

**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 8 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

You Don't Have to Do Anything to Participate in the Settlement	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").
You Can Opt-out of the Class Settlement. The Opt-out Deadline is December 3, 2024	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.
Participating Class Members can Challenge the Class Category. Written Challenges must be submitted by December 3, 2024	If you believe you were placed in the wrong Class Category due to your dog suffering from a more severe injury, you can challenge the category. You might be required to submit documentation to support your request to be moved to a different class category and to be entitled for additional compensation.
Participating Class Members Can Object to the Class Settlement. Written Objections Must be Submitted by December 3, 2024	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 8 of this Notice.

<p>You Can Participate in the January 9, 2025 Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on January 9, 2025 at 11:00 a.m. 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 9 of this Notice.</p>
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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 December 3, 2024**, 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 December 3, 2024 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 10 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, or "Class Categories," 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 10 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 December 3, 2024, or it will be invalid.** Section 10 of the Notice has the Administrator's contact information.

7. HOW DO I CHALLENGE MY CLASS CATEGORY?

Each Class Member has 60 days after the Administrator mails the Class Notice to challenge the Class Category identified in the Class Notice. You may challenge the Class Category by communicating with the Administrator via email or mail. You might be required to provide supporting documentation to demonstrate that your dog suffered a more severe injury. After review of each challenge and any submitted documentation, the Administrator's determination of each Class Member's allocation based on Class Category is final and not appealable or otherwise susceptible to challenge.

8. 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 January 9, 2025 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 10 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 at www.HealthySpotSettlement.com.

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 December 3, 2024.** 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 10 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 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

9. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on January 9, 2025, at 11:00 a.m. 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, www.HealthySpotSettlement.com, beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

10. 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 www.HealthySpotSettlement.com. 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:

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Telephone: (310) 392-2008

Settlement Administrator:

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

Email Address: info@HealthySpotSettlement.com

Mailing Address: P.O. Box 589, Baton Rouge, LA 70821

Telephone: 1-844-741-9460

11. 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.

12. 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.