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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant To Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported) May 3, 2016**

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**Central Garden & Pet Company**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-33268**  
(Commission  
File Number)

**68-0275553**  
(IRS Employer  
Identification No.)

**1340 Treat Boulevard, Suite 600, Walnut Creek, California**  
(Address of principal executive offices)

**94597**  
(Zip Code)

**Registrant's telephone number, including area code (925) 948-4000**

(Former name or former address if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On May 3, 2016, Central Garden & Pet Co. (the “Company”) appointed George C. Roeth as President and Chief Executive Officer of the Company, effective June 1, 2016. Mr. Roeth, age 55, has been a director of the Company since 2015. He was an executive with The Clorox Company for 27 years prior to his retirement in 2014, most recently, serving as a Chief Operating Officer and Executive Vice President from 2013 to 2014. Previous to those positions, Mr. Roeth served as Senior Vice President and General Manager, during which time he was also Chairman of the Board for the Clorox and Procter & Gamble Joint Venture. Since his retirement from The Clorox Company, Mr. Roeth has served on the Gryphon Investor Executive Board, advising on investments in the consumer packaged goods business. A copy of the press release announcing Mr. Roeth’s appointment is attached as Exhibit 99.1.

Under the terms of an employment agreement dated May 4, 2016, Mr. Roeth will receive an annual salary of \$775,000 and a target bonus equal to 100% of his base salary. He will also receive a signing bonus of \$500,000. Beginning in fiscal year 2019 and each subsequent year that he serves as Chief Executive Officer, Mr. Roeth will be entitled to a salary and target bonus for that fiscal year of not less than \$1,800,000. The employment agreement also provides for long-term equity compensation. For fiscal year 2016, Mr. Roeth will receive \$500,000 of Class A restricted stock. He is entitled to receive \$1,000,000 of stock options with respect to fiscal year 2017 and \$750,000 of stock options for subsequent fiscal years. For fiscal year 2018 and subsequent fiscal years, he is also entitled to receive at least \$750,000 of Class A restricted stock, subject to the achievement of certain performance goals. The vesting period for both the restricted stock and the stock options is 25% per year and the options expire six years from the date of grant.

The Company may terminate Mr. Roeth at any time without cause by giving him 90 days’ notice. Subject to executing a general release, Mr. Roeth will be entitled to continued vesting of previously granted stock options and Restricted Stock.

Under the terms of a post-employment consulting agreement, Mr. Roeth will provide consulting services for 48 months upon termination of his employment with the Company. For these services, Mr. Roeth will be entitled to receive, on an annual basis, 15% of his base salary at the time of the termination of his employment with the Company, in addition to any compensation he may be entitled to for serving on the Board of Directors of the Company.

The above descriptions of the Employment Agreement and Post Employment Consulting Agreement are qualified in their entirety by reference to those agreements. A copy of the Employment Agreement, and the Post Employment Consulting Agreement which is an exhibit to the Employment Agreement, are filed as Exhibit 10.25 to this Current Report and incorporated by reference herein.

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There are no family relationships between any director or executive officer of the Company and Mr. Roeth, and no transactions reportable under Item 404(a) of Regulation S-K in which he has a direct or indirect material interest. Further, there are no arrangements or understandings between Mr. Roeth and any other person pursuant to which he was appointed to serve as Chief Executive Officer.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Title or Description</u>
10.25*	Employment Agreement (including Post Employment Consulting Agreement), dated May 4, 2016 (effective June 1, 2016) between the Company and George Roeth.
99.1	Press release announcing CEO appointment, dated May 4, 2016.

\* Management contract or compensatory plan or arrangement.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CENTRAL GARDEN & PET COMPANY

By:                   /s/ George A. Yuhas                  

George A. Yuhas  
General Counsel and Secretary

Dated: May 6, 2016

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**EXHIBIT INDEX**

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99.1	Press release announcing CEO appointment, dated May 4, 2016.

\* Management contract or compensatory plan or arrangement.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), made this 4<sup>th</sup> day of May, 2016 is entered into by Central Garden & Pet Company ("the Company") and George Roeth ("Executive").

WHEREAS, the Company desires to employ Executive and Executive desires to become employed by the Company;

THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Effective Date:** This Agreement shall become effective on June 1, 2016 ("Effective Date").
2. **Term of Employment:** Executive will be employed by the Company for an indefinite term, subject to termination as set forth below.
3. **Position:** Executive shall serve as President and Chief Executive Officer of the Company. He shall perform those duties and responsibilities consistent with such position that are assigned to him by the Board of Directors of the Company. Executive's position and related terms and conditions of employment may from time to time be modified by the Company in its discretion.
4. **Full Time Performance of Duties:** During the Term of Employment, except for periods of absence occasioned by illness, reasonable vacation periods, and reasonable leaves of absence, Executive agrees to devote substantially all his business time, attention, skill, and efforts to the faithful and loyal performance of his duties under this Agreement and shall not during his employment with the Company engage in any other business activities, duties or pursuits, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of Company. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities for which Executive will not receive additional compensation from the Company, shall not be considered a breach of this Agreement if those activities do not materially interfere with the services required of Executive under this Agreement. Notwithstanding anything else herein contained, Executive shall be permitted to continue to be a member of the board of directors of Oil-Dri, or the board of another for-profit company of his choosing not competitive with the Company. In addition, Executive shall be permitted to continue to be a member of the Board of Directors of the East Oakland Youth Development Foundation and the board of one other non-profit entity of his choosing not competitive with the Company.
5. **Salary:** The Company will pay Executive an annualized base salary of \$775,000 in accordance with the Company's payroll practices for executives. Executive will be eligible for periodic salary reviews consistent with the Company's salary review practices for executives.

**6. Bonus:**

- (a) Executive will be eligible for a bonus each year during which Executive is employed hereunder with a target amount of one hundred percent (100%) of Executive's base salary in effect at the beginning of the year in question, to be awarded upon attainment of the annual operating goals and the personal goals established by the Board of Directors. The award and amount of any such bonus shall be in the discretion of the Company. During the first fiscal year and the last fiscal year of Executive's employment hereunder, at a minimum, a prorated portion of the target bonus amount measured by the portion of the fiscal year during which Executive is employed by the Company will be deemed earned.
- (b) In addition to the annual bonus referred to above, Executive will receive on the Effective Date a special signing bonus of \$500,000.
- (c) Notwithstanding anything else in this Section 6, the Company and Executive intend that for fiscal year 2019 and each subsequent fiscal year that Executive is employed hereunder, the sum of Executive's base salary plus target bonus for that fiscal year shall not be less than \$1,800,000.

