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David W. Slayton,  
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By S. Drew, Deputy Clerk

6 *Attorneys for Plaintiffs on behalf of themselves*  
7 *and others similarly situated*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES**

10 **TAMARA MARGOLIS**, an individual;  
11 **AIMEE TULLY**, an individual; on behalf of  
themselves and all others similarly situated,

12 Plaintiffs,

13 v.

14 **HEALTHY SPOT LLC**, a Limited Liability  
Company; and **DOES 1-20**, inclusive,

15 Defendants.  
16

Case No. 21STCV25347

**DECLARATION OF GARY A. PRAGLIN IN  
SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

**Date:** April 10, 2024  
**Time:** 9:00 a.m.  
**Judge:** Hon. David S. Cunningham  
**Dept.:** 11

**DECLARATION OF GARY A. PRAGLIN**

I, Gary A. Praglin, declare as follows:

1. I am a partner of the law firm of Cotchett, Pitre & McCarthy, LLP, counsel of record for Plaintiffs. I have personal, firsthand knowledge of the facts set forth herein, and if called upon to testify, could and would testify competently thereto. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

2. My firm has acted as counsel to Plaintiffs Tamara Margolis and Aimee Tully (hereafter "Plaintiffs") in this matter.

3. As of the filing of this complaint in 2021, Healthy Spot conducted business as a pet health food store, boarding and puppy training facility, and grooming salon.

4. Effective February 1, 2023, Healthy Spot was sold in a UCC Title 9 Public Auction and has not conducted any business nor employed any employees since that date.

5. On July 12, 2021, Plaintiffs filed a class action Complaint against Defendant in Los Angeles County Superior Court. On January 18, 2022, Plaintiffs served Defendant with their Demand for Action letter Pursuant to the requirements of California Civil Code § 1782. On March 25, 2022, pursuant to a March 23, 2022 Order from the Court, Plaintiff filed a Third Amended Complaint, the operative complaint in the action, alleging the following claims: (i) violation of the CLRA for falsely advertising and misrepresenting the safety and quality of grooming services; (ii) violation of the UCL for abusing dogs during grooming; (iii) false and misleading advertising in violation of the California False Advertising Law ("FAL"); (iv) breach of express warranty; and (v) negligent misrepresentation.

6. The discovery stay was partially lifted in June of 2022 for precertification discovery only. In response to Plaintiffs' requests for production of documents, Defendant produced an incident spreadsheet identifying 752 incidents involving injuries to customers' dogs during grooming at Healthy Spot between July 2018 and July 2021. In addition to the detailed incident spreadsheet, Defendant produced policies and procedures and advertisements from the relevant time period. Defendant subsequently served two sets of requests for production on each of the Plaintiffs, which Plaintiffs responded to.

7. After meeting and conferring about additional documents in Defendant's possession

1 over a period of months, in January of 2023, Plaintiffs noticed the deposition of Healthy Spot’s Person  
2 Most Knowledgeable (“PMK”) for the following topics: (1) policies and procedures regarding  
3 grooming at all Healthy Spot locations; (2) policies and procedures regarding refunds to customers at  
4 all Healthy Spot locations; (3) policies and procedures regarding training of grooming employees at all  
5 Healthy Spot locations; (4) policies and procedures regarding the supervision and monitoring of  
6 grooming employees at all Healthy Spot locations; (5) policies and procedures regarding pet safety and  
7 injury avoidance at all Healthy Spot locations; (6) the number of dogs serviced per day at each Healthy  
8 Spot location; (7) policies and procedures regarding Healthy Spot employee compensation for number  
9 of dogs serviced per day; and (8) policies and procedures regarding customer complaints at all Healthy  
10 Spot locations.

11 8. When trying to find a mutually agreeable date for the deposition, Plaintiffs learned that  
12 Healthy Spot would likely be sold at a UCC Title 9 Auction. Plaintiffs also learned that a notice  
13 substituting new counsel would be filed.

14 9. On May 1, 2023, after extensive research and analysis, including a detailed analysis of  
15 Defendant’s potential exposure by Plaintiff, a mediation was held with Jeff Kichaven, Esq. During  
16 mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification  
17 of Plaintiffs’ claims, as well as the legal basis for the claims and defenses. The Parties also discussed  
18 Defendant’s financial condition considering it had not been in operation (and sold its assets) as of  
19 February 2023. Defendant revealed for the first time that the only remaining asset, insurance coverage,  
20 would not cover various aspects of Plaintiffs’ damages, due to explicit exclusions. Further, because  
21 Defendant is no longer in business, one of Plaintiffs’ primary requested remedies, injunctive relief  
22 requiring Healthy Spot to change its dangerous policies, would not be achievable. The Parties were  
23 unable to reach a settlement at mediation.

24 10. After the Parties’ unsuccessful mediation, Plaintiffs moved forward with the deposition  
25 of the Person Most Knowledgeable. Due to the current status of Healthy Spot, the Certified Public  
26 Accountant charged with winding up the company was produced for the deposition. As a result,  
27 Plaintiffs’ counsel confirmed Healthy Spot’s representations regarding the sale of its assets.

28 11. Ultimately, after months of further settlement negotiations, including supplemental

1 briefing, and with the continued assistance of Mediator Kichaven, the Parties agreed in principle on a  
2 class-wide resolution.

3 12. Thereafter, in the months that followed, the Parties negotiated, drafted, approved and  
4 signed the Settlement Agreement. A truly and correct copy of the fully executed Settlement Agreement  
5 is attached hereto as **Exhibit 1**.

6 13. The Settlement Class satisfies the criteria for certification under California law because:  
7 (1) the Settlement Class is so numerous that joinder would be impractical; (2) common questions of  
8 law and fact predominate over individual questions such that class certification is the most efficient  
9 and desirable way to maintain this litigation; (3) Plaintiffs' claims are typical of the claims of the  
10 Settlement Class Members; and (4) Plaintiffs and their counsel will fairly and adequately represent  
11 Settlement Class Members' interests. See Cal. Civ. Proc. § 382.

12 14. There are approximately 750 Settlement Class Members. Therefore, numerosity is  
13 satisfied. Here, the proposed Settlement Class is defined as "all Healthy Spot customers whose dogs  
14 were physically harmed and/or killed at any of the 20 Healthy Spot locations in California between  
15 July 2018 and July 2021, and on May 6, 2022." These class members are easily ascertained due to  
16 Healthy Spot's practice of maintaining a spreadsheet which includes the details of every injury during  
17 grooming that occurred before its sale in February of 2023.

18 15. Here, Settlement Class Members' claims arise from Healthy Spot's common, uniform  
19 policies and practices that applied to Plaintiffs and Settlement Class Members during the class period.  
20 These alleged practices and the fact that each of the Settlement Class members' dogs was injured during  
21 grooming at Healthy Spot during the class period result in common questions as to the affected  
22 Settlement Class Members.

23 16. Plaintiffs' claims are typical of those held by the Settlement Class. First, both Plaintiffs  
24 were Healthy Spot customers whose dogs were injured and or/killed during grooming at Healthy Spot.  
25 All of the Settlement Class members' dogs also suffered an injury during grooming at Healthy Spot  
26 that resulted in their inclusion on Healthy Spot's incident spreadsheet. Most notably, surveillance video  
27 of both incidents involving Plaintiffs' dogs depict conditions and circumstances that are consistent with  
28 videos of many of the Settlement Class Members' incidents.

