Evanger’s have agreed to pay \$545,500 to cover cash payments to eligible consumers, court-approved attorneys’ fees and costs, service awards to the named Plaintiffs, and settlement administration expenses. Court-appointed lawyers will ask the Court for \$295,000 to reimburse them for fees and out-of-pocket costs.
- Your legal rights are affected whether you act, or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM BY APRIL 8, 2020	This is the only way to receive a payment or a merchandise certificate.
EXCLUDE YOURSELF BY APRIL 8, 2020	Get no payment. This is the only option that allows you to be part of any other lawsuit against Evanger’s about the legal claims in this case.
OBJECT BY APRIL 8, 2020	Write to the Court explaining why you don’t like the settlement and whether you wish to address the Court in person.
ATTEND A HEARING ON JUNE 12, 2020 AT 9:30 A.M.	Address the Court in person if you requested to do so in writing by April 8, 2020.
DO NOTHING	Get no payment. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- 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 appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice and why should I read it?

You or someone in your family may have purchased Evanger's Hunk of Beef, Evanger's Braised Beef, or Against the Grain Pulled Beef with Gravy between December 1, 2015 and June 30, 2019.

The Court sent you this notice because 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. If the Court approves the settlement and after objections and appeals are resolved, a court-approved administrator will make payments that the settlement allows.

This document explains the lawsuit, the settlement, your legal rights, and what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of these people are a class, or class members. One court resolves the issues for all class members, except those who exclude themselves from the class.

The class representatives brought this lawsuit alleging that Evanger's pet foods were misrepresented to be "human-grade," produced in USDA-inspected facilities or containing USDA-inspected meats, and "people food for pets." The class representatives further alleged that three products — Evanger's Hunk of Beef, Evanger's Braised Beef, or Against the Grain Pulled Beef with Gravy — injured their dogs. The class representatives sought both money and changes to Evanger's marketing and advertising practices. Plaintiffs believe their claims have merit.

Evanger's denies the allegations against them. Evanger's denies that the quality of its products was in any way misrepresented and denies that the class representatives or Settlement Class members have been damaged in any amount whatsoever. Evanger's voluntarily recalled Evanger's Hunk of Beef, Evanger's Braised Beef, or Against the Grain Pulled Beef with Gravy in 2017 when it was discovered that a former supplier, Bailey Farms, LLC, had provided meat containing pentobarbital, as alleged in Evanger's lawsuit against Bailey Farms in the Circuit Court of Cook County, Illinois. No court or other entity has made any judgment or other determination of any liability or merit of the Plaintiffs' claims.

U.S. District Court Judge Ronald B. Leighton (the "Court") is in charge of this class action.

THE SETTLEMENT

3. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides have agreed to a settlement. That way, they avoid the expensive cost of continued litigation and any people Plaintiffs allege were injured will receive an award. The class representatives and their attorneys think the settlement is best for the Settlement Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am a part of the settlement?

The Court has decided that everyone, who fits the following description is part of a Settlement Class: All persons in the United States who purchased Evanger's Hunk of Beef, Evanger's Braised Beef, or Against the Grain Pulled Beef with Gravy between the dates of December 1, 2015 and June 30, 2017.

If you have questions about whether you are part of the Settlement Class, you may call 1-888-404-0223 or visit www.evangerssettlement.com for more information.

THE SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the settlement provide?

Advertising changes. Evanger's has agreed to change its certain advertising practices, and will do the following:

- **Marketing and Advertising Changes.** Evanger's will not use the term "human grade," or "People Food for Pets" or "Organic People Food for Pets" in their marketing unless certain criteria are satisfied. Evanger's also will not circulate videos and images of people eating their products. Also, Evanger's will not make the unqualified statement that their facilities are "USDA inspected" unless the facility is certified by USDA-FSIS. Where appropriate, Evanger's may refer to its facility as USDA-APHIS inspected and certified under the USDA National Organic Program.
- **Notice to Distributors and Retailers.** Evanger's will notify their distributors, online retailers, and brick and mortar retailers about their advertising changes and request that distributors, online retailers, and brick and mortar retailers do the same.
- **Testing.** Evanger's has improved their manufacturing practices, including employee training, supplier verification, tracing of ingredients, and testing protocols. As part of the settlement, Evanger's has agreed to submit their hand-packed beef products to additional third-party random testing for a limited period of time.