- 7. Options:** At the time of the Companywide option grant for the Company's 2017 fiscal year, Executive will be granted non-qualified Stock Options to purchase shares (CENT or CENTA) at fair market value on the date of grant. The number of shares subject to such grant shall be determined so that the Black Scholes value of the grant shall be equal to one million dollars (\$1,000,000). At the election of Executive, and subject to approval by the Compensation Committee of the Board of Directors, all or any portion of such grant may be in the form of premium priced options provided that the aggregate Black Scholes value of the grant shall not exceed one million dollars (\$1,000,000). These options shall vest over a four (4) year period at a rate of twenty-five percent (25%) per year. The options shall expire six years from the issue date. The right to exercise the options shall be consistent with the terms of the Central Garden & Pet Company 2003 Omnibus Equity Incentive Plan. All determinations as to fair market value, Black Scholes value or numbers of shares required by this Section 7 shall be made by the Board of Directors in its sole discretion. At the time of the Companywide option grant for each subsequent fiscal year during which Executive is employed hereunder, Executive will receive a similar grant, which will in no event have a Black Scholes value of less than seven hundred fifty thousand dollars (\$750,000). If Executive terminates his employment as set forth in Section 15 or the Company terminates Executive's employment without cause as set forth in Section 16, and in either case, Executive executes a general release as contemplated by such Section, all options not yet vested shall continue to vest in accordance with the terms of Section 15 or Section 16; provided, however, that in the fiscal year of termination, only a prorated portion of the options granted with respect to that fiscal year – measured by the portion of the fiscal year during which Executive is employed by the Company – will continue to vest; provided, further, that in the event such termination of employment takes place prior to the Companywide option grant for that fiscal year, Executive shall be entitled to receive at the time of the Companywide stock option grant a prorated portion of the options which would otherwise have been granted with respect to that fiscal year – measured by the portion of the fiscal year during which Executive is employed by the Company.



8. **Restricted Stock:** At the time of the Companywide option grant for the Company's 2018 fiscal year and for each subsequent fiscal year during which Executive is employed hereunder, Executive will be granted an award of performance-based restricted stock (the "Restricted Stock") with a grant date fair market value (without any reduction for the restrictions imposed on such stock) of seven hundred fifty thousand dollars (\$750,000) (rounded up to the nearest share) which will be subject to the Sales and EBIT annual performance goals for fiscal years subsequent to fiscal 2017 to be established by the Board of Directors based on the operating plans which it approves for those years.

The Sales and EBIT targets for the Restricted Stock are distinct from one another, meaning that if one of the targets is missed for one of the fiscal years, that miss does not impact Executive's ability to earn shares for hitting the other target for that fiscal year or any targets for any other fiscal years.

During the last fiscal year of Executive's employment hereunder, a prorated portion of the shares which would have been earned by reason of the achievement of the Sales and EBIT targets for that fiscal year measured by the portion of the fiscal year during which Executive is employed by the Company will be deemed earned. In the event of a transaction involving a change in the ownership or the effective control of, or in the ownership of a substantial portion of the assets of, the Company as described in Section 409A(a)(2)(A)(v) of the Internal Revenue Code of 1986 as amended (a "Change in Control"), before the end of fiscal year 2017, the annual Sales and EBIT performance goals for the fiscal year in which the Change in Control occurs, as well as all future fiscal years, will be deemed to have been achieved, but the award will continue to be subject to the continued service requirement as set forth below.

With respect to fiscal year 2018 and subsequent fiscal years during which Executive is employed hereunder, the Compensation Committee of the Board of Directors shall develop a formula or other approach to: (a) increase the number of shares earned hereunder in any fiscal year in which the Company substantially exceeds the Sales and EBIT targets for that year; and (b) in any fiscal year in which the Company fails to achieve the Sales and EBIT targets but exceeds certain predetermined minimum amounts, designate some portion of the shares earned notwithstanding the failure of the Company to meet the Sales and EBIT targets for that year. Any such formula or other approach shall be determined by the Committee in its sole discretion.

The Compensation Committee of the Board of Directors will certify the number of shares earned based on the level of achievement of the annual performance goals, which will occur after the end of each fiscal year shortly after the filing of the Form 10-K containing the audited financial statements of the Company for the year in question, but in no event later than 120 days following the end of such fiscal year. Any unearned shares shall be immediately forfeited. Subject to the continued service requirement as set forth below, the number of shares earned for any fiscal year shall be released to Executive after the certification of the level of achievement of each fiscal year's performance goals at the rate of 25% per year commencing one year after the date of grant (the "Vesting Schedule").

In addition to the performance-based Restricted Stock to be granted to Executive for fiscal 2018 and subsequent fiscal years as set forth above, on the Effective Date, Executive will be granted an award of time-vested Restricted Stock with a grant date fair market value (without any reduction for restrictions imposed on such stock) of \$500,000 (rounded up to the nearest share), which shall be subject to the Vesting Schedule but not to the Sales or EBIT performance goals; and at the time of the Companywide option grant for fiscal 2017, Executive will be granted an award of time-vested Restricted Stock with a grant date fair market value (without any reduction for restrictions imposed on such stock) of \$500,000 (rounded up to the nearest share), which shall be subject to the Vesting Schedule but not to the Sales or EBIT performance goals.

The Restricted Stock will also be subject to Executive's continued service as an employee pursuant to the terms of this Agreement and as a consultant thereafter pursuant to the Amended and Restated Post Employment Consulting Agreement set forth in Exhibit A through the applicable release dates referenced above. In the event of Executive's termination for cause as set forth in Section 14, all shares not previously released to Executive will be forfeited. If Executive terminates his employment as set forth in Section 15 or the Company terminates Executive's employment without cause as set forth in Section 16, and in either case, Executive executes a general release as contemplated by such Section, all shares not previously released to Executive shall continue to vest in accordance with the terms of Section 15 or Section 16; provided, however, that in the fiscal year of termination, only a prorated portion of the shares earned with respect to that fiscal year – measured by the portion of the fiscal year during which Executive is employed by the Company – will continue to vest; provided, further, that in the event such termination of employment takes place prior to the Companywide option grant for that fiscal year, Executive shall be entitled to receive at the time of the Companywide stock option grant a prorated portion of the shares which would otherwise have been granted with respect to that fiscal year – measured by the portion of the fiscal year during which Executive is employed by the Company.

