

NOTICE OF CLASS ACTION SETTLEMENT

**If You Bought the Real Ham Bone For Dogs
Your Rights May Be Affected and You May Be Eligible for Settlement Benefits**

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

- Please read this Notice carefully. Your legal rights may be affected whether you act or do not act.
- A proposed Settlement has been reached in a class action lawsuit claiming that Dynamic Pet Products, LLC and Frick's Meat Products, Inc. ("Defendants") violated Missouri law regarding the marketing and sale of the Real Ham Bone For Dogs product (*see* Question 3). Defendants deny that they did anything wrong but, without admitting any liability, have decided to settle the action. The court in charge of this lawsuit has granted preliminary approval of the proposed Settlement, but still has to decide whether to grant final approval.
- You may be eligible to participate in the proposed Settlement, if it is finally approved, if you purchased a Real Ham Bone for Dogs product between January 1, 2011 and May 12, 2017 or if you sustained dog injury/property damage from use of the Real Ham Bone for Dogs product between January 1, 2011 and May 12, 2017 and if you have not previously been reimbursed for dog injury/property damage.
- As described more fully below, persons eligible to participate in the proposed Settlement may receive (1) up to \$2,500.00 for documented veterinary bills and expenses for pet injury or death caused by the Real Ham Bone For Dogs product; and (2) reimbursement up to \$3.00 per bone purchased, with a limit of 10 bones with proof of purchase or a limit of 4 bones without proof of purchase.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY SEPTEMBER 9, 2017	This is the only way to receive a share of the proposed Settlement benefits.
EXCLUDE YOURSELF BY JULY 11, 2017	You will not get a share of the proposed Settlement benefits, but will retain any right you may have to sue Defendants separately about the claims involved in this case.
OBJECT OR COMMENT BY JULY 11, 2017	Write to the court in charge of this case explaining why you do not like the proposed Settlement. You must remain in the class to comment in support of or in opposition to the proposed Settlement. If you file an objection, you may also speak in Court at the final hearing that will be held to determine the fairness of the proposed Settlement ("Fairness Hearing").
DO NOTHING	You will not get a share of the proposed Settlement benefits, will give up your right to object to the proposed Settlement, and will give up your rights to sue Defendants and any Released Persons separately about your purchase of the Real Ham Bone For Dogs product.

These rights and options
– **and the deadlines to exercise them** –
are explained in this Notice.

BASIC INFORMATION

1. Why was this Notice issued?

You have a right to know about the proposed Settlement of this class action lawsuit and about your options before the Court decides whether to give final approval to the 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.

This lawsuit is being overseen by the Honorable Marco Roldan, a Judge in the Circuit Court of Jackson County, Missouri at Independence (the “Court”). The lawsuit is known as *Michael Taylor, et al. v. Dynamic Pet Products, LLC, et al.*, Case No. 1616-CV11531. The people who brought the suit (Michael Taylor, Dawn Fortner and Catherine Gemkow) are called the “Plaintiffs” or the “Class Representatives.” The “Defendants,” the parties who were sued, are Dynamic Pet Products, LLC and Frick’s Meat Products, Inc. Sometimes the Plaintiffs and Defendants are referred to in this Notice collectively as “Parties” or individually as “Party.”

The Court has not decided in favor of any Party, 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?

This lawsuit is about Defendants’ allegedly false and deceptive marketing of the Real Ham Bone For Dogs product, which has been sold nationwide through retail stores and online. Plaintiffs allege that Defendants misrepresented the product as safe, when the product was prone to splinter into needle-like shards and cause significant physical injury when chewed by dogs. Defendants deny all of these allegations, deny any liability in the case, and contend that the dogs should not have been left unsupervised to eat the bones rather than simply chew them.

4. Why is there a proposed Settlement?

The Parties have reached a proposed Settlement to resolve this matter without 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 the Settlement benefits described in this Notice if they are eligible according to the requirements of this Settlement. The Class Representatives and the 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 SETTLEMENT?

5. Am I part of this Settlement Class?

To participate in the 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 Real Ham Bone For Dogs product or who sustained pet injury/property damage from use of the Real Ham Bone For Dogs product between January 1, 2011 and May 12, 2017 subject to certain exceptions (described in Question 6).