1           17.     Given that Defendant’s policies and practices applied to all grooming services at  
2 Healthy Spot stores during the class period, Settlement Class Members possess a similar interest and  
3 have suffered similar alleged injuries as Plaintiffs.

4           18.     Here, there are no apparent conflicts of interest between Plaintiffs and the Settlement  
5 Class they seek to represent. Indeed, Plaintiffs’ interests are aligned with those of the Settlement Class  
6 Members, as they all seek the same relief under the same facts and legal theories. Additionally, Class  
7 Counsel does not have any conflict of interest with the Settlement Class. Further, Class Counsel also  
8 have extensive experience in consumer and class action litigation and have vigorously litigated this  
9 case.

10          19.     Although the parties engaged in some certification-oriented discovery, the parties still  
11 had significant discovery to complete in formal litigation had the matter not settled. Moreover,  
12 Plaintiffs still had to file for class certification, and faced the prospect of appeals in the wake of a  
13 disputed class certification ruling and/or an adverse summary judgment ruling. Even if the classes  
14 sought to be certified by Plaintiffs were in fact certified, the parties would incur considerably more  
15 attorneys’ fees and costs through depositions, merits discovery, summary judgment motions, trial, and  
16 possible appeals.

17          20.     If the Court approves this Settlement, Defendant will pay a Gross Settlement Amount  
18 (“GSA”) of \$725,000.00. Each Settlement Class member will automatically receive a Settlement  
19 Award unless he or she affirmatively opts out of the Settlement.

20          21.     If the Settlement is not finally approved by the Court, the Gross Settlement Amount,  
21 and interest, will be returned to Defendant.

22          22.     After deducting amounts for the Court-approved attorneys’ fees and verified costs,  
23 Service Awards to Plaintiffs, and Settlement Administrator costs, the Settlement requires Defendant to  
24 pay a Net Settlement Amount (“NSA”) of at least **\$418,750.00** to all Settlement Class Members who  
25 do not timely opt out.

26          23.     Thus, the Individual Settlement Awards (assuming there are no opt-outs) are projected  
27 to be approximately: **(1) Deaths: \$7,500.00; (2) Severe Injuries: \$2,375.00; and (3) Minor Injuries:**  
28 **\$100.00.** Severe injuries include pneumonia, cage falls, grooming injuries requiring a vet visit, most of

1 which were reimbursed and other conditions not qualifying as Minor Injuries ... Minor injuries are  
2 mostly reports of suspected but unconfirmed injuries or nicks or abrasions from grooming, many of  
3 which were not followed up on by dog owners, but were documented by Defendant. The Individual  
4 Settlement Awards were determined based on the category and description of injury on the incident  
5 spreadsheet created by Defendant at the time that each injury occurred.

6 24. Settlement Class Members will have sixty (60) calendar days from service of the Class  
7 Notice to opt-out or object to the Settlement, thereby providing ample time to review the Class Notice  
8 without unduly delaying the Settlement. Those Settlement Class Members who do not opt-out of the  
9 Settlement will be bound by its terms and will release all claims against Defendant included within the  
10 Settlement, for the period of July 2018 through July 2021, and May 6, 2022.

11 25. This Settlement was a result of serious, informed, non-collusive negotiations with the  
12 assistance of a mediator. In connection with mediation, Defendant produced insurance policies, internal  
13 policies and procedures, and records related to the payment of customers' veterinarian bills ("refund  
14 records").

15 26. Plaintiffs conducted an analysis of the incident spreadsheet and refund records produced  
16 by Defendant, Plaintiffs' veterinary records, as well as documents informally obtained from many  
17 Settlement Class Members, to estimate Defendant's potential exposure for Plaintiffs' claims. After the  
18 detailed review, Class Counsel drew on their extensive experience to assess the strengths and  
19 weaknesses of the case. This allowed the parties to assess the merits and value of Plaintiffs' claims and  
20 Defendant's defenses, in the event a settlement could not be reached.

21 27. The Parties attended a full-day mediation and continued negotiations with the mediator,  
22 including by exchanging supplemental briefs, after a deal was not reached during the full day, in-person  
23 mediation.

24 28. Plaintiffs allege that Defendant falsely advertised and misrepresented the safety and  
25 quality of their grooming services. Plaintiffs' dogs were then severely injured, and Plaintiff Tamarah  
26 Margolis' dog was killed, due to the actual unsafe policies and practices employed during grooming at  
27 Healthy Spot. Plaintiffs also allege that Healthy Spot's false advertising and representations were  
28 uniform across all stores in California and that other Healthy Spot customers whose dogs were harmed

1 at Healthy Spot also relied on the misrepresentations in making grooming appointments.

2 29. Using the incident spreadsheet, Plaintiffs were able to categorize the type of injuries  
3 sustained by dogs at Healthy Spot during grooming into three categories: (1) Death; (2) Severe Injuries;  
4 and (3) Minor injuries. Defendant's exposure for each of these injuries include the veterinary bills  
5 incurred, as well as the loss of life and limb that the dogs sustained. Plaintiffs ultimately estimated that  
6 Defendant's exposure (notwithstanding insurance coverage/collectability issues) for the class CLRA  
7 claims would be between \$1,500,000.00 and \$2,500,000.00, depending on the ultimate size of the class  
8 and unpaid veterinary bills.

9 30. In light of Defendant's defenses as detailed in the Declaration of Edward S. Zusman,  
10 however, Plaintiffs discounted the probable maximum exposure by 15% for the risk of non-  
11 certification, and an additional 15% to account for Defendant's defenses on the merits to arrive at an  
12 estimated probable maximum exposure of approximately \$1,750,000.00.

13 31. Plaintiffs further allege that Defendant's uniform policies, practices and procedures  
14 across all Healthy Spot stores resulted in the routine abuse, harm, and sometimes, death of dogs during  
15 grooming, in violation of the California Penal Code and in turn, the UCL. Due to Defendant's unsafe  
16 policies and procedures and lack of adequate supervision and training of grooming employees,  
17 Plaintiffs' and Settlement Class Members' dogs injured or killed during grooming at Healthy Spot.

18 32. The proposed settlement of \$725,000.00 represents approximately 41% of the  
19 reasonably forecasted recovery for the Settlement Class.

20 33. Here, Plaintiffs are represented by competent, experienced counsel who possess  
21 extensive experience prosecuting class actions, and who have been appointed as class counsel in  
22 numerous cases alleging similar claims.

23 34. As explained above, Class Counsel conducted an in-depth review of Defendant's  
24 policies, incident records and refund records, and drew on their extensive experience to assess the  
25 strengths and weaknesses of Plaintiffs' case. The Settlement was also reached with the assistance of an  
26 experienced and respected mediator.

27 35. Here, Class Counsel will also apply for an attorneys' fees award of one-fourth of the  
28 GSA, which is currently estimated to be \$181,250.00, and up to \$65,000 in verified costs

1 reimbursement.

2 36. The requested fee is fair compensation for undertaking complex, risky, expensive, and  
3 time-consuming litigation on a purely contingent fee basis.

4 37. Class Counsel has incurred substantial attorney fees conducting pre-filing investigation,  
5 analyzing Plaintiffs' claims, conducting legal research, reviewing Defendant's documents and policies,  
6 reviewing surveillance videos of grooming at Healthy Spot, analyzing Settlement Class Members'  
7 records, preparing for and attending mediation, engaging in months of direct negotiations, negotiating  
8 and revising the long-form Settlement, preparing for and taking the deposition of Healthy Spot's Person  
9 Most Knowledgeable, preparing this Motion, and otherwise litigating the case.

