SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Leeman and Doskocil Manufacturing Company, Inc.

This Settlement Agreement is entered into by and between Dr. Whitney R. Leeman ("Leeman") and Doskocil Manufacturing Company, Inc. ("Doskocil"), with Leeman and Doskocil collectively referred to as the "Parties." Leeman is an individual residing in California who seeks to promote awareness of exposures to toxic chemicals and to improve human health by reducing or eliminating hazardous substances contained in consumer products. Doskocil employs ten or more persons and is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5 *et seq*. ("Proposition 65").

1.2 Product Description

The products covered by this Settlement Agreement are limited to and defined as vinyl/PVC pet tie-out cables of all sizes and lengths, including the exemplar product identified in the notice, more particularly described as the *Aspen Pet 20-ft. Tie-Out, Pet#4149, BC13012D*, UPC#0 17334 92020 1, which are manufactured, imported, distributed, sold and/or offered for sale by Doskocil in the State of California, hereinafter the "Products."

1.3 General Allegations

Leeman alleges that Doskocil has manufactured, imported, distributed and/or sold in the State of California vinyl/PVC pet tie-out cables containing di (2-ethylhexyl) phthalate ("DEHP"). DEHP is listed pursuant to Proposition 65 as a chemical known to the State of California to cause birth defects and other reproductive harm.

1.4 No Admission

Doskocil denies the material, factual and legal allegations contained in Leeman's Notice and maintains that all products that it has sold and distributed in California, including the

Products, have been and are in full compliance with all applicable laws. Nothing in this Settlement Agreement shall be construed to be an admission by Doskocil of any fact, finding, issue of law or violation of law; nor shall compliance with this Settlement Agreement constitute or be construed as an admission by Doskocil of any fact, finding, conclusion, issue of law or violation of law. However, this section shall not diminish or otherwise affect the obligations, responsibilities and duties arising under this Settlement Agreement.

1.5 Notice of Violation

On December 20, 2013, Leeman served Doskocil and various public enforcement agencies with a document entitled "60-Day Notice of Violation" ("Notice") that provided the recipients with notice that Doskocil was in violation of California Health & Safety Code § 25249.6 for its failing to warn consumers that the Products exposed users in California to DEHP. No public enforcer has diligently prosecuted the allegations set forth in the Notice.

1.6 Effective Date

For purposes of this Settlement Agreement, the term "Effective Date" shall mean March 20, 2015.

2. INJUNCTIVE RELIEF

2.1 Reformulation Standards

Reformulated Products are defined as those Products containing DEHP in concentrations less than 0.1 percent (1,000 parts per million ("ppm") when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3580A and 8270C or any other methodology utilized by federal or state agencies for the purpose of determining the DEHP content in a solid substance.

2.2 Reformulation Commitment

As of the Effective Date, Doskocil shall not manufacture, import, distribute, sell or offer the Products for sale in the State of California unless they are Reformulated Products pursuant to Section 2.1 above.

3. PENALTIES PURSUANT TO HEALTH & SAFETY CODE § 25249.7(b)

In settlement of all the claims referred to in this Settlement Agreement, Doskocil has been assessed a total of $13,500 in civil penalties in accordance with this Section. Each penalty payment will be allocated in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of Environmental Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to Leeman, as follows:

3.1 Initial Civil Penalty

On, or before the Effective Date, Doskocil shall pay a civil penalty in the amount of $4,000. Doskocil shall issue a check to: "The Chanler Group in Trust for Dr. Whitney R. Leeman" in the amount of $4,000.00. Leeman shall in advance of any payments required to be made by Doskocil described in this section (and any described in Section 3.2) provide Doskocil with a W-9 statement. All penalty payments shall be delivered to the address listed in Section 3.3 below.

3.2 Final Civil Penalty

Doskocil shall also pay a final civil penalty of $9,500 on or before June 1, 2015. Payment of the final civil penalty described in this section shall be waived by Leeman in its entirety, however, if, no later than May 15, 2015, an officer of Doskocil provides Leeman with written certification that, as of the date of such certification and continuing into the future, Doskocil has met the reformulation standard specified in Section 2.1 above, such that all Products manufactured, imported, distributed, sold and offered for sale in California by Doskocil are Reformulated Products. Leeman must receive any such certification on or before May 15, 2015. The certification in lieu of a final civil penalty payment provided by this Section is a material term, and time is of the essence. Doskocil shall issue a check for its final civil penalty payments to "The Chanler Group in Trust for Dr. Whitney R. Leeman" in the amount of $9,500 in the event it fails to timely provide written certification as required by this section.

3.3 Payment Procedures

All payments owed to Leeman, pursuant to Sections 3.1 through 3.2, shall be delivered to the following payment address:

The Chanler Group
Attn: Proposition 65 Controller
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710

4. REIMBURSEMENT OF FEES AND COSTS

The parties acknowledge that Leeman and her counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee issue to be resolved after the material terms of the agreement had been settled. Leeman then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been finalized. The parties then attempted to (and did) reach an accord on the compensation due to Leeman and her counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution of this agreement. Doskocil shall pay $20,000 for fees and costs incurred as a result of investigating, sending Notice to Doskocil, and negotiating a settlement in the public interest. Doskocil shall make the check payable to "The Chanler Group" and shall deliver payment on or before the Effective Date, to the address listed in Section 3.3 above.

