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November 14, 2008

VIA E-Filing

The Honorable Noel L. Hillman
United States District Court
for the District of New Jersey
Mitchell H. Cohen U.S. Courthouse
1 John F. Gerry Plaza, Room 6020
Camden, New Jersey 08101

**Re: In re: Pet Foods Products Liability Litigation
Civil Action No.: 07-2867; MDL No. 1850**

Dear Judge Hillman:

Pursuant to Section IV.D.1 of the Settlement Agreement, Defendants are to establish an escrow fund at Charter One Bank in Chicago. Under Section 7(F) of the Escrow Agreement Plaintiffs have the right to move the escrow fund. It is Plaintiffs intention to exercise that right and move the escrow fund to JP Morgan Chase in Chicago. Defendants have consented to this request. (See attached correspondence to Mary Gately)

While neither the Settlement Agreement nor the Escrow Agreement requires Court approval to effect the transfer, the Plaintiffs believe it prudent to seek Court approval, particularly since the

Final Order has not yet been entered. I have enclosed a proposed Order for Your Honor's consideration.

I am available to answer any questions the Court may have.

Thank you.

Respectfully yours,

s/Lisa J. Rodriguez
Lisa J. Rodriguez
Liaison Counsel for Plaintiffs

Enclosure

CC: Kenneth Wexler
Russell Paul
Mark Tamblyn
Mary Gately

WEXLER WALLACE LLP

Chicago, IL • Sacramento, CA

November 4, 2008

Via Electronic Mail

Mary E. Gately
DLA Piper US LLP
500 8th Street NW
Washington, DC 20004

RE: Pet Food Litigation

Dear Mary:

This is to confirm that, in light of current economic conditions, the parties have agreed to move the escrow account from Charter One Bank to JP Morgan Chase. We have secured JP Morgan's agreement to the existing escrow terms and we will forward the wiring instructions to you upon the opening of the account.

Please signify defendants' agreement to this change by signing and returning to me a copy of this letter. Upon receipt, I will forward it to Lisa Rodriguez, who will present the change to Judge Hillman for his approval. Assuming he gives it, we on the plaintiffs' side will send a letter to Charter One terminating the relationship pursuant to the terms of the escrow with them.

If you have any question, do not hesitate to call.

Very truly yours,


Kenneth A. Wexler

KAW:lyr

cc: Co-Lead Counsel (*via electronic mail*)
Lisa Rodriguez (*via electronic mail*)
Mark J. Tamblyn (*via electronic mail*)


Mary Gately

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE: PET FOOD PRODUCTS
LIABILITY LITIGATION

Civil Action No. 07-2867 (NLH)

MDL Docket No. 1850

THIS DOCUMENT RELATES TO:

ALL CASES

ORDER

This matter having been brought before the Court by Plaintiffs seeking to move the escrow fund created by the settlement in this matter from Charter One Bank to JP Morgan Chase; And the Defendants having consented to this change; It is hereby ORDERED that Plaintiffs are hereby authorized to move the escrow fund from Charter One Bank to JP Morgan Chase.

Honorable Noel L. Hillman, U.S.D.J.

Dated: November 14, 2008