10 38. In fact, Class Counsel's lodestar of the actual hours spent at their hourly rates dwarfs  
11 the amount being requested here. Class Counsel's lodestar as of the time of filing this motion has  
12 exceeded \$800,000.00. Class Counsel expect to expend additional attorney time in attending the  
13 hearing on this Motion, overseeing the Notice process and fielding questions from Settlement Class  
14 Members, preparing the final approval papers and attending the Final Approval hearing.

15 39. P&N's fees and expenses are estimated not to exceed \$50,000.00.

16 40. Here, as part of the Settlement, Plaintiffs will separately apply for service awards at the  
17 time of seeking final approval of the proposed class action settlement in the amount of \$5,000.00 each  
18 for their services to the Settlement Class.

19 41. As will be fully briefed at the time of final approval, Plaintiffs' requested service award  
20 are intended to recognize the time and effort Plaintiffs expended on behalf of the Settlement Class,  
21 including providing substantial factual information, documents, and video evidence to Class Counsel,  
22 attending many meetings with Class Counsel to discuss the claims and theories at issue in the litigation,  
23 responding to discovery, participating in the mediation, as well as the significant risks Plaintiffs  
24 undertook by agreeing to serve as the named plaintiffs in this case and the fact that Plaintiffs have  
25 agreed to a general release of all claims subject to a waiver of Civil Code § 1542.

26 42. The Parties suggest The Nonhuman Rights Project as the Cy Pres Recipient. The Parties,  
27 I have no interest or relationship, financial or otherwise, with the Nonhuman Rights Project.

28 43. The content of the proposed Notice of Settlement satisfies California Rule of Court



1 3.766(d) because it advises Settlement Class Members, who have already been notified of the nature  
2 of the claims, of the key terms of the Settlement, the 60-day deadline to opt-out or object to the  
3 Settlement and the procedures by which to do so, explains the expected recovery amount for each  
4 Settlement Class member, provides them the opportunity to object to the settlement, and advises them  
5 that they will be bound by the terms of the Settlement if they do not opt-out.

6 44. The proposed Notice of Settlement will also notify Settlement Class Members of the  
7 final approval hearing date and provides Settlement Class Members the contact information for Class  
8 Counsel.

9 I declare under penalty of perjury of the laws of the State of California that the foregoing is true  
10 and correct. Executed this 18<sup>th</sup> day of March, 2024, at Santa Monica, California.

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14 GARY A. PRAGLIN  
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# **Exhibit 1**

## CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiffs Tamara Margolis and Aimee Tully (“Plaintiffs”) individually and on behalf of the putative Settlement Class (as defined below) and defendant Healthy Spot, LLC (“Healthy Spot” or “Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

### 1. DEFINITIONS.

1.1 “Action” means the Plaintiffs’ lawsuit alleging violations of the Consumers Legal Remedies Act (Cal. Civ. Code § 1750 *et seq.*) (“CLRA”), the Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*) (“UCL”), the False Advertising Law (Cal. Bus. & Prof. Code § 17500 *et seq.*) (“FAL”), Breach of Express Warranty and Negligent Misrepresentation against Defendant captioned *Tamara Margolis, et al. v. Healthy Spot, LLC*, Case No. 21STCV25347 initiated on July 12, 2021 and pending in Superior Court of the State of California, County of Los Angeles.

1.2 “Administrator” means Postlethwaite & Netterville, APAC, (“P&N”) the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Class” means all Healthy Spot customers whose dogs were harmed and/or killed at any of the 20 Healthy Spot locations in California between July 2018 and July 2021, and on May 6, 2022, which includes the following subclasses; (1) death; (2) Severe Injuries; and (3) Minor Injuries.

1.5 “Class Counsel” means Gary A. Praglin and Theresa E. Vitale, and their respective firm, Cotchett, Pitre, & McCarthy LLP. Class Counsel represent both Class Representatives in the Action and the individual identified in Paragraph 3.2.5 below, and no other counsel for plaintiffs or Class Members have appeared in this case.

1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.7 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, dog’s name, injury to dog, last-known mailing address, last-known email address, last known phone number, and Class Member incident chart information.

1.8 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

1.9 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.11 “Class Period” means the period from July 2018 and July 2021, and May 6, 2022.

1.12 “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.13 “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.14 “Court” means the Superior Court of California, County of Los Angeles.

1.15 “Non-Profit Cy Pres Recipient” means an appropriate non-sectarian, non-profit charitable organization serving the public interest selected by Class Counsel and approved by the Court.

1.16 “Healthy Spot” means named Defendant Healthy Spot, LLC.

1.17 “Defense Counsel” means Edward S. Zusman and Kevin K. Eng and their representative firm, Markun Zusman & Compton LLP.

1.18 “Effective Date” means the date when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21 “Final Judgment” and “Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22 “Gross Settlement Amount” means Seven Hundred Twenty-Five Thousand Dollars and Zero Cents (\$725,000.00) which is the total amount Healthy Spot agrees to cause to be paid under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses.

1.23 “Individual Class Payment” means the Participating Class Member’s share of the Net Settlement Amount calculated according to the category of injury suffered by Class Members’ dog during the Class Period.

1.24 “Minor Injuries” means those injuries that are classified by Healthy Spot as Category 1 Injuries, clearly occurred in Healthy Spot service or retail departments, and are not severe, including small cuts, nicks, scrapes, chemical eye burns, eye irritations, dog fights in daycare or on the retail floor, any dog injuries that occur in retail or at the store front, ear infections from grooming, etc., and for which the Vet bill amount for treatment may be under \$200.

1.25 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.26 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.27 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.28 “Plaintiffs” means Tamara Margolis and Aimee Tully, the named plaintiffs in the Action.

1.29 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.30 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval.

1.31 “Released Class Claims” means the claims being released as described in Paragraph 5 below.

1.32 “Released Parties” means: Healthy Spot, including past, present and future direct and indirect parent entities, subsidiaries, related entities and affiliates, and for each and all of those entities, their respective past and present general partners, limited partners, principals, shareholders, investors (however denominated), joint ventures, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof.

1.33 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.34 “Response Deadline” means 90 days after the Administrator mails Notice to Class Members, which shall be the last date on which Class Members may: (a) email, submit online, or mail Requests for Exclusion from the Settlement, and/or (b) email, submit online, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.

1.35 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.36 “Severe Injuries” means all injuries that are not Minor Injuries, that are classified by Healthy Spot as Category 2 Injuries, and are serious, including those injuries which it is not 100% clear occurred while under Healthy Spot’s care or at a Healthy Spot store, and for which the Vet bill amount for treatment is likely greater than \$200.

## 2. RECITALS.

2.1 On July 12, 2021, Plaintiffs, on behalf of themselves and others similarly situated, commenced this Action by filing a Complaint alleging causes of action against Healthy Spot for violations of the Consumers Legal Remedies Act (Cal. Civ. Code § 1750 et seq.) (“CLRA”), the Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.) (“UCL”), the False Advertising Law (Cal. Bus. & Prof. Code § 17500 et seq.) (“FAL”), Breach of Express Warranty and Negligent Misrepresentation. On November 4, 2021, Plaintiffs filed a First Amended Complaint with the same five causes of action against Defendant. On February 24, 2022, Plaintiffs filed a Second Amended Complaint with the same five causes of action against Defendant. On March 25, 2022, Plaintiffs filed a Third Amended Complaint with the same five causes of action against Defendant. The Third Amended Complaint is the operative complaint in the Action (“Complaint” or “Operative Complaint”). Healthy Spot denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 On May 1, 2023, the Parties participated in an all-day mediation presided over by Jeff Kichaven, Esq. Despite good faith efforts by all Parties, the case did not settle that day. After months of further settlement negotiations, including supplemental briefs and with the continued assistance of Mediator Kichaven, the Parties agreed in principle on this class-wide resolution.