5. RELEASES

5.1 Leeman's Release of Doskocil

This Settlement Agreement shall constitute a full, final and binding resolution between Leeman and Doskocil of any alleged violation of Proposition 65 that was or could have been asserted by Leeman, now or in the future, on behalf of herself, f her past and current agents, representatives, attorneys, successors and/or assignees, against Doskocil, its parents, subsidiaries,

affiliated entities under common ownership, directors, officers, employees, attorneys and each entity to whom Doskocil directly or indirectly distributes or sells Products including, but not limited to, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members and licensees ("Releasees"), based on their failure to warn about alleged exposures to DEHP contained in the Products that were manufactured, imported, distributed, sold and/or offered for sale by Doskocil in California before the Effective Date.

In further consideration of the promises and agreements herein contained, Leeman, on behalf of herself, her past and current agents, representatives, attorneys, successors and/or assignees, hereby waives all of her rights, now or in the future, to institute or participate in, directly or indirectly, any form of legal action and releases all claims that she may have including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses -- including, but not limited to, investigation fees, expert fees and attorneys' fees, but exclusive of fees and costs on appeal -- limited to and arising under Proposition 65 with respect to DEHP in the Products manufactured, imported distributed, sold and/or offered for sale by Doskocil before the Effective Date (collectively "claims"), against Doskocil and Releasees. This release is provided in Leeman's individual capacity and is not a release on behalf of the public.

5.2 **Doskocil's Release of Leeman**

Doskocil, on behalf of itself, its past and current agents, representatives, attorneys, successors and/or assignees, hereby waives any and all claims against Leeman and her attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Leeman and her attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter or with respect to the Products.

6. SEVERABILITY

If, subsequent to the execution of this Settlement Agreement, any of the provisions of this Settlement Agreement are deemed by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

7. GOVERNING LAW

The terms of this Settlement Agreement shall be governed by the laws of the State of California and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise rendered inapplicable by reason of law generally, or if any of the provisions of this Settlement Agreement are rendered inapplicable or no longer required as a result of any such repeal or preemption or rendered inapplicable by reason of law generally as to the Products, then Doskocil shall provide written notice to Leeman of any asserted change in the law and shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Products are so affected. Nothing in this Settlement Agreement shall be interpreted to relieve Doskocil from any obligation to comply with any pertinent state or federal toxic control law.

8. NOTICES

Unless specified herein, all correspondence and notices required to be provided pursuant to this Settlement Agreement shall be in writing and: (i) personally delivered; (ii) sent by first-class (registered or certified mail) return receipt requested; or (iii) sent by overnight courier, to one party by the other party at the following addresses:

For Doskocil:

Herbert J. Gilles, Esq.
Michael Walsh, Esq.
Strasburger & Price, LLP
901 Main Street, Suite 4400
Dallas, TX 75202
Attorneys for Doskocil Manufacturing Company, Inc.

For Leeman:

Proposition 65 Coordinator
The Chanler Group
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565

Any party, from time to time, may specify in writing to the other party a change of address to which all notices and other communications shall be sent.

9. **COUNTERPARTS; FACSIMILE AND SIGNATURES**

This Settlement Agreement may be executed in counterparts and by facsimile or pdf signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

10. **COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

Leeman agrees to comply with the reporting requirements referenced in Health & Safety Code § 25249.7(f).

11. **MODIFICATION**

This Settlement Agreement may be modified only by a written agreement of the Parties.

12. **AUTHORIZATION**

The undersigned are authorized to execute this Settlement Agreement and have read, understood and agree to all of the terms and conditions contained herein.

AGREED TO:

Date: 3/20/15

By: Whitney Leeman
Dr. Whitney R. Leeman

AGREED TO:

Date: _____

By: _____
Name:
Title:
Doskocil Manufacturing Company, Inc.

For Leeman:

Proposition 65 Coordinator
The Chanler Group
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565

Any party, from time to time, may specify in writing to the other party a change of address to which all notices and other communications shall be sent.

9. COUNTERPARTS; FACSIMILE AND SIGNATURES

This Settlement Agreement may be executed in counterparts and by facsimile or pdf signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

Leeman agrees to comply with the reporting requirements referenced in Health & Safety Code § 25249.7(f).

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This Settlement Agreement may be modified only by a written agreement of the Parties.

12. AUTHORIZATION

The undersigned are authorized to execute this Settlement Agreement and have read, understood and agree to all of the terms and conditions contained herein.

AGREED TO:

Date:_____

By:_____
Dr. Whitney R. Leeman

AGREED TO:

Date: 3/20/15

By: Madhusudan A Dewan
Name: MADHUSUDAN A. DEWAN
Title: EVP & CFO
Doskocil Manufacturing Company, Inc.