9. **Benefits:** Executive will not participate in the Company's medical plan, and in lieu of such participation will be paid an allowance to cover medical expenses equal to \$15,000 per year. Subject to the foregoing and applicable eligibility requirements, Executive will participate in any and all 401(k), life and long-term disability insurance and/or other benefit plans which, from time to time, may be established as generally applicable to other similarly situated Company executives. In addition, the Company will provide Executive with an annual allowance to cover financial planning services equal to \$20,000 per year.
10. **Charitable Contribution:** Each fiscal year during the term of this Agreement, commencing with fiscal year 2017, the Company will make a charitable contribution of \$100,000 in the aggregate to the charity or charities of the Executive's choosing. For fiscal year 2016, the Company's charitable contribution will be \$33,333 in the aggregate, which is a prorated amount based on the portion of fiscal year 2016 during which Executive is expected to be employed by the Company.

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11. **Automobile:** During the Term of Employment, the Company will provide Executive with a monthly automobile allowance of \$1,100.
12. [THIS SECTION INTENTIONALLY LEFT BLANK.]
13. **Incapacity or Death:** In the event that Executive becomes physically or mentally disabled or incapacitated such that it is the reasonable, good faith opinion of the Company that Executive is unable to perform the services required under this Agreement with or without reasonable accommodation, then after four (4) months of continuous physical or mental disability, this Agreement will terminate; *provided, however*, that during this four (4) month period, Executive shall be entitled to the continuation of his compensation as provided by this Agreement; however such continued payments by the Company shall be integrated with any disability, workers' compensation, or other insurance payments received, such that the total amount does not exceed the compensation as provided by this Agreement. For purposes of this Agreement, physical or mental disability does not include any disability arising from current use of alcohol, drugs or related issues. Notwithstanding the foregoing, if the Company terminates Executive's employment due to incapacity, all previously granted stock options and restricted stock shall continue to vest notwithstanding such incapacity or termination of employment, and with respect to stock options, shall remain exercisable until the expiration date of each such stock option set forth in Section 7 hereof. In the event of Executive's death during the term of this Agreement: (a) all previously granted stock options shall immediately vest and be exercisable by his estate until the applicable stock option expiration date; and (b) the service requirements of any previously granted restricted stock shall be waived, but the performance requirements shall still be applicable. Further, if the Company terminates Executive's employment due to incapacity or in the event of Executive's death during the term of this Agreement, all restricted stock previously earned will be immediately released to Executive or his estate, as the case may be.
14. **Termination by the Company For Cause:** The Company may terminate Executive for cause. If Executive is terminated for cause, he will receive only his compensation earned pro rata to the date of his termination. All other benefits will cease on the date of Executive's termination. Cause shall be defined as:
- (a) An act or omission constituting negligence or misconduct which is materially injurious to the Company;
  - (b) Failure to comply with the lawful directives of the Board of Directors;
  - (c) A material breach of this Agreement by Executive, which is not cured within thirty (30) days after written notice thereof;
  - (d) The abuse of alcohol or drugs;
  - (e) Fraud, theft or embezzlement of Company assets, criminal conduct or any other act of moral turpitude by which is materially injurious to the Company;
  - (f) A material violation by Executive of any securities law, regulation or compliance policy of the Company.

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15. **Termination By Executive:** Executive may terminate this Agreement: (a) in the event of a material breach by the Company by giving thirty (30) days written notice to the Company's Vice President of Human Resources; or (b) in the event of Executive's decision to retire from active employment by giving one hundred eighty (180) days' written notice to the Company's Vice President of Human Resources. If Executive terminates his employment under this section, within ten (10) days after a general release signed by Executive and the Company substantially in the form of the general release attached hereto as Exhibit C becomes irrevocable, Executive will be entitled to continued vesting of previously granted stock options and Restricted Stock to the extent provided in Sections 7 and 8 hereof and subject to his compliance with the terms of the Post Employment Consulting Agreement attached hereto as Exhibit A. Such continued vesting shall be Executive's sole and exclusive remedy in the event of a termination of this Agreement by Executive.
16. **Termination By The Company Without Cause:** The Company may terminate Executive's employment under this Agreement at any time without cause by giving Executive ninety (90) days' written notice of termination. If the Company terminates Executive under this section, within ten (10) days after a general release signed by Executive and the Company substantially in the form of the general release attached hereto as Exhibit C becomes irrevocable, Executive will be entitled to continued vesting of previously granted stock options and Restricted Stock to the extent provided in Sections 7 and 8 hereof and subject to his compliance with the terms of the Post Employment Consulting Agreement attached hereto as Exhibit A.
17. **Section 409A Delay:** Each payment hereunder subject to Section 409A will be considered a separate payment for purposes of Section 409A. To the extent that it is determined by the Company in good faith that all or a portion of any payments hereunder subject to Section 409A made in connection with Executive's separation from service are not exempt from Section 409A and that Executive is a "specified employee" (within the meaning of Section 409A) at the time of his separation from service, then payment of such non-exempt payments shall not be made until the date that is six (6) months and one day after his separation from service (or, if earlier, his death), with any payments that are required to be delayed being accumulated during the six-month period and paid in a lump sum on the date that is six (6) months and one day following his separation from service and any subsequent payments, if any, being paid in accordance with the dates and terms set forth herein.
18. **[THIS SECTION INTENTIONALLY LEFT BLANK]**
19. **Confidential Business Information:** The Company has and will continue to spend significant time, effort and money to develop proprietary information which is vital to the Company's business. During Executive's employment with the Company, Executive has and will have access to the Company's confidential, proprietary and trade secret information including but not limited to information and strategy relating to the Company's products and services including customer lists and files, product description and pricing, information and strategy regarding profits, costs, marketing, purchasing, sales, customers, suppliers, contract terms, employees, salaries; product development plans; business, acquisition and financial plans and forecasts and marketing and sales plans and forecasts (collectively called "Company Confidential

Information”). Executive will not, during his employment with the Company or thereafter, directly or indirectly disclose to any other person or entity, or use for Executive’s own benefit or for the benefit of others besides the Company, any Company Confidential Information. Upon termination of this Agreement, Executive agrees to promptly return all Company Confidential Information.