Cash payment. Evanger's has agreed to pay \$545,500 into a fund to be used for:

- Cash awards to Settlement Class members to reimburse them for verified purchases of Evanger's Hunk of Beef, Evanger's Braised Beef, or Against the Grain Pulled Beef with Gravy between December 1, 2015 and June 30, 2017. The amount of the cash payment will depend on the amount of the claimant's verified purchase, the number of claims submitted for cash awards, and other factors.
- Cash awards for verified out-of-pocket veterinary expenses that were due to a pet eating Evanger's Hunk of Beef, Evanger's Braised Beef, or Against the Grain Pulled Beef with Gravy purchased between December 1, 2015 and June 30, 2017.
- Settlement administration costs, including notice and claims administration costs;
- Any attorneys' fees and costs awarded by the Court; and
- Any payments to the class representatives awarded by the Court.

Merchandise certificates for known purchasers. Settlement Class members have the option of redeeming certificates valued at 50% of the verified amount of Evanger's Hunk of Beef, Evanger's Braised Beef, or

Against the Grain Pulled Beef with Gravy that they purchased between December 1, 2015 and June 30, 2017. The value of the merchandise certificates will not be affected by the number of claims submitted.

Merchandise certificates for unverified purchasers. Settlement Class members who submit a valid claim but have no proof of purchase will receive a certificate that allows the claimant to obtain at no cost three (3) cans of Evanger's or Against the Grain products from a retailer that currently sells these products. A list of such retailers is available on the Evanger's and Against the Grain websites. If there is no retailer located near a particular Settlement Class member, the person will be able to contact Evanger's to redeem his or her certificate directly.

6. How much will my cash payment be?

The cash award to each eligible Settlement Class member, who has proof of purchase of Evanger's Hunk of Beef, Evanger's Braised Beef, or Against the Grain Pulled Beef with Gravy, will be determined by the following formula:

- (a) First, subtract any court-awarded attorneys' fees, service awards to Class Representatives, and settlement administration expenses from the \$545,500.00 settlement fund. Class Counsel intend to request \$295,000 in attorneys' fees and costs, \$2,500 for each of the six Class Representatives for a total of \$15,000, and \$150,000 in settlement administration expenses. If the Court approves these requests, \$85,500 will remain to pay class claims (Net Fund).
- (b) Second, the Settlement Administrator will calculate the total amount of veterinary expenses timely and validly claimed by Settlement Class members and subtract those amounts from the Settlement fund. The remaining amount shall be the "Net Payment Fund."
- (c) Third, the Settlement Administrator will calculate the total amount of the Settlement Class member's timely and valid claims for a cash payment. Each Settlement Class Member, who has proof of their purchase of Evanger's Hunk of Beef, Evanger's Braised Beef, or Against the Grain Pulled Beef with Gravy, will be eligible to receive 25% of the verified total value of those products from the Net Payment Fund instead of a merchandise certificate for 50% of their verified purchases. If insufficient funds exist to pay Settlement Class members their full 25%, their payment will be reduced proportionally. In addition, if funds remain after paying eligible claimants 25% of their total verified purchases, remaining amounts will be distributed to eligible claimants proportionally based on the total amount of their verified purchases up to 100% of their verified purchases. For example, if Settlement Class member Mary purchased \$100 of Recalled Products and Settlement Class member Joe purchased \$200, Settlement Class member Joe would receive a pro rata share of remaining funds that is equal to twice that of Settlement Class member Mary. Conversely, if insufficient funds exist to pay Settlement Class members their full 25%, their cash awards will be reduced proportionally.
- (d) Fourth, the reimbursement payment calculated in (c) will be added to any veterinary expenses awarded to the Settlement Class member.
- (e) Evanger's also agrees to provide Class Members who purchased any Evanger's Hunk of Beef, Evanger's Braised Beef, or Against the Grain Pulled Beef with Gravy with proof of their purchases with the option of redeeming merchandise certificates valued at 50% of the verified amount of these products purchased in lieu of cash payment. Class Members, who elect merchandise certificates will not have the value of the merchandise certificates reduced depending on the number of claims.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