2.3 Between June 2022 and November 2023, the Parties engaged in precertification discovery, including written discovery, document productions, and the deposition of Healthy Spot’s Person Most Knowledgeable. In addition to the incident spreadsheet which itemizes the information about injuries to dogs during grooming, Defendant produced policies and procedures and advertisements. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.4 The Court has not granted class certification. Plaintiffs’ deadline to file their Motion for Class Certification as of the time of this Settlement is April 10, 2024. Plaintiffs maintain they would have been successful in certifying a class on all causes of action against Defendant. Defendant maintains that Plaintiffs would not have been able to certify a class.

2.5 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### 3. MONETARY ITEMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Healthy Spot promises it shall cause to be paid \$725,000.00 (Seven Hundred Twenty-Five Thousand Dollars and Zero Cents) and no more as the Gross Settlement Amount. Healthy Spot has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Healthy Spot.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000.00 (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Healthy Spot will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments for less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 25%, which is currently estimated to be \$181,250.00 and a Class Counsel Litigation Expenses Payment of not more than \$65,000.00. Healthy Spot will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Healthy Spot harmless, and indemnifies Healthy Spot, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$50,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$50,000.00, the Administrator will retain the remainder and add it to the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment of approximately \$7,500.00 for each Class Member whose dog was killed (“Deaths”), approximately \$2,375.00 for each Class Member whose dog was severely injured (“Severe Injuries”), and approximately \$100.00 for each Class Member whose dog was minorly injured (“Minor Injuries”).
- 3.2.5 Death Claim for Kristian Capalik: Class Counsel also represents Kristian Capalik, whose dog Alex was killed at Healthy Spot shortly after the end of the Class Period, on May 6, 2022. Class Counsel and Defendant agree to include Mr. Capalik as a Participating Class Member in the Death subclass, rather than file a separate action. This decision is made in the interests of judicial economy and to avoid burdening Class Members, Defendant, Class and Defense Counsel and the Court by avoiding any delay of the Settlement. Class Counsel represents that Mr. Capalik is the only Participating Class Member, other than the Plaintiffs, who they represent who has a potential related claim against Defendant. Defendant is aware of Mr. Capalik and agrees with his inclusion in the Class.
- 3.2.6 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount.

#### 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Size. Based on a review of its records to date, Healthy Spot estimates there are 753 Class Members whose dogs were involved in an incident during grooming at Healthy Spot during the class period, including Kristian Capalik whose dog was killed on May 6, 2022.

4.2 Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Healthy Spot will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Healthy Spot has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Healthy Spot must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.



4.3 Funding of Gross Settlement Amount. Healthy Spot shall fully fund the Gross Settlement Amount by depositing it into an interest-bearing escrow account no later than 14 days after execution of this agreement.

4.4 Payments from the Gross Settlement Amount. Settlement Class Members shall have the option to receive their Settlement Payment pursuant to the terms of this Settlement Agreement via digital methods (i.e. PayPal, Venmo, Zelle, ACH). In the event Settlement Class Members do not exercise this option, they will receive their Settlement Payment via a physical check sent by U.S. Mail. Within 30 days after the Effective Date, the Administrator will send digital payment and/or mail checks of all Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments.

- 4.4.1 Each payment issued to a Settlement Class Member via a physical check will state on the face of the check that it will become null and void unless cashed within ninety (90) days after the date of issuance.
- 4.4.2 Where the Settlement Administrator is aware that an electronic deposit or digital payment to a Settlement Class Member is unable to be processed, the Settlement Administrator shall mail a physical check to the address on record for the Settlement Class Member within thirty (30) days of the failed payment being returned.
- 4.4.3 The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without USPS forwarding address. Within 14 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.
- 4.4.4 Any Individual Class Payment that remains uncashed, cancelled, or unprocessed after the applicable void date shall be retained in the Net Settlement Amount.
- 4.4.5 After the expiration of all applicable void dates set forth above in paragraphs 4.4.1, 4.4.2, 4.4.3, and 4.4.4, the Administrator shall transmit the funds remaining in the Net Settlement Amount to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) (“Cy Pres Recipient”), for example, The Nonhuman Rights Project. The Parties, Class Counsel

and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

- 4.4.6 The payment of Individual Class Payments shall not obligate Healthy Spot to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

**5. RELEASES OF CLAIMS.** Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties on the Effective Date as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint ("Plaintiff's Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.2 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Participating Class Members do not release any other claims, including claims based on facts occurring outside the Class Period.

**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Healthy Spot's Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Healthy Spot will prepare and deliver to Class Counsel a signed Declaration from Healthy Spot and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations,

Defense Counsel and Healthy Spot shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the proposed Cy Pres; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and the Cy Pres Recipient; and (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; In their Declarations, Plaintiffs, Class Counsel and Defense Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected EAG Gulf Coast, LLC, formerly known as Postlethwaite & Netterville, APAC, ("P&N") to serve as the Administrator and verified that, as a condition of appointment, P&N agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.3 Notice to Class Members.

7.3.1 No later than three 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and of the number of Class Members without a mailing or e-mail address.

7.3.2 Using best efforts to perform as soon as possible, and in no event later than 30 days after preliminary approval, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail and/or email, the Class Notice, in substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.3.3 As soon as practicable after the Administrator’s receipt of any Class Notice returned via email and/or by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS and/or re-try the email address provided. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.3.4 If the Administrator, Defense or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement.

7.4 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out) of the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed and/or re-emailed). A

Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.5 Objections to Settlement.

- 7.6.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.
- 7.6.2 Participating Class Members may send written objections to the Administrator, by email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days

for Class Members whose Class Notice was re-mailed and/or re-emailed).

7.6.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.6 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.6.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.6.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.6.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to subclass received and/or resolved, and checks mailed for Individual Class Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.6.4 Administrator’s Declaration. Not later than 20 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices

returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.6.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds from the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report of payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 30% of the total of all Class Members, Healthy Spot may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Healthy Spot withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Healthy Spot will remain responsible for paying all Settlement Administration Expenses incurred to that point. Healthy Spot must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the provisions governing Class Representative Payments, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of rights to appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).