6. Are there exceptions to being included?

The proposed Settlement does not include:

- Any person who purchased the Real Ham Bone For Dogs product for resale;
- 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.RealHamBoneSettlement.com. You may also send questions to the Settlement Administrator at:

Real Ham Bone Settlement
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

THE SETTLEMENT BENEFITS

8. What does the proposed Settlement provide?

The proposed Settlement, if finally approved, provides the following benefits to Class Members: (1) payment up to \$2,500.00 for pet injury or death caused by the Real Ham Bone For Dogs product when accompanied by the declaration included in the Claim Form and appropriate documentation (as described in the Claim Form) of the purchase or use of the product and the association of the product with the pet injury or death; and (2) payment up to \$3.00 per bone for reimbursement of the purchase price of the Real Ham Bone For Dogs product, with a limit of ten (10) bones per claim with proof of purchase and four (4) bones per claim without proof of purchase.

The proposed Settlement provides for a cash fund to pay the first \$150,000.00 of claims for pet injury or death or for product purchase reimbursement. For claims in excess of this \$150,000.00 cash fund, payment of reimbursement for product purchase claims is limited to a maximum total payment of \$950,000.00.

For claims in excess of the \$150,000.00 cash fund, payment of pet injury/death claims is based on the year in which the injury or death occurred. The proposed Settlement establishes a maximum total payment of \$50,000.00 per year for pet injury/death claims occurring in any single year of the Class period (i.e., 2011, 2012, etc.) If the value of valid pet injury/death claims filed for any single year

exceeds \$50,000.00, all of the claims for that year will be paid on a pro rata basis. No payment will be made for pet injury/death claims previously paid by Defendants and/or for which Defendants have already received a release.

If the value of valid claims in any category exceeds the maximum amount for the category, all such claims will be paid on a pro rata basis.

The proposed Settlement also provides that Defendants agree to an injunction preventing them from manufacturing or selling dog products sourced from pig bones until the earliest of (1) the product is reformulated so that it is more durable than an uncooked bone or (2) Defendants obtain insurance coverage to compensate owners whose pets have been killed or injured due to consumption of the product.

9. What happens if there are any Settlement funds remaining?

If there are any funds remaining in the Settlement Fund after all valid claims for cash payments are processed and paid and all attorneys' fees and expenses, notice and administrative costs, and Class Representative incentive awards are paid, the Claims Administrator will remit the remaining balance to Defendants.

HOW TO GET A PAYMENT

10. How can I get a cash payment?

If you are a Class Member and you 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.RealHamBoneSettlement.com. Be sure to read the instructions carefully, fill out the form fully, and provide all required documentation.

The Claim Form can be submitted online or by mail. If you choose to submit it online, you must do so by September 9, 2017. If you choose to submit a hard copy by mail, it must be postmarked by September 9, 2017 and mailed to:

Real Ham Bone Settlement
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

You must fully complete the Claim Form and submit it by the deadline in order to receive benefits under the proposed Settlement.

11. When will I get my cash payment?

Settlement benefits will be distributed if the Court grants final approval of the proposed Settlement and after any appeals are resolved. The Court will hold a Fairness Hearing on August 3, 2017, 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 not approved in any appeal that may be brought, you will not receive any cash payment. Please check the Settlement website for updates on the progress of the Settlement.

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 any of their past and present respective parents, subsidiaries, divisions, affiliates, persons and entities directly or indirectly under its or their control in the past or in the present; Defendants' respective assignors, predecessors, successors and assigns; and the past or present partners, shareholders, managers, members, directors, officers, employees, agents, attorneys, insurers, accountants, and representatives of any and all of the foregoing on the basis of the legal and factual issues involved in this lawsuit or otherwise released by the Settlement Agreement and the Court's Final Judgment and Order. 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 on the basis of the legal and factual issues involved in this lawsuit or that are released by the Settlement Agreement and the Court's Final Judgment and Order.

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you do not want to participate in this proposed Settlement or receive the benefits provided by this Settlement, but you want to keep the right to sue Defendants on your own concerning the legal and factual issues involved in this case, then you must take steps to exclude yourself or "opt out" of the Class, as described in this Notice and the Settlement Agreement, which is available on the Settlement website: www.RealHamBoneSettlement.com. 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.

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

You can exclude yourself from the Class and the proposed Settlement by mailing a letter, postmarked no later than July 11, 2017, to the Settlement Administrator at the following address:

Real Ham Bone Settlement
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614

Your letter must state that you want to be excluded from the Class in *Michael Taylor, et al. v. Dynamic Pet Products, LLC, et al.*, Case No. 1616-CV11531, and must include your legal name, address, and telephone number. The letter must also be personally signed by you.