20. **Non-Solicitation of Employees:** While Executive is employed by the Company and for twelve (12) months after such employment terminates, Executive will not (acting either directly or indirectly, or through any other person, firm, or corporation) induce or attempt to induce or influence any employee of the Company to terminate employment with the Company when the Company desires to retain that person’s services
21. **Duty of Loyalty:** During term of this Agreement and any post-employment consulting agreement, Executive agrees that he will not, nor will he permit any entity or other person under his control, to directly or indirectly hold, manage operate or control, or participate in the ownership, management, operation or control of, or render executive, managerial, market research, advice or consulting services, either directly or indirectly, to any business engaged in or about to be engaged in developing, producing, marketing, distributing or selling lawn, garden, animal health, animal nutrition or pet related products; provided, however, that the foregoing restrictions shall not be applicable to cat litter products developed, produced or marketed by Oil-Dri.
22. **Separability:** Each provision of this Agreement is separable and independent of the other provisions. If any part of this Agreement is found to be invalid, the remainder shall be given full force and effect as permitted by law.
23. **Complete Agreement:** This Agreement constitutes the entire agreement between Executive and the Company regarding the subjects covered by this Agreement. No other agreement, understanding, statement or promise other than those contained in this Agreement is part of their employment agreement or will be effective. Any modification of this Agreement will be effective only if it is in writing and signed by a duly authorized officer of the Company.
24. **Notice:** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (except as may otherwise be specifically provided herein to the contrary) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed or mailed by certified or registered mail with postage prepaid:

(a) If to the Company to:                   Central Garden & Pet Company  
  1340 Treat Blvd., Suite 600  
  Walnut Creek, CA 94597  
  Attention: William E. Brown, Chairman

(b) If to the Executive to:

George Roeth  
President and Chief Executive Officer  
Central Garden & Pet Company  
1340 Treat Blvd., Suite 600  
Walnut Creek, CA 94597

25. **Related Agreements:** As an inducement to the Executive and to the Company to enter into this Agreement, Executive has executed Exhibit A Post Employment Consulting Agreement and Exhibit B Agreement to Protect Confidential Information, Intellectual Property and Business Relationships, and will execute, if appropriate Exhibit C, the General Release of All Claims, all attached and incorporated by reference. Exhibits A, B and C and sections 19, 20 and 21 of this Agreement shall survive the termination of this Employment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year referenced above.

\_\_\_\_\_  
/s/ George Roeth

(George Roeth)

Central Garden & Pet Company

By \_\_\_\_\_  
/s/ Jack Balousek

Jack Balousek, Interim Chairman

**POST EMPLOYMENT CONSULTING AGREEMENT**

This Agreement is made as of May 4, 2016 (the "Effective Date") by and between Central Garden & Pet Company and/or any of its wholly owned subsidiaries, successors and assigns (collectively called "the Company") and George Roeth ("Executive").

WHEREAS, Executive recognizes that in his capacity as a key executive with the Company he will provide unique services that will be exceedingly difficult to replace after termination of his employment;

WHEREAS, Executive recognizes that the Company desires continued access to Executive's unique services, knowledge and a reasonable transition after the termination of Executive's employment;

WHEREAS, Executive recognizes that he has been provided adequate consideration for entering into this Consulting Agreement ("Agreement");

THEREFORE, in consideration of the employment of President and Chief Executive Officer and other good and adequate consideration, Executive and the Company agree to the following:

1. **Right to Receive Consulting Services.** Executive hereby grants the Company the right to receive continuing Consulting Services on the terms provided herein following termination of Executive's employment with the Company.
2. **Consulting Services.** Executive will provide continuing strategic advice and counsel related to the business issues and projects Executive was involved in while employed by the Company ("Consulting Services"). Consulting Services shall perform at such times and in a manner as are mutually agreed and shall, on average, consist of 20 to 30 hours per month.
3. **Term of Agreement.** Executive will provide Consulting Services effective upon termination of Executive's employment with the Company and continuing thereafter for a period of forty-eight (48) months ("Term of Agreement").
4. **Compensation.** Executive shall be paid fifteen percent (15%) of his base salary at the time of termination of Executive's employment with the Company for each year during the Term of Agreement. This amount shall be paid one-twelfth (1/12) at the end of each month. Such compensation shall be in addition to any compensation to which Executive is entitled for serving on the Board of Directors of the Company.
5. **Expenses.** During the Term of Agreement, Executive will be reimbursed by the Company for all expenses necessarily incurred in the performance of this Agreement.
6. **Termination.** Notwithstanding the Term of Agreement specified above, this Agreement shall terminate under any of the following circumstances: (a) in the event Executive dies, this Agreement shall terminate immediately; (b) if due to physical or mental disability, Executive is unable to perform the services called for under this Agreement with or without reasonable

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accommodation, either the Company or Executive may terminate this Agreement by providing thirty (30) days' written notice; provided, however, that in the event of termination of Executive by the Company under this clause (b) the Company shall accelerate the vesting of any employee stock options previously granted to Executive which would otherwise cease to vest as a result of such termination; (c) Executive materially breaches the terms of this Agreement; (d) the Company terminates Executive's employment for cause pursuant to Section 14 of the Employment Agreement dated May 4, 2016 between the Company and Executive; and (e) the parties may terminate this Agreement by mutual written agreement.

**7. Unique Services. Duty of Loyalty.** Executive acknowledges and agrees that the services he performs under this Agreement are of a special, unique, unusual, extraordinary, or intellectual character, which have a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Executive further acknowledges and agrees that during his employment and, provided the Company exercises its option to engage Executive to provide Consulting Services and compensate him under the terms of this Agreement, then during the Term of Agreement he will have a continuing fiduciary duty and duty of loyalty to the Company. He agrees that during the Term of Agreement, he will not render executive, managerial, market research, advice or consulting services, either directly or indirectly, to any business engaged in or about to be engaged in developing, producing, marketing, distributing or selling lawn, garden, animal health, animal nutrition or pet related products or which would otherwise conflict with his obligations to the Company; provided, however, that the foregoing restrictions shall not be applicable to cat litter products developed, produced or marketed by Oil-Dri. Notwithstanding the foregoing, nothing contained in this Section 7 shall prevent Executive from serving on the Board of Directors of one or more companies or other entities which are not principally engaged in developing, producing, marketing, distributing or selling lawn, garden, animal health, animal nutrition or pet-related products during the Term of Agreement.