7. How do I make a claim?

To qualify for payment, you must submit a Claim Form by April 8, 2020. You may submit a Claim Form online by going to the Settlement Website at www.evangerssettlement.com and following the instructions. If you received a postcard with an attached claim form, simply complete the Claim Form, tear it off at the perforated line, and mail. You also may download a paper Claim Form on the Settlement Website or call the Settlement Administrator at 1-888-404-0223 to request a paper Claim Form. Claim Forms sent by mail must be postmarked by April 8, 2020 and mailed to:

Mael v. Evanger's Dog and Cat Food Co., Inc., et al. Settlement Administrator
c/o CPT Group Inc.
50 Corporate Park
Irvine, CA 92606

To receive a payment for veterinary expenses, you must submit to the Settlement Administrator veterinary records that indicate the pet's illness was caused by the pet eating Evanger's Hunk of Beef, Evanger's Braised Beef, or Against the Grain Pulled Beef with Gravy purchased between December 1, 2015 and June 30, 2017, including your proof of purchase of these products. A veterinarian agreed upon by the parties will review the records to determine whether the claimant qualifies for a veterinary expense award.

To receive a cash payment to reimburse you for part or all of the amounts you paid to purchase Evanger's Hunk of Beef, Evanger's Braised Beef, or Against the Grain Pulled Beef with Gravy between December 1, 2015 and June 30, 2017, your purchase must be verified. There are three ways to verify a purchase:

1. Visit the Settlement Website at www.evangerssettlement.com and type in your CPT ID. If records verifying your purchase have already been obtained in this litigation, the total amount of your verified purchase will display on the Settlement Website and no additional proof of purchase is necessary.
2. Visit the Settlement Website at www.evangerssettlement.com and upload proof of purchase from your own records.
3. Submit paper proofs of purchase to the Settlement Administrator with your claim form.

8. When will I get a payment?

The Court will hold a hearing on June 12, 2020 at 9:30 a.m. to decide whether to approve the settlement. If the settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved, and resolving them can take more than a year. Please be patient.

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

Unless you exclude yourself, you are staying in the Settlement Class and you will be a Settlement Class Member. That means you can't sue, continue to sue, or be part of any other lawsuit against Evanger's regarding the claims that are the subject of the settlement. If the settlement is approved and becomes final and not subject to appeal, then you and all Settlement Class Members release all "Released Claims" against all "Released Parties." It also means that all of the Court's orders will apply to you and legally bind you.

The Settlement Agreement (available at www.evangerssettlement.com) describes the claims you are releasing (the “Released Claims”) and against whom you are releasing claims (“Released Parties”) in detail, so read it carefully.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I exclude myself from the settlement?

To exclude yourself from the settlement, you must send a letter saying that you want to be excluded from the Mael v. Evanger’s Dog and Cat Food Co. settlement. You must sign the letter and include the following statement: “I request to be excluded from the settlement in the Mael v. Evanger’s action.” You must also include your full name, address, telephone number where you may be contacted, the telephone numbers you maintain were called, and your signature. Your exclusion request must be postmarked no later than April 8, 2020, and must be mailed to:

Mael v. Evanger’s Dog and Cat Food Co., Inc., et al. Settlement Administrator
c/o CPT Group Inc.
50 Corporate Park
Irvine, CA 92606

You cannot exclude yourself on the phone or by fax or email. If you ask to be excluded, you will not get any payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

11. If I don’t exclude myself, can I sue Evanger’s for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Evanger’s for the claims that this settlement resolves. If you already have a lawsuit that may relate to the claims being released as part of this class settlement, you should speak to your lawyer in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is April 8, 2020.

