

Exhibit D

Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litig.,
Case No. 3:21-CV-00007-RLY-MPB (S.D. Ind.)

PLAN OF ALLOCATION

1. This Plan of Allocation (attached as Exhibit D to the Settlement Agreement and Release) adopts and incorporates by reference all of the Definitions contained in the Settlement Agreement and Release for this Action and incorporates by reference and shall be interpreted and implemented consistent with the Settlement Agreement and Release.
2. This Plan of Allocation, subject to the Court's approval, shall be utilized and followed by the Settlement Administrator to calculate the value of and pay each Valid Claim Form submitted in conjunction with this Settlement.
3. Each Valid Claim Form shall be paid in accordance with this Plan of Allocation.
4. Pet Injury Claims – Each Fully Documented Pet Injury Claim is subject to an initial \$150,000 cap. This cap may be adjusted upward if adequate funds are available in the Net Settlement Fund after each Valid Claim Form is valued at 100% of its approved amount. Settlement Class Members who submit valid Pet Injury Claims shall have their claims valued and paid as follows:
 - a. Fully Documented Pet Injury Claims – Paid at 100% of approved documented losses, subject to an initial \$150,000 cap as referenced above in paragraph 4. Documentation includes invoices, receipts, cancelled checks, veterinarian records, business records, breeding business records, and other similar evidence of actual out of pocket expenses or losses. Pet Injury Claims supported solely by a declaration will not qualify under this section.
 - b. Pet Injury Claims Documented Solely By Declaration - Paid at \$75 for pets that became ill but did not die and \$150 for pets that died. Pet Injury Claims supported solely by declaration(s) and which are not credible as determined by the Settlement Administrator will be rejected.
 - c. Pro-Rata Reduction - If the total initial proposed payments of all Valid Claim Forms exceeds the amount available in the Net Settlement Fund, minus any covered costs and expenses, then each eligible Settlement Class Member who submitted a valid Pet Injury Claim shall have their payment reduced on a pro rata basis (e.g., If the total of all Valid Claim Forms exceed the Net Settlement Fund by 20%, then the initial proposed payment amount for each Valid Claim Form for Pet Injury Claims shall be reduced by 20%).
 - d. Supplemental Pet Injury Claim Payments - If the total initial proposed payments for Valid Claim Forms is less than the amount available in the Net Settlement Fund, and funds remain in the Net Settlement Fund after paying Fully Documented Pet Injury Claims for approved amounts that exceed the \$150,000 individual claim cap, then each eligible Settlement Class Member who submitted a valid Fully

Documented Pet Injury Claim shall have their payment increased not to exceed more than three-times the initial valuation (e.g., a \$1,000 initial proposed payment could be increased up to a \$3,000 payment). Subject to Paragraph 4(e) below, this supplemental payment shall not exceed \$10,000.00. This additional supplemental payment is intended to compensate these Class Members for emotional distress, pain and suffering, and related damages.

- e. If funds remain in the Net Settlement Fund after allocation of the Supplemental Pet Injury Claim Payments (section 4d. above), the Parties, through counsel, shall alert the Court and seek approval from the Court for additional allocations to Fully Documented Pet Injury Claimants or to the *cy pres* recipient(s) pursuant to Paragraph 6.
5. Consumer Food Purchase Claims – Settlement Class Members who submit valid Consumer Food Purchase Claims shall have their claims valued and paid as follows:
 - a. Documented Claims: 100% of approved submitted losses if losses are supported by documentation (e.g., receipts; invoices; shipping order forms; confirmation emails; proof of payment; etc.).
 - b. Undocumented Claims: Up to \$25 for each bag of Midwestern Pet Food Products purchased, up to two (2) bags. Settlement Class Members who submit an undocumented Consumer Food Purchase Claim shall certify under to the truth and accuracy of their claim and that their claim is submitted in good faith and is based upon their best recollection.
 - c. If the total initial proposed payments of all Valid Claim Forms exceeds the amount available in the Net Settlement Fund, minus any covered costs and expenses, then each eligible Settlement Class Member who submitted a valid Consumer Food Purchase Claim shall have their payment reduced on a pro rata basis (e.g., If the total of all Valid Claim Forms exceed the Net Settlement Fund by 20%, then the initial proposed payment amount for each Valid Claim Form shall be reduced by 20%).
 6. Cy Pres Payment – Any funds remaining in the Net Settlement Fund after the completion of the Pet Injury Claim process and the Consumer Food Purchase Claim process (e.g., stale checks that were not cashed) shall be paid to the Cy Pres recipient(s) agreed upon by the Parties and approved by the Court.
 7. Pet Injury Claim Appeal Process – For claimants who receive a valuation letter for a Pet Injury Claim, the claimant shall have 30 days from the date on the valuation letter to appeal or challenge the valuation. The appeal should state in writing why the valuation is erroneous and include all evidence supporting their claimed valuation. Upon receipt of the appeal, a neutral shall evaluate the appeal, including all supporting evidence and documentation, and make a determination within 10 days of receipt of the appeal. The neutral's determination shall be final and binding on all parties.