**8. Confidential Information or Materials.** During the Term of Agreement, Executive will have access to the Company's confidential, proprietary and trade secret information including but not limited to information and strategy regarding the Company's products and services including customer lists and files, product description and pricing, information and strategy regarding profits, costs, marketing, purchasing, sales, customers, suppliers, contract terms, employees, salaries; product development plans; business, acquisition and financial plans and forecasts and marketing and sales plans and forecasts (collectively called "Company Confidential Information"). Executive will not, during the Term of Agreement or thereafter, directly or indirectly disclose to any other person or entity, or use for Executive's own benefit or for the benefit of others besides Company, Company Confidential Information. Upon termination of this Agreement, Executive agrees to promptly return all Company Confidential Information.

**9. Remedies.** Executive understands and acknowledges that Company's remedies at law for any material breach of this Agreement by Executive are inadequate and that any such breach will cause the Company substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, including the return of consideration paid for this Agreement, Executive agrees that the Company shall have the right to seek specific performance and injunctive relief. It is also expressly agreed that, in the event of such a breach, Company shall also be entitled to recover all of its costs and expenses (including attorneys' fees) incurred in enforcing its rights hereunder.



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10. **Independent Contractor Status.** For all purposes, during the Term of Agreement, Executive shall be deemed to be an independent contractor, and not an employee or agent of the Company. Accordingly, Executive shall not be entitled to any rights or benefits to which any employee of Company may be entitled.

11. **Other Employment.** Nothing in this Agreement shall prevent Executive from performing services for other employers or business entities, consistent with the terms of this Agreement, during the Term of Agreement.

12. **Intellectual Property Rights.** Company shall have sole ownership of and all right, title and interest, to all data, drawings, designs, analyses, graphs, reports, products, tooling, physical property, computer programs, software code, trade secrets and all inventions, discoveries and improvements or other items or concepts, whether patentable or not, (collectively, "Intellectual Property") which are conceived or reduced to practice during the Term of Agreement and arising out of or relating to the services performed hereunder or using the equipment or resources of the Company. To the extent any such Intellectual Property qualifies as a "work for hire" under the United States Copyright Act (17 U.S.C. Sec. 101), Executive agrees that the Company is the author for copyright purposes. To the extent that any Intellectual Property is not a work for hire, Executive agrees to assign, and hereby does assign, its entire right, title and interest in such Intellectual Property, including the right to sue for past infringements.

13. **No Authority to Bind Company.** During the Term of Agreement, Executive will not have any authority to commit or bind Company to any contractual or financial obligations without the Company's prior written consent.

14. **Assignment.** This is a personal services agreement and Executive may not assign this Agreement, or any interest herein, without the prior written consent of the Company.

15. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties on the subjects covered. It cannot be modified or waived except in a writing signed by both parties.

16. **Agreement Enforceable to Full Extent Possible.** If any restriction set forth in this Agreement is found by a court to be unenforceable for any reason, the court is empowered and directed to interpret the restriction to extend only so broadly as to be enforceable in that jurisdiction. Additionally, should any of the provisions of this Agreement be determined to be invalid by a court of competent jurisdiction, it is agreed that such determination shall not affect the enforceability of the other provisions herein.

17. The parties agree to all of the terms and conditions set forth above

Dated: 5-4-16

/s/ George Roeth

(George Roeth)

Dated: 5-4-16

Central Garden & Pet Company

/s/ Jack Balousek

By: Jack Balousek

Title: Interim Chairman

**AGREEMENT TO PROTECT CONFIDENTIAL INFORMATION, INTELLECTUAL  
PROPERTY AND BUSINESS RELATIONSHIPS**

This Agreement is made as of May 4, 2016 (the "Effective Date") by and between Central Garden & Pet Company and/or any of its wholly owned subsidiaries, successors and assigns (collectively called "the Company") and George Roeth ("Executive," "I" or "Me").

I RECOGNIZE that during my employment as a key executive with Central Garden & Pet Company and/or any of its wholly owned subsidiaries, successors and assigns (collectively called "the Company"), I have had and will continue to have access to Confidential Information (as defined below) and valuable business relationships;

I RECOGNIZE that my employment in certain capacities with a competitor could involve the use or disclosure of Company Confidential Information;

I RECOGNIZE that the Company's Confidential Information and business relationships are critical to its success in the marketplace. The Company operates on a nationwide-basis, and therefore, the Company's commitment to protecting its Confidential Information and business relationships is nationwide;

I RECOGNIZE that the law regarding restrictive covenants varies from state to state and the law that will apply to this Agreement after I terminate will depend on factors such as where I live, where I work, the location of my employer, the location of my former employer and other factors, many which are unknown at this time;

THEREFORE, in consideration for the compensation provided to me, to prevent the use or disclosure of Company Confidential Information, and to protect the valuable business relationships of the Company, I agree to the following:

**1. Definitions.**

**(a) Confidential Information.** For purposes of this Agreement, "Confidential Information" shall mean any information, including third-party information, provided to the Company in confidence, regarding the Company, its business, its plans, its customers, its contracts, its suppliers, or its strategies, that is not generally known and provides the Company with an actual or potential competitive advantage over those who do not know it. Confidential Information includes, but is not limited to, all such information I learned or developed during any previous employment with the Company or its predecessors in interest and all of the Company's confidential, proprietary and trade secret information, which may include information and strategies relating to the Company's products, processes and services, including customer lists and files, product description and pricing, information and strategy regarding profits, costs, marketing, purchasing, sales, customers, suppliers, contract terms, employees, salaries, product development plans, business, acquisition and financial plans and forecasts, and marketing and sales plans and forecasts. I acknowledge that requiring me to enter into this Agreement is one of the measures that the Company uses to maintain the secrecy of its Confidential Information.

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**(b) Relevant Territory.** For purposes of this Agreement, "Relevant Territory" shall mean any territory or region in which I performed services on behalf of the Company or about which I learned Confidential Information regarding the Company during the two (2) years prior to my separation from the Company for any reason.

**(c) Services.** For purposes of this Agreement, "Services" shall mean the same or similar activities in which I engaged during the two (2) years prior to my separation from the Company for any reason.