11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or federal government agency or regulator. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

If to Plaintiffs or Class Counsel:

Cotchett, Pitre & McCarthy, LLP

Attention: Gary A. Praglin and Theresa E. Vitale

2716 Ocean Park Boulevard, Suite 3088

Santa Monica, CA 90405

gpraglin@cpmlegal.com

tvitale@cpmlegal.com

If to Defendant or Defendant's Counsel:

Markun Zusman & Compton LLP

Attention: Edward S. Zusman and Kevin K. Eng

465 California St., Suite 500

San Francisco, CA 94104

ezusman@mzclaw.com

keng@mzclaw.com

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Settlement Agreement to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

**CLASS COUNSEL, ON BEHALF OF THE SETTLEMENT CLASS:**

Dated: February 27, 2024

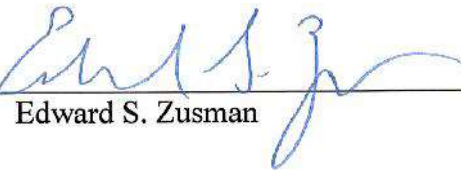
**COTCHETT, PITRE & McCARTHY, LLP**

By:   
\_\_\_\_\_  
Gary A. Praglin

**COUNSEL FOR DEFENDANT HEALTHY SPOT, LLC**


Dated: 2/27/2024

**MARKUN ZUSMAN & COMPTON LLP**

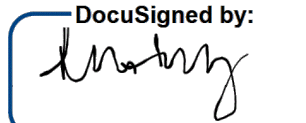
By:   
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Edward S. Zusman

**PLAINTIFFS:**

Dated: 2/27/2024


By:   
\_\_\_\_\_  
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Tamara Margolis

Dated: 2/27/2024

By:   
\_\_\_\_\_  
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Aimee Tully

**DEFENDANT:**

Dated: 2/27/24

By:   
\_\_\_\_\_  
Healthy Spot, LLC  
by Howard Grobstein

# **EXHIBIT A**

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE  
FOR FINAL COURT APPROVAL**

*Margolis, et al. v. Healthy Spot, LLC, Case No. 21STCV25347*

***The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a consumer class action lawsuit (the "Action") against Healthy Spot, LLC ("Healthy Spot" or "Defendant" is used throughout this notice to refer to Defendant Healthy Spot, LLC) for alleged violations of the Consumers Legal Remedies Act (Cal. Civ. Code § 1750 *et seq.*) ("CLRA"), the Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*) ("UCL"), the False Advertising Law (Cal. Bus. & Prof. Code § 17500 *et seq.*) ("FAL"), Breach of Express Warranty and Negligent Misrepresentation. The Action was filed by former Healthy Spot customers Tamara Margolis and Aimee Tully ("Plaintiffs") and seeks payment of damages for a class of customers whose dogs were harmed and/or killed at any of the 20 Healthy Spot locations in California ("Class Members") between July 2018 and July 2021 and on May 6, 2022. The Action includes the following subclasses based on the injury suffered by each Class Member's dog: (1) deaths; (2) severe injuries; and (3) minor injuries.-

The proposed Settlement is a Class Settlement requiring Healthy Spot to fund Individual Class Payments.

Based on Healthy Spot's records, and the Parties' current information, **your Individual Class Payment is estimated to be \$[7,500.00] [2,375.00] or [100.00]**. The actual exact amount you may receive will be different and will depend on a number of factors.

The above estimates are based on Healthy Spot's records showing that your dog [was killed], [suffered a severe injury] or [suffered a minor injury] during grooming at Healthy Spot during the Class Period. If you believe that the records indicating your subclass is incorrect, you can submit an Objection by the deadline date. See Section 7 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Healthy Spot to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Healthy Spot.

If your dog was injured or killed during grooming at Healthy Spot during the Class Period, you have two basic options under the Settlement:

- (1) **Do nothing until you receive further instructions from the Administrator.** You don't have to do anything to participate in the proposed Settlement and be eligible for an

Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period claims against Healthy Spot. At some point, if your dog was killed or suffered a severe injury, you may be required to submit additional information of documents before receiving payment.

- (2) **Opt-out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims against Healthy Spot.

**Healthy Spot will not retaliate against you for any actions you take with respect to the proposed Settlement.**

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>You Don't Have to Do Anything to Participate in the Settlement</b>	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the claims against Healthy Spot that are covered by this Settlement ("Released Claims").
<b>You Can Opt-out of the Class Settlement. The Opt-out Deadline is [60 days after Class Notice is served].</b>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
<b>Participating Class Members Can Object to the Class Settlement. Written Objections Must be Submitted by [60 days after Class Notice is served].</b>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
<b>You Can Participate in the [Date of Hearing TBD] Final Approval Hearing</b>	The Court's Final Approval Hearing is scheduled to take place on [Date of Hearing TBD]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

## **1. WHAT IS THE ACTION ABOUT?**

Plaintiffs are former Healthy Spot customers whose dogs were killed and/or injured during grooming at Healthy Spot. The Action accuses Healthy Spot of violations of: (1) The Consumers Legal Remedies Act; (2) The Unfair Competition Law; and (3) California Business and Professions Code, as well as for alleged breaches of express warranty and negligent misrepresentations. Plaintiffs' complaint includes allegations of animal abuse resulting in injuries to dogs during grooming at Healthy Spot, including death. Plaintiffs' claims also include allegations that Healthy Spot misrepresented the skill and training of its employees and the safety standards used during grooming, and that as a result dogs were abused and/or injured during the grooming sessions. Plaintiffs are represented by attorneys in the Action: Gary A. Praglin and Theresa E. Vitale, and their respective firm, Cotchett, Pitre, & McCarthy LLP ("Class Counsel").

Healthy Spot strongly denies Plaintiffs' claims and denies that it violated any laws or intentionally injured or abused any animal.

## **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether Healthy Spot or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Healthy Spot hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Healthy Spot have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Healthy Spot does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Healthy Spot has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Healthy Spot Will Pay \$725,000.00 (Seven Hundred Twenty-Five Thousand Dollars and Zero Cents) as the Gross Settlement Amount ("Gross Settlement"). Healthy Spot has deposited the Gross Settlement into an interest-bearing trust account that is controlled by the Administrator of the Settlement. Assuming the Court grants Final Approval and enters a Final Judgment, the Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, and the Administrator's expenses. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.



2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$181,250.00 (25% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$65,000.00 for their litigation expenses. To date, Class Counsel have worked on and incurred expenses related to the Action without payment.
  - B. Up to \$10,000.00 to both Class Representatives as Class Representative Awards for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment.
  - C. Up to \$50,000.00 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on injury subclass.
4. Need to Promptly Cash Payment Checks/Complete Digital Payment. You have the option to receive Individual Class Payment by a digital payment (PayPal, Venmo, digital payment card, *etc.*). You will only have a limited time to complete digital payment. If you do not choose a digital payment, you will receive a check. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash your check by the void date, or accept your digital payment promptly, your payment will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").
5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [60 days after notice is served], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [60 days after notice is served] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue claims against Healthy Spot.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Healthy Spot have agreed that, in either case, the Settlement will be void: Healthy Spot will not pay any money and Class Members will not release any claims against Healthy Spot.
7. Administrator. The Court has appointed a neutral company, Postlethwaite & Netterville, APAC (P&N) (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also receive Class Member Written Objections, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
8. Participating Class Members’ Release. After the Judgment is final and Healthy Spot has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Healthy Spot or related entities based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Participating Class Members do not release any other claims based on facts occurring outside the Class Period.

#### **4. HOW WAS MY CLASS PAYMENT CALCULATED?**

Individual Class Payments. Each Class Member was identified from Healthy Spot records indicating injuries to dogs during grooming during the class period. Class Members were then divided into subclasses based on category of injury. Class Members whose dogs were killed during grooming will receive approximately \$7,500.00 due to the loss of their dog. Class Members whose dogs were severely injured during grooming will receive approximately \$2,375.00 due to the severe injury suffered by their dog. Class Members whose dogs were minorly injured during grooming will receive approximately \$100.00, due to the minor injury suffered by their dog.

#### **5. HOW WILL I GET PAID?**

Participating Class Members. The Administrator will send a single payment to every Participating Class Member (i.e., every Class Member who doesn’t opt-out). After Final Approval, the administrator will email a link where you may select your preferred payment option (PayPal, Venmo, Zelle, ACH or Physical Check). If you do not make a selection, your payment will default to physical checks.