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 your letter within the deadline, you will remain a Class Member and will not be able to sue Defendants on the basis of the legal and factual issues involved in this case or that are released by the Settlement Agreement and the Court's Final Judgment and Order.

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

Unless you exclude yourself, you are part of the Class and cannot sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal and factual issues involved in this case or that are released by the Settlement Agreement and the Court's Final Judgment and Order, if the Court grants final approval of the proposed Settlement. 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 do not submit a Claim Form. 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 this case if the proposed Settlement is finally approved.

However, you may sue, continue to sue, or be part of a different lawsuit against Defendants involving the claims in this case.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

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 case 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 this case, 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 be paid?

Class Counsel has prosecuted this case seeking damages and injunctive relief for the Class on a contingency fee basis. They have not received any fees or reimbursement for the expenses associated with litigating this 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 \$700,000.00 to compensate and reimburse them for their efforts and risks incurred in prosecuting this case and obtaining the Settlement benefits for the Class. The Court may award a different amount. Defendants have agreed not to oppose, or support any objection to, Class Counsel's request for attorneys' fees, costs, and expenses in an amount not to exceed \$700,000.00. Separate and apart from the Settlement benefits described in Question 8 above, Defendants will pay the fees and expenses that the Court awards, as well as the costs to provide notice to the Settlement Class and to administer the settlement.

These amounts will not come out of the funds for benefits to Settlement Class Members. No Settlement Class Member will pay anything. Class Counsel will file their application with the Court for an award of attorney’s fees, costs, and expenses not to exceed the above amounts on or before July 27, 2017.

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 that 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 July 11, 2017 and mailed to each of the following three addresses, postmarked by July 11, 2017:

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 David L. Heinemann Shank & Moore, LLC 1968 Shawnee Mission Parkway Suite 100 Mission Woods, KS 66205	Daniel E. Tranen Wilson Elser Moskowitz Edelman & Dicker LLP 101 West Vandalia Street, Suite 220 Edwardsville, Illinois 62025

In your written objections, you must include your legal name, address, and telephone number; provide information sufficient to identify the case (*Michael Taylor, et al. v. Dynamic Pet Products, LLC, et al.*, Case No. 1616-CV11531) and demonstrate membership in the Class (including information verifying the approximate date the objector purchased The Real Ham Bone For Dogs and the location (store, city and state) where the objector purchased The Real Ham Bone For Dogs and/or information and documents verifying that the objector suffered pet injury/property damage from use of The Real Ham Bone For Dogs during the Class Period); 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; and state whether you intend to appear at the Fairness Hearing, either in person or through counsel. You must also personally sign your written objections.

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 July 18, 2017

Even if you object to the proposed Settlement, you may submit the Claim Form in order to share in the benefits of the proposed Settlement, if it is granted final approval by the Court.

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

The Court will hold a Fairness Hearing to decide whether to grant final approval to the proposed Settlement. You may attend at your own cost and you may ask to speak at the Fairness Hearing, but you do not have to do so.

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

The Court will hold a Fairness Hearing at 1:30 p.m. on August 3, 2017 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.RealHamBoneSettlement.com) for updates.

At the Fairness Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much to pay Class Counsel and whether to pay the Class Representative an incentive award for prosecuting this case on behalf of the Class. The Parties have agreed that Class Counsel may request from the Court incentive awards for the Class Representatives in the amount of \$5,000 apiece. After or at the Fairness Hearing, the Court will decide whether to grant final approval of the proposed Settlement. We do not know how long it will take for the Court to make these decisions.

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 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.

Please note that the Court has the right to change the date and/or time of the Fairness Hearing without further notice. If you are planning to attend the Fairness Hearing, you should confirm the date and time before going to the Court.

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 *Michael Taylor, et al. v. Dynamic Pet Products, LLC, et al.*, Case No. 1616-CV11531, 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 July 11, 2017 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 David L. Heinemann Shank & Moore, LLC 1968 Shawnee Mission Parkway Suite 100 Mission Woods, KS 66205	Daniel E. Tranen Wilson Elser Moskowitz Edelman & Dicker LLP 101 West Vandalia Street, Suite 220 Edwardsville, Illinois 62025

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.RealHamBoneSettlement.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. You may also call the Settlement Administrator at 1-866-276-3832 or write with questions to the Settlement Administrator at:

Real Ham Bone Settlement
c/o Dahl Administration
P.O. Box 3614
Minneapolis, MN 55403-0614