**2. Confidentiality.** I agree that I will not, during my employment with the Company (except in furtherance of the Company's interests), or at any time after employment terminates, without the prior written consent of the Company Vice President of Human Resources, disclose any Confidential Information to or use any Confidential Information for, any third party or entity. This restriction prohibits me from, among other activities, engaging in or preparing to engage in developing, producing, marketing, distributing or selling lawn, garden, animal health, animal nutrition or pet related products for any business entity if that activity in any way involves the use or disclosure of Company Confidential Information and diverting or attempting to divert any business or customers from the Company using Confidential Information. To the extent that any Confidential Information is determined by a court of competent jurisdiction to be confidential information rather than a trade secret under applicable law, the prohibition on use and disclosure of that specific information shall be in effect for a period of three years after the termination of my employment with the Company; otherwise the prohibition shall last until the information ceases to be a trade secret (other than through any breach of secrecy by me or other third parties under a duty of secrecy to the Company). In the event that after my employment with the Company ceases, if I have any doubt about whether particular information may be used or disclosed, I will contact the Company Vice President of Human Resources.

### **3. Post-Employment Activities**

**(a) Non-Competition.** For twelve (12) months after the termination of my employment with the Company and/or any post-employment consulting agreement with the Company, I will not render executive, managerial, market research, advice or consulting services, either directly or indirectly, to any business principally engaged in or about to be principally engaged in developing, producing, marketing, distributing or selling lawn, garden, animal health, animal nutrition or pet related products or which would otherwise conflict with my obligations to the Company; provided, however, that the foregoing restrictions shall not be applicable to cat litter products developed, produced or marketed by Oil-Dri. This paragraph shall only apply in those jurisdictions where restrictions such as contained in this paragraph are enforceable. Nothing in this Section 3(a) shall prevent me from serving on the Board of Directors of any company or other entity which is not principally engaged in or about to be principally engaged in development, producing, marketing, distributing or selling lawn, garden, animal health, animal nutrition or pet-related products.

**(b) Non-Solicitation of Customers.** For twelve (12) months after the termination of my employment with the Company and/or any post-employment consulting agreement with the Company, I will not solicit directly or indirectly, on behalf of any business entity described

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in paragraph (a) of this section or which otherwise competes with the Company, any customer I solicited or serviced, or any customer about whom I learned Confidential Information, while in the employ or service of the Company. This paragraph shall apply in those jurisdictions where restrictions such as contained in this paragraph are enforceable.

**(c) Non-Solicitation of Employees.** For twelve (12) months after the termination of my employment with the Company and/or any post-employment consulting agreement with the Company, I will not recruit, solicit or induce, or attempt to recruit, solicit or induce, any employee of the Company to terminate their employment with the Company or otherwise cease their relationship with the Company.

**(d) Duty to Present Contract.** For twelve (12) months after the termination of my employment with the Company and/or any post-employment consulting agreement with the Company, before I accept employment with any person or organization that is engage in or about to be engaged in developing, producing, marketing, distributing or selling lawn, garden, animal health, animal nutrition or pet related products, I agree (1) to advise that prospective employer about the existence of this Agreement; (2) to provide that potential employer a copy of this Agreement; and (3) to advise the Company's Vice President of Human Resources in writing, within five (5) business days, to whom I have provided a copy of this Agreement.

**4. Reformation/Severability.** If any restriction set forth in this Agreement is found by a court to be unenforceable for any reason, the court is empowered and directed to interpret the restriction to extend only so broadly as to be enforceable in that jurisdiction. Additionally, should any of the provisions of this Agreement be determined to be invalid by a court of competent jurisdiction, it is agreed that such determination shall not affect the enforceability of the other provisions herein.

**5. Further Acknowledgments.** I understand that the restrictions contained in this Agreement are necessary and reasonable for the protection of the Company's business, goodwill and its Confidential Information. I understand that any breach of this Agreement will cause the Company substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, including the return of consideration paid for this Agreement, I agree that the Company shall have the right to seek specific performance and injunctive relief. Any business entity that employs me in a capacity in which I violate this Agreement shall be liable for damages and injunctive relief. Further, I understand that the Company intends to install the full measure of protections permitted by the law to protect its Confidential Information and business relationships, but does not intend to impose any greater protections on me than those permitted by law. I acknowledge that the law that governs restrictive covenants such as this, is important, rapidly changing and varies from state to state. I also understand that the law that will apply to this Agreement after I terminate will depend on factors such as where I live, where I work, the location of my employer, the location of my former employer and other factors, many which are unknown at the time I enter this Agreement. I understand that I have been advised to consult with an attorney of my choice to discuss this agreement and my legal obligations under this agreement after my termination of employment. **I understand that Paragraphs 3(a) and 3(b) do not apply and will not be enforced in California or other states where restrictions such as contained in those paragraphs are not permitted.**

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6. **Separability.** Courts should treat each numbered paragraph as a separate and severable contractual obligation intended to protect the legitimate interests of the Company and to which I intend to be bound.

7. **Non Waiver.** I agree that the Company's determination not to enforce this or similar agreements as to specific violations shall not operate as a waiver or release of my obligations under this Agreement.

8. **Fiduciary Duty.** This Agreement is in addition to any fiduciary duty and obligation that may exist under statutory or common law.

9. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties on the subjects covered. It cannot be modified or waived except in a writing signed by me and a duly authorized officer of the Company. I enter into this Agreement voluntarily.

AGREED AND ACCEPTED BY:

/s/ George Roeth

(George Roeth)

For Central Garden & Pet Company

By: /s/ Jack Balousek

**Exhibit C**

**General Release of All Claims**

This Release of All Claims is entered into by George Roeth (“Executive”) and Central Garden & Pet Company and/or any of its wholly owned subsidiaries, successors and assigns (collectively called “the Company”).