**Your payment will be sent to the same e-mail or mailing address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## **6. HOW DO I OPT OUT?**

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Margolis, et al. v. Healthy Spot, LLC*, Case No. 21STCV25347, and include your identifying information (full name, e-mail address, address, telephone number, dog's name, injury suffered by dog during grooming, and approximate date of injury). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [60 days after notice is served], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Healthy Spot are asking the Court to approve. At least 16 Court days before the [Date of Hearing TBD] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [to be determined after preliminary approval].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and/or Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [60 days after notice is served].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Margolis, et al. v. Healthy Spot, LLC*, Case No. 21STCV2534, and include your name, e-mail address, current address, telephone number, dog's name, injury suffered by dog during grooming, and approximate date of injury, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on [Date and Time TBD] in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [To be set up after preliminary approval] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Healthy Spot and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement website at [to be set up after preliminary approval]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Los Angeles County Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV25347. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

### **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Gary A. Praglin

Theresa E. Vitale

Cotchett, Pitre & McCarthy LLP

[gpraglin@cpmlegal.com](mailto:gpraglin@cpmlegal.com)

[tvitale@cpmlegal.com](mailto:tvitale@cpmlegal.com)

Mailing Address: 2716 Ocean Park Blvd., Suite 3088, Santa Monica, CA 90405

Telephone: (310) 392-2008

Settlement Administrator:

Name of Company: EAG Gulf Coast, LLC formerly known as Postlethwaite & Netterville, APAC (P&N)

Email Address: [bhodge@pnepa.com](mailto:bhodge@pnepa.com)

Mailing Address: 8550 United Plaza Blvd., Ste. 1001, Baton Rouge, LA 70809

Telephone: (225) 922-4600

Fax Number: (225) 408-4460

#### **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

#### **11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing or e-mail address.

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**PROOF OF SERVICE**

I am employed in the County of Los Angeles. I am over the age of 18 years and not a party to this action. My business address is the Law Offices of Cotchett, Pitre & McCarthy, LLP, 2716 Ocean Park Boulevard, Suite 3088, Santa Monica, CA 90405. On this day, I served the following document(s) in the manner described below:

**DECLARATION OF GARY A. PRAGLIN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

✓ **VIA E-MAIL:** My e-mail address is mbressick@cpmlegal.com. I am readily familiar with this firm’s practice for causing documents to be served by e-mail. Following that practice, I caused the aforementioned document(s) to be emailed to the addressee(s) specified in the Service List.

Edward S. Zusman Kevin Eng <b>Markun Zusman &amp; Compton LLP</b> 465 California St., Suite 401 San Francisco, CA 94104 <a href="mailto:ezusman@mzclaw.com">ezusman@mzclaw.com</a> <a href="mailto:keng@mzclaw.com">keng@mzclaw.com</a>	<b>COUNSEL FOR DEFENDANT  HEALTHY SPOT, LLC</b>
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I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Santa Monica, CA, on March 18, 2024.

  
\_\_\_\_\_  
MELISSA BRESSICK

1 GARY A. PRAGLIN (SBN 101256)  
gpraglin@cpmlegal.com  
2 THERESA E. VITALE (SBN 333993)  
tvitale@cpmlegal.com  
3 **COTCHETT, PITRE & McCARTHY, LLP**  
2716 Ocean Park Blvd., Suite 3088  
4 Santa Monica, California 90405  
Telephone: (310) 392-2008  
5 Facsimile: (310) 392-0111

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
3/18/2024 3:20 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By S. Drew, Deputy Clerk

6 *Attorneys for Plaintiffs on behalf of themselves*  
7 *and others similarly situated*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES**

10 **TAMARA MARGOLIS**, an individual;  
11 **AIMEE TULLY**, an individual; on behalf of  
themselves and all others similarly situated,

12 Plaintiffs,

13 v.

14 **HEALTHY SPOT LLC**, a Limited Liability  
Company; and **DOES 1-20**, inclusive,

15 Defendants.

Case No. 21STCV25347

**DECLARATION OF EDWARD S. ZUSMAN  
IN SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

**Date:** April 10, 2024  
**Time:** 9:00 a.m.  
**Judge:** Hon. David S. Cunningham  
**Dept.:** 11

1 **DECLARATION OF EDWARD S. ZUSMAN**

2 I, Edward S. Zusman, declare as follows:

3 1. I am a partner of the law firm of Markun Zusman & Compton LLP, counsel of record  
4 for Defendant. I have personal, firsthand knowledge of the facts set forth herein, and if called upon to  
5 testify, could and would testify competently thereto. I submit this declaration in support of Plaintiffs'  
6 Motion for Preliminary Approval of Class Action Settlement.

7 2. My firm has acted as counsel to Defendant Healthy Spot, LLC (hereafter "Defendant")  
8 in this matter since February 21, 2023.

9 3. Effective February 1, 2023, Healthy Spot and all of its assets were sold in a UCC Article  
10 9 Public Auction and has not conducted any business nor employed any employees since that date.

11 4. To allow our firm time to get up to speed when we substituted as Defendant's counsel  
12 of record, the Parties agreed to a mutual extension of all pending discovery and motions to compel  
13 deadlines and to postpone the PMK deposition.

14 5. Additionally, the Parties scheduled a formal mediation with Mediator Jeff Kichaven to  
15 take place May of 2023.

16 6. At the mediation, Defendant shared that its only remaining asset, insurance coverage,  
17 would not cover various aspects of Plaintiffs' damages, due to explicit exclusions.

18 7. Healthy Spot is in the process of funding the Gross Settlement Amount. The Settlement  
19 Administrator is in the process of setting up a qualified, interest-bearing account for purposes of  
20 funding the Settlement and for the benefit of participating Settlement Class Members (the "Settlement  
21 Account"). Healthy Spot anticipates that the Settlement Account will be opened shortly and the Gross  
22 Settlement Amount will be in the Settlement Account well before the preliminary approval hearing.

23 8. Defendants' business records show that there are approximately 750 total Settlement  
24 Class Members, as defined in the Settlement Agreement and the motion for preliminary approval.

25 9. Healthy Spot contends that it adequately compensated Settlement Class members for all  
26 injuries sustained at Healthy Spot. Throughout the relevant time period, Defendant's business practice  
27 was to cover any veterinary bills presented by customers for injuries that they claimed their pets  
28 sustained receiving grooming services at a Healthy Spot location. Defendant also provided refunds for



1 grooming services that resulted in an injury. At each of Defendant's locations, staff contemporaneously  
2 recorded customers' complaints, reimbursements for veterinary bills, and refunds. In addition,  
3 Defendant's policies and procedures called for recording of information that would identify whether  
4 an incident involved a minor injury, severe injury, or death. Data from all of Defendant's locations is  
5 compiled and recorded in the Spreadsheet that Defendant created and provided to Plaintiffs in the  
6 course of discovery in this action.

7 10. Healthy Spot further asserts that Plaintiffs would be unable to certify a class in this case  
8 given the individualized inquiries into the circumstances of each incident that would be required and  
9 due to the fact that both Plaintiffs received grooming service refunds and had veterinary bills paid in  
10 full. Healthy Spot also contends that the vast majority of injuries reported in its business records reflect  
11 normal industry standards for pets that are injured while grooming and that its policies and procedures  
12 were consistent with the industry standard, if not better. Healthy Spot contends that, as with any  
13 business there may be one-off situations in which workers do not follow their company's procedures,  
14 but that does not mean that worker was not properly trained or that the procedures were flawed.