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

No. If you exclude yourself, do not submit a claim to ask for a payment.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed Terrell Marshall Law Group and Andersen Sleater Sianni LLC to represent you and other Settlement Class members. These lawyers are called 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.

14. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$295,000 to them for attorneys’ fees and out-of-pocket expenses. This payment would pay Class Counsel for their time investigating the facts, litigating the case, and negotiating the settlement. Class Counsel also will request the following service awards for the Plaintiffs: Nicole Mael: \$2,500, Guy Mael: \$2,500, Nadine Vigliano: \$2,500, Britney Morea: \$2,500, Angela Bertucci: \$2,500, and Tina Wiepert: \$2,500. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

15. How do I object to the settlement?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you can object to the settlement if you don't like any part of it. You may give reasons why you think the Court should not approve it. The Court will consider your views. The Court cannot change the terms of the Settlement. The Court can only approve or deny the Settlement. To object, you must file a written objection with the Court, stating that you object to the settlement in *Mael et al. v. Evanger's Dog and Cat Food Co., et al.* The written objection must include your name, address and telephone number where you can be contacted; a statement of all grounds for your objection with the factual and legal support for each stated ground; the identity of any witnesses you may call to testify; copies of any exhibits you intend to introduce as evidence at the Final Approval Hearing; a statement of the identity (including name, address, phone number and email) of any lawyer who will be representing you with respect to your objection; a statement of whether you intend to appear at the Final Approval Hearing; and a statement regarding whether your objection applies to just you, a subset of the Settlement Class, or the entire Settlement Class. You must file the objection with the Court, so that it is received by the Court no later than April 8, 2020.

Mael, et al. v. Evanger's Dog and Cat Food Co., et al.
Case No. 3:17-cv-05469-RBL
Clerk of the Court
U.S. District Court for the Western District of Washington
1717 Pacific Avenue, Room 3100
Tacoma, WA 98402-3200

16. What's the difference between objecting and excluding myself from the settlement?

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

THE COURT'S FAIRNESS HEARING

17. When and where will the Court hold a hearing on the fairness of the settlement?

The Court will hold the final fairness hearing at 9:30 a.m. on June 12, 2020, before the Honorable Ronald B. Leighton at the U.S. District Court for the Western District of Washington, 1717 Pacific Avenue, Room 3100, Tacoma, WA 98402. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the service award to the class representatives. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

Note: The date and time of the fairness hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, www.evangerssettlement.com.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed and mailed on time, and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

19. May I speak at the hearing?

If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement Agreement. If you file an objection (see Question 15) and intend to appear at the hearing, you must state your intention to do so in your objection. You cannot speak at the hearing if you exclude yourself or if you fail to state your intention to do so in your objection.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you'll get no money or merchandise certificate from this settlement. But, 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 Evanger's about the claims released in this case.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement on the Settlement Website at www.evangerssettlement.com. You can also get a copy of the Settlement Agreement by contacting the Settlement Administrator by calling 1-888-404-0223 toll free or writing to Mael v. Evanger's Dog and Cat Food Co., Inc., et al. Settlement Administrator c/o CPT Group Inc. 50 Corporate Park, Irvine, CA 92606.

22. How do I get more information?

You can call 1-888-404-0223 toll free or write to Mael v. Evanger's Dog and Cat Food Co., Inc., et al. Settlement Administrator c/o CPT Group Inc. 50 Corporate Park, Irvine, CA 92606; visit the Settlement Website at www.evangerssettlement.com, where you will find answers to common questions about the settlement, a Claim Form, plus other information to help you determine whether you are a member of the Settlement Class; or you can contact class counsel by mail at Terrell Marshall Law Group, 936 N. 34th Street, Suite 300, Seattle, Washington 98103 or by phone at 1-206-816-6603.

You may be able to learn the amount of your verified purchases by visiting the Settlement Website and following the instructions. If information regarding the verified purchases is not available, the Settlement Website also provides additional information about how to submit proof of purchase.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.