WHEREAS, the parties entered into an Employment Agreement (“Employment Agreement”) as of May , 2016 that provides for certain severance and other benefits in the event of Executive’s termination; and

WHEREAS, pursuant to the Employment Agreement, Executive’s entitlement to such severance and other benefits in the event of termination is conditioned upon Executive signing a general release of all claims (“Agreement”); and

WHEREAS, Executive’s employment with the Company shall terminate effective (“Termination Date”);

NOW THEREFORE, in consideration of the severance and other benefits provided in the Employment Agreement, and other good and sufficient consideration, the parties agree as follows:

1. Executive, his successors and assigns, completely release the Company, its agents, employees, former employees, members of the board of directors, officers, insurers, successors and assigns (the “Released Parties”) from all claims, rights, demands, actions, obligations, and causes of action of every kind, known or unknown, which Executive may now have, or has ever had, arising from or in any way connected with the employment relationship between the parties, any actions during the relationship, or the termination thereof, including but not limited to all claims for harassment, discrimination, or wrongful discharge; all claims relating to any contracts, express or implied; any covenant of good faith and fair dealing, express or implied; any breach of fiduciary responsibility; any tort of any nature; any claims under federal, state, or municipal common law, statutes or ordinances, including but not limited to claims under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, 42 U.S.C. Section 1981, the Americans With Disabilities Act, the California Family Rights Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the state and federal Worker Adjustment Retraining and Notification Acts, the California Worker’s Compensation Act and any other laws and regulations relating to employment or employment discrimination, as well as any and all claims for attorney’s fees and costs. The only claims not released by this Agreement are claims that cannot be released as a matter of law.

2. Executive is aware that Section 1542 of the Civil Code of the State of California and similar provisions in other states provide:

**A GENERAL RELEASE DOES NOT EXTEND TO  
CLAIMS WHICH THE CREDITOR DOES NOT KNOW  
OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME**

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**OF EXECUTING THE RELEASE, WHICH IF KNOWN  
BY HIM MUST HAVE MATERIALLY AFFECTED HIS  
SETTLEMENT WITH THE DEBTOR.**

Executive understands that this type of provision gives him the right not to release existing claims of which he is not now aware, unless he voluntarily chooses to waive this right. Executive nevertheless voluntarily waives these rights from the subject of this Agreement, and waives all claims that now exist in his favor, *known* or *unknown*.

3. Executive affirms that he has not filed or caused to be filed any lawsuit, complaint, or charge with respect to any claim this Agreement purports to waive, and promises never to file or prosecute a lawsuit or complaint based on such claims. Executive further promises never to seek any damages, remedies, or other relief for himself personally by filing or prosecuting a charge with any administrative agency with respect to any such claim. He promises to request that any government agency or other body assuming jurisdiction over any such lawsuit, complaint, or charge withdraw from the matter or dismiss the matter with prejudice. However, the two preceding sentences shall not preclude Executive from filing or prosecuting a charge with any administrative agency with respect to any such claim as long as he does not seek or accept any damages, remedies, or other relief for himself personally, which he promises not to do. Executive shall not be prevented from enforcing any rights he may have under the terms of this Agreement.

4. Executive agrees that he will cooperate with and assist the Company with regard to any arbitration, litigation, agency investigation or proceeding regarding any matters which Executive dealt with, was involved in or had knowledge of while employed with the Company, provided the Company shall pay all reasonable and related expenses and attorneys fees necessarily incurred by Executive (consistent with the Company's expense reimbursement policies) to provide such cooperation and assistance.

5. Executive agrees that he will return to the Company all electronic equipment (including cell phone, computer, FDA, etc.) files, memoranda, documents, records, electronic records, software, copies of the foregoing, credit cards, keys, and any other Company property in his possession prior to his Termination Date.

6. Executive agrees that the terms and conditions of this Agreement are strictly confidential and have not been and shall not be disclosed to any persons except his counsel, immediate family, financial advisors and, even as to such a person, only if the person agrees to honor this confidentiality requirement. Such a person's violation of this confidentiality requirement will be treated as a violation of this Agreement by Executive. This subsection does not prohibit Executive's disclosure of the terms, amount, or existence of this Agreement to the extent necessary legally to enforce this Agreement, nor does it prohibit disclosures to the extent otherwise legally required. Executive understands that any violation of this provision would cause irreparable harm to the Company and would justify injunctive relief.

7. Executive agrees not to disparage or defame the Company or any of its employees, former employees, members of the boards of directors or officers.



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8. No other monies or benefits except those specifically described in the Employment Agreement are owed or will be paid to Executive by the Company.
9. Executive will cease to be eligible to participate in any Company employee benefit plans including any medical, dental, life insurance, retirement, and other compensation or benefit plans of the Company on his Termination Date and will have no rights under those plans, except that he will retain any vested benefits under all applicable benefit plans with the Company, and all rights associated with such benefits, as determined under the official terms of those plans.
10. Executive acknowledges that sections 19, 20 and 21 of the Employment Agreement together with Exhibits A, B and C and shall survive the termination of the Employment Agreement and Executive reaffirms his obligations thereunder.
11. Executive acknowledges and agrees that it is the Company's policy, communicated to him and other employees, that employees are requested to bring to the Company's attention any incidents of misconduct or wrongdoing in the area of regulatory compliance, both governmental and industry. Executive hereby affirms that he has acted in accordance with such policy and that he has, at this time, no knowledge of any such incident that he has not brought to the attention to the Company in writing.
12. Should any of the provisions of this Agreement be determined to be invalid by a court, or government agency of competent jurisdiction, it is agreed that such determination shall not affect the enforceability of the other provisions herein.
13. Should Executive ever attempt to challenge the existence of this Agreement, attempt to obtain an order declaring this Agreement to be null and void, or institute litigation against the Company or any other Released Party based upon a released claim, he will, as a condition precedent to such action, repay all amounts paid to him under the terms of the Employment Agreement.
14. This Agreement shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against any party to the Agreement.
15. This Agreement constitutes the entire understanding of the parties on the subjects covered. Executive expressly warrants that he has read and fully understands this Agreement; that he has had the opportunity to consult with legal counsel of his own choosing and to have the terms of the Agreement fully explained to him; that he is not executing this Agreement in reliance on any promises, representations or inducements other than those contained herein; and that he is executing this Agreement voluntarily, free of any duress or coercion. This Agreement shall not in any way be considered an admission of any liability by the Company.
16. Executive understands that he has been advised to consult with an attorney prior to signing this Agreement; he has twenty-one (21) days in which to consider whether he should sign this Agreement; and that if he signs this Agreement, he has seven (7) days following the date in which he signs the Agreement to revoke it because the Agreement is not effective until the end of this seven-day period ("Effective Date")

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17. Each party to this Agreement shall execute all further and/or additional instruments and documents and take all actions necessary as may be reasonably required to effectuate this Agreement.