15 11. Additionally, Healthy Spot contends that Plaintiffs' assessment of the value of  
16 Settlement Class Members' dogs' injuries is improperly based on theories that are contrary to the  
17 prevailing law. For example, Plaintiffs seek emotional distress and punitive damages, which Defendant  
18 contends are unavailable under the circumstances of this case.

19 12. Finally, Healthy Spot contends that most of its customers were not exposed to, and  
20 therefore could not have relied on, the representations at issue.

21 13. Any restitution Plaintiffs are claiming under their UCL claims would be duplicative of  
22 amounts calculated to determine Defendant's exposure for Plaintiffs' CLRA claims.

23 14. After having conducted a diligent, good faith inquiry, to the best of my knowledge,  
24 neither Defendants, my firm, nor I have any interest or relationship, financial or otherwise, with the  
25 Nonhuman Rights Project. I therefore believe it is a suitable *cy pres* recipient.

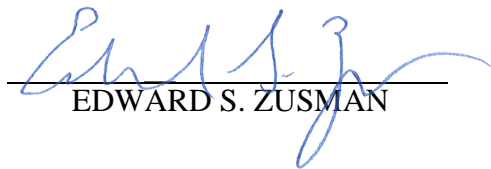
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I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. Executed this 18th day of March, 2024, at San Francisco, California.

  
EDWARD S. ZUSMAN

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**PROOF OF SERVICE**

I am employed in the County of Los Angeles. I am over the age of 18 years and not a party to this action. My business address is the Law Offices of Cotchett, Pitre & McCarthy, LLP, 2716 Ocean Park Boulevard, Suite 3088, Santa Monica, CA 90405. On this day, I served the following document(s) in the manner described below:

**DECLARATION OF EDWARD S. ZUSMAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

✓ **VIA E-MAIL:** My e-mail address is mbressick@cpmlegal.com. I am readily familiar with this firm’s practice for causing documents to be served by e-mail. Following that practice, I caused the aforementioned document(s) to be emailed to the addressee(s) specified in the Service List.

Edward S. Zusman Kevin Eng <b>Markun Zusman &amp; Compton LLP</b> 465 California St., Suite 401 San Francisco, CA 94104 <a href="mailto:ezusman@mzclaw.com">ezusman@mzclaw.com</a> <a href="mailto:keng@mzclaw.com">keng@mzclaw.com</a>	<b>COUNSEL FOR DEFENDANT  HEALTHY SPOT, LLC</b>
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I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Santa Monica, CA, on March 18, 2024

  
\_\_\_\_\_  
MELISSA BRESSICK

1 GARY A. PRAGLIN (SBN 101256)  
gpraglin@cpmlegal.com  
2 THERESA E. VITALE (SBN 333993)  
tvitale@cpmlegal.com  
3 **COTCHETT, PITRE & McCARTHY, LLP**  
2716 Ocean Park Blvd., Suite 3088  
4 Santa Monica, California 90405  
Telephone: (310) 392-2008  
5 Facsimile: (310) 392-0111

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Superior Court of California,  
County of Los Angeles  
3/18/2024 3:20 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By S. Drew, Deputy Clerk

6 *Attorneys for Plaintiffs on behalf of themselves*  
7 *and others similarly situated*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10 **TAMARA MARGOLIS**, an individual;  
11 **AIMEE TULLY**, an individual; on behalf of  
themselves and all others similarly situated,

12 Plaintiffs,

13 v.

14 **HEALTHY SPOT LLC**, a Limited Liability  
Company; and **DOES 1-20**, inclusive,

15 Defendants.  
16

Case No. 21STCV25347

**DECLARATION OF TAMARA MARGOLIS  
IN SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

**Date:** April 10, 2024  
**Time:** 9:00 a.m.  
**Judge:** Hon. David S. Cunningham  
**Dept.:** 11

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**DECLARATION OF TAMARA MARGOLIS**

I, Tamara Margolis, declare as follows:

1. I have personal, firsthand knowledge of the facts set forth herein, and if called upon to testify, could and would testify competently thereto. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

2. My dog, Charlie, was killed during grooming at Healthy Spot on April 24, 2021.

3. Charlie was killed due to the actions of groomers and bathers at Healthy Spot and the uniform policies and procedures across all Healthy Spot stores.

4. In early 2021, I took Charlie to a Healthy Spot store in Marina Del Rey and heard from retail workers that HEALTHY SPOT “takes care of dogs,” and “only sell[s] the best food and products.”

5. Before making a grooming appointment, I also visited the Healthy Spot website to look at dog food for Charlie. She saw that Healthy Spot advertised top of the line food and high quality, safe grooming services by well-educated, trained groomers. I then called the Marina Del Rey Location and told Healthy Spot employees I spoke to that I was interested in making a grooming appointment, but that I was hesitant due to Charlie being shy with strangers.

6. Healthy Spot employees told me not to worry, that the company had good grooming salon staff who are trained, that they would take care of Charlie and that he would be fine. I was also told that the female groomer who would work on Charlie was wonderful. The employees emphasized that the grooming staff are trained and know what they are doing when it comes to dogs less comfortable with the grooming process and that Charlie would be fine in their care.

7. Because Healthy Spot employees told me the groomers were trained and experienced, I believed a harness restraint method, standard in the industry, instead of a noose lead restraint method, would be used on Charlie during grooming. The same representation was made in Healthy Spot’s Safety Standards, posted on their website.

8. Based on these representations about the training and experience of the groomers, as well as the representations made on the website regarding the safety and quality of Healthy Spot’s grooming services, I booked my first appointment at Marina Del Rey.

1 9. A month into the COVID-19 pandemic, I decided to make a second appointment for  
2 Charlie at the West LA Healthy Spot location. Again, in a telephone conversation with a Healthy Spot  
3 employee, I stated my concerns about Charlie needing time to warm up to strangers. Again, I was told  
4 not to worry about Charlie’s behavior and that the Healthy Spot groomers would take care of him.

5 10. I relied on the continuing representations of Healthy Spot employees, and the  
6 representations on the website regarding the quality of Healthy Spot services, in making the grooming  
7 appointment at the West LA location.

8 11. On April 24, 2021, Charlie was dropped off at Healthy Spot. He never returned home.  
9 A couple of hours later, my family received a phone call from a Healthy Spot employee who stated that  
10 Charlie had been rushed to a nearby Veterinarian VCA clinic. I immediately drove to VCA but was too  
11 late.

12 12. A subsequent autopsy confirmed that the injury was significant and the cause of death  
13 was trauma. The Healthy Spot surveillance video footage confirms that Healthy Spot was abused and  
14 killed Charlie during the grooming.

15 13. I have spent many hours, since April of 2021, meeting with Class Counsel and  
16 discussing the facts of this case, including Healthy Spot’s policies and procedures. I responded to  
17 written discovery requests, gathered documents and participated in mediation.

18 14. I have agreed to a general release of all claims against Healthy Spot subject to a waiver  
19 of Civil Code § 1542.

20 15. I have no interest or relationship, financial or otherwise, with the Nonhuman Rights  
21 Project.

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23 I declare under penalty of perjury of the laws of the State of California that the foregoing is true  
24 and correct. Executed this 12 day of March, 2024, at Los Angeles, California.