18. This Agreement may be executed in one or more counterparts. Electronic signatures will be considered valid.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(George Roeth)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Central Garden & Pet Company

**CENTRAL GARDEN & PET NAMES GEORGE C. ROETH CHIEF EXECUTIVE OFFICER***Former Clorox Executive to Drive Next Phase of Company's Growth**John R. Ranelli to Retire from Company*

Walnut Creek, CA – (May 4, 2016) – Central Garden & Pet Company (NASDAQ: CENT) (NASDAQ: CENTA), a leading innovator, marketer and producer of quality branded products for the lawn and garden and pet supplies markets, today announced that George C. Roeth will be named President and Chief Executive Officer, effective June 1, 2016. Mr. Roeth is a Director of the Company and a former Chief Operating Officer of The Clorox Company. He succeeds John R. Ranelli, who will retire from his positions as President and Chief Executive Officer, but will continue to serve as a Senior Advisor to the Company and will remain a member of the Company's Board of Directors.

Jack Balousek, Director and Interim Chairman, said, "Since joining the Board last year, George has proven himself a capable and insightful leader with a comprehensive understanding of the consumer products industry. We feel very fortunate to have someone of George's caliber to lead Central through its next phase of growth and believe he is ideally suited to work with management to refine and implement the Company's strategic growth plan. George's familiarity with Central and its leadership team will allow for a smooth transition with consistent focus on delivering on the Company's commitments to its customers and consumers."

Mr. Balousek continued, "On behalf of the Board, I want to thank John for his extraordinary service to Central. He has been an invaluable leader, and it's through his hard work and dedication, along with that of the entire team, that Central is now performing at a high level and positioned to build on its momentum to realize its long-term growth potential. While we congratulate John on his well-earned retirement, we are thankful Central will continue to benefit from his insights as an advisor to the company."

Mr. Roeth said, "I have the privilege of taking the reins of a company that is executing well, establishing a track record of delivering on its commitments, and creating value for all of its stakeholders. Central will continue to focus on delivering this value through servicing its customers with excellence, expanding its innovation output and success rate, and lowering costs to reinvest in growth. I look forward to working alongside Central's leadership team across all of its businesses to execute on these priorities, allowing the Company to capture near and long-term growth opportunities."

Mr. Ranelli said, "I cannot imagine a better time to execute our succession plan. As I reach 70, we have delivered record performance numbers, both operationally and financially, and put in place a solid platform for future growth. In short, we have a strategy and plan that is working, a management team executing flawlessly, and a talented board member, who we know well, ready to take Central to the next level. George is the right person to be the next CEO given his experience with consumer products and brands and his familiarity with Central. He understands our strategy and culture and has developed a relationship with our management team. I believe it will be a smooth transition, and look forward to continuing to serve the Company in my new role and seeing Central continue to thrive under George's leadership."

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### **George Roeth Biography**

Before serving on the board at Central Garden and Pet, George Roeth was a 27-year veteran of The Clorox Company, where he held various leadership positions of increasing responsibility and delivered profitable growth in challenging and highly competitive business environments. Most recently, from 2013 to 2014, Mr. Roeth served as Chief Operating Officer of Lifestyle, Household and Global Operating Functions, where he helped successfully lead the execution of the Company's strategic plan and simultaneously drove global sales, lowered costs and improved customer satisfaction. Previously, Mr. Roeth served as Senior Vice President and General Manager, during which time he was also Chairman of the Board for the Clorox and Procter & Gamble Glad Products Joint Venture, a unique partnership between two direct competitors. Prior to that, Mr. Roeth served in several senior-level marketing and operations roles at Clorox, including Vice President and General Manager, Vice President of Growth and Marketing, and Vice President of Brand Development, among others. Mr. Roeth holds a Master's in Business Administration from Northwestern University's Kellogg School of Management and a Bachelor of Science in Business Administration from the University of California at Berkeley. Mr. Roeth currently serves on the board of the East Oakland Youth Development Foundation.

### **About Central Garden & Pet**

Central Garden & Pet Company is a leading innovator, marketer and producer of quality branded products for the lawn & garden and pet supplies markets. Committed to new product innovation, our products are sold to specialty independent and mass retailers. Participating categories in Lawn & Garden include: Grass seed and the brands PENNINGTON®, and THE REBELS®; wild bird feed and the brand PENNINGTON®; weed and insect control and the brands AMDRO®, SEVIN®, IRONITE® and OVER-N-OUT®; and decorative outdoor patio products under the PENNINGTON® brand. We also provide a host of other regional and application-specific garden brands and supplies. Participating categories in Pet include: Animal health and the brands ADAMSTM and ZODIAC®; aquatics and reptile and the brands AQUEON®, CORALIFE® and ZILLA®; bird & small animal and the brands KAYTEE®, Forti-Diet® and CRITTER TRAIL®; dog & cat and the brands TFHTM, NYLABONE®, FOUR PAWS®, IMS™, CADET®, PINNACLE® and AVODERM®; and equine and the brands FARNAM®, HORSE HEALTH™ and VITAFLEX®. We also provide a host of other application-specific pet brands and supplies. Central Garden & Pet Company is based in Walnut Creek, California, and has approximately 3,700 employees, primarily in North America. For additional information on Central Garden & Pet Company, including access to the Company's SEC filings, please visit the Company's website at [www.central.com](http://www.central.com).

“Safe Harbor” Statement under the Private Securities Litigation Reform Act of 1995: The statements contained in this release which are not historical facts, including expectations for future growth, are forward-looking statements that are subject to risks and uncertainties that could cause actual results to differ materially from those set forth in or implied by forward-looking statements. All forward-looking statements are based upon the Company's current expectations and various assumptions. There are a number of risks and uncertainties that could cause our actual results to differ materially from the forward-looking statements contained in this release including, but not limited to, the following factors:

- seasonality and fluctuations in the Company's operating results and cash flow;
- fluctuations in market prices for seeds and grains and other raw materials and the Company's ability to pass through cost increases in a timely manner;
- adverse weather conditions;

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- the impending retirement of our CEO, the transition to his successor, our dependence upon our key executives, and the ability to execute on our succession plan;
  - dependence on a small number of customers for a significant portion of our business;
  - uncertainty about new product innovations and marketing programs; and
  - competition in our industries

These risks and others are described in the Company's Securities and Exchange Commission filings. The Company undertakes no obligation to publicly update these forward-looking statements to reflect new information, subsequent events or otherwise.

**CONTACT:**

Central Garden & Pet Company  
Steve Zenker, 925-948-3657  
Vice President, Investor Relations & Communications