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26 DocuSigned by:  
*Tamara Margolis*  
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27 TAMARA MARGOLIS

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**PROOF OF SERVICE**

I am employed in the County of Los Angeles. I am over the age of 18 years and not a party to this action. My business address is the Law Offices of Cotchett, Pitre & McCarthy, LLP, 2716 Ocean Park Boulevard, Suite 3088, Santa Monica, CA 90405. On this day, I served the following document(s) in the manner described below:

**DECLARATION OF TAMARA MARGOLIS IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

✓ **VIA E-MAIL:** My e-mail address is mbressick@cpmlegal.com. I am readily familiar with this firm’s practice for causing documents to be served by e-mail. Following that practice, I caused the aforementioned document(s) to be emailed to the addressee(s) specified in the Service List.

Edward S. Zusman Kevin Eng <b>Markun Zusman &amp; Compton LLP</b> 465 California St., Suite 401 San Francisco, CA 94104 <a href="mailto:ezusman@mzclaw.com">ezusman@mzclaw.com</a> <a href="mailto:keng@mzclaw.com">keng@mzclaw.com</a>	<b>COUNSEL FOR DEFENDANT  HEALTHY SPOT, LLC</b>
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I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Santa Monica, CA, on March 18, 2024.

  
\_\_\_\_\_  
MELISSA BRESSICK

1 GARY A. PRAGLIN (SBN 101256)  
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2 THERESA E. VITALE (SBN 333993)  
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County of Los Angeles  
3/18/2024 3:20 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By S. Drew, Deputy Clerk

6 *Attorneys for Plaintiffs on behalf of themselves*  
7 *and others similarly situated*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10 **TAMARA MARGOLIS**, an individual;  
11 **AIMEE TULLY**, an individual; on behalf of  
themselves and all others similarly situated,

12 Plaintiffs,

13 v.

14 **HEALTHY SPOT LLC**, a Limited Liability  
Company; and **DOES 1-20**, inclusive,

15 Defendants.  
16

Case No. 21STCV25347

**DECLARATION OF AIMEE TULLY IN  
SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

**Date:** April 10, 2024  
**Time:** 9:00 a.m.  
**Judge:** Hon. David S. Cunningham  
**Dept.:** 11



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**DECLARATION OF AIMEE TULLY**

I, Aimee Tully, declare as follows:

1. I have personal, firsthand knowledge of the facts set forth herein, and if called upon to testify, could and would testify competently thereto. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

2. My dog, Noel, suffered a severe laceration, resulting in the amputation of five inches of her tail, during grooming at Healthy Spot on January 23, 2021.

3. Noel was injured during grooming at Healthy Spot, due to actions by Healthy Spot groomers and bathers and the uniform policies and procedures across all Healthy Spot stores.

4. Before and after filing this litigation, I viewed Healthy Spot surveillance videos that confirmed that the actions by the Healthy Spot groomers and bathers that resulted in the severe injury to Noel were consistent with the uniform policies and procedures across all Healthy Spot stores at the time.

5. When I heard about the new grooming salon, Healthy Spot in Costa Mesa, I visited the website and read Healthy Spot’s representations that its grooming services are focused on the highest standards of quality and safety.

6. When combing the website before deciding to book an appointment at Healthy Spot, I saw and reviewed Healthy Spot’s Safety Standards. I was especially concerned about the quality of grooming services and the training of groomers in the use of restraints and tools on Pomeranians, as they are especially difficult to groom.

7. Relying on what I had seen on the website regarding the training and experience of groomers and the Healthy Spot grooming services safety standards, I called and made an appointment for my three dogs to have a bath and a sanitary shave. My dogs had been to groomers many times and had never had any issues before.

8. When I picked up my dogs, I knew immediately that the dogs had been poorly bathed and not given the sanitary shave. I brought the dogs back to Healthy Spot in hopes that the facility would honor the package she had paid for by redoing the baths.

9. I arrived back at HEALTHY SPOT in Costa Mesa on January 23, 2021 with two of my

1 three dogs. Noel became visibly frightened, shaking and cowering when the groomers came out. At the  
2 time, the groomers at Healthy Spot laughed and brushed this reaction off, taking the dogs to the back.

3 10. An hour later, I received a call from a groomer at Healthy Spot, who told me that there  
4 had been an accident involving Noel. The groomer explained that Noel had a cut on her tail that Healthy  
5 Spot believed would be fine, but since it was bleeding, the cut might need to be glued shut. The groomer  
6 told me I needed to meet them at the Veterinarian, where they had already taken Noel.

7 11. I was terrified and upset that my dog was injured and had been taken to a veterinarian  
8 without my knowledge. She rushed to see Noel. When I arrived, though Noel had yet to be seen by the  
9 vet, her tail had already been bandaged by Healthy Spot employees.

10 12. The vet explained that Noel was seriously injured and that she needed to go to an  
11 emergency vet right away for surgery. Noel's tail was not only cut, it was lacerated to the bone. I rushed  
12 Noel to an emergency vet, who explained that Noel would need to be sedated for emergency surgery  
13 to have her tail amputated due to the severe laceration and fact that bones in her tail were crushed.  
14 Because of the severity of the injury, the emergency vet believed that the injury had occurred by a  
15 Healthy Spot employee slamming a kennel door on Noel's tail. Only similar extreme force could cause  
16 the tail dislocation, laceration, and damage that Noel had suffered.

17 13. Noel survived surgery, but five inches of her tail was amputated and she has continued  
18 to suffer from pain and discomfort since the injury.

19 14. Healthy Spot's video footage of Noel's grooming session shows that Noel's tail was  
20 abused by being brushed so aggressively with a dematting comb that she suffered the severe,  
21 disfiguring injury. To this day, after numerous vet visits, Noel remains traumatized by the abuse she  
22 suffered at Healthy Spot.

23 15. I have spent many hours, since April of 2021, meeting with Class Counsel and  
24 discussing the facts of this case, including the surveillance videos obtained from an anonymous source.  
25 I responded to written discovery requests, gathered documents and participated in mediation.

26 16. I have agreed to a general release of all claims against Healthy Spot subject to a waiver  
27 of Civil Code § 1542.

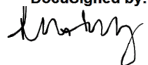
28 17. I have no interest or relationship, financial or otherwise, with the Nonhuman Rights

1 Project.

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3 I declare under penalty of perjury of the laws of the State of California that the foregoing is true  
4 and correct. Executed this 15 day of March, 2024, at Newport Beach, California.

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DocuSigned by:  
  
81780CF2425C4A7  
AIMEE TULLY

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**PROOF OF SERVICE**

I am employed in the County of Los Angeles. I am over the age of 18 years and not a party to this action. My business address is the Law Offices of Cotchett, Pitre & McCarthy, LLP, 2716 Ocean Park Boulevard, Suite 3088, Santa Monica, CA 90405. On this day, I served the following document(s) in the manner described below:

**DECLARATION OF AIMEE TULLY IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

✓ **VIA E-MAIL:** My e-mail address is mbressick@cpmlegal.com. I am readily familiar with this firm’s practice for causing documents to be served by e-mail. Following that practice, I caused the aforementioned document(s) to be emailed to the addressee(s) specified in the Service List.

Edward S. Zusman Kevin Eng <b>Markun Zusman &amp; Compton LLP</b> 465 California St., Suite 401 San Francisco, CA 94104 <a href="mailto:ezusman@mzclaw.com">ezusman@mzclaw.com</a> <a href="mailto:keng@mzclaw.com">keng@mzclaw.com</a>	<b>COUNSEL FOR DEFENDANT  HEALTHY SPOT, LLC</b>
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I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Santa Monica, CA, on March 18, 2024.

  
\_\_\_\_\_  
MELISSA BRESSICK