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Electronically FILED by
Superior Court of California,
County of Los Angeles
4/23/2024 11:01 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By R. Lozano, 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

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

Date: May 2, 2024
Time: 9:00 a.m.
Judge: Hon. David S. Cunningham
Dept.: 11

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SUPPLEMENTAL 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. Per the Court's request, Plaintiffs re-filed the Declaration of Gary Praglin in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement with a text-searchable version of the Parties' Settlement Agreement, on April 10, 2024.

3. Since the filing of Plaintiff's Motion on March 18, 2024, the Parties' proposed administrator established an interest-bearing bank account for the settlement. The funding check was received on March 26th. The funds were deposited on Friday, March 29th.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. Executed this 23rd day of April, 2024, at Santa Monica, California.



GARY A. PRAGLIN

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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:

SUPPLEMENTAL 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 Markun Zusman & Compton LLP 465 California St., Suite 401 San Francisco, CA 94104 ezusman@mzclaw.com keng@mzclaw.com	COUNSEL FOR DEFENDANT HEALTHY SPOT, LLC
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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 April 23, 2024.



MELISSA BRESSICK

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Electronically FILED by
Superior Court of California,
County of Los Angeles
6/17/2024 4:25 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Jones, 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

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

Date: September 4, 2024
Time: 10:00 a.m.
Judge: Hon. David S. Cunningham
Dept.: 11

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1 5. The initial class period in Plaintiffs' complaint was from July 2018 to July 2021. After
2 filing the Complaint, a potential class member whose dog was killed on May 6, 2022 reached out to
3 Plaintiffs' counsel. The Parties agreed to include the potential class member, Kristian Capalik in the
4 class settlement.

5 6. However, effective February 1, 2023, Healthy Spot and all of its assets were sold in a
6 UCC Article 9 Public Auction and has not conducted any business nor employed any employees since
7 that date. Further, no records exist that would allow the Parties to determine whether any other potential
8 class members exist in the time frame between July 2021 and May 6, 2022. For these reasons, the
9 parties renew their request to expand the class period to include May 6, 2022.

10 7. The below chart is a breakdown of the agreed upon payment formula for each category
11 of class member and allocation of the entire settlement amount of \$725,000.00:

		Number of Class Members	Allocation to each Class Member
Deaths	\$ 67,500.00	9	\$ 7,500.00
Severe Injuries	\$ 287,375.00	121	\$ 2,375.00
Minor Injuries	\$ 61,500.00	615	\$ 100.00
			Allocation to each Class Representative
Service Awards	\$ 10,000.00	2	\$5,000.00
Attorneys' Fees	\$ 181,250.00		
Costs (not to exceed)	\$ 65,000.00		
Costs of Administration (not to exceed)	\$ 50,000.00		
Totals:	\$ 725,000.00 (approximately)	753	

1 8. Defendant maintained a spreadsheet of costumer incidents during the class period, from
2 July 2018 to July 2021. The Parties confirmed the number of potential class members and the category
3 of injuries using the spreadsheet.

4 9. As explained in the Supplemental Declaration of Edward Zusman, Defendant agrees
5 with and confirms the number of potential class members, the class categories, and the amount allocated
6 to be paid to each class category. (See *supra*, ¶7 and accompanying Chart of Class Members and
7 Payment Allocations.) Further, Defendant has confirmed that the total Settlement amount of
8 \$725,000.00 will cover payments to all class members, the service awards, Attorneys' fees and costs
9 and costs of administration, as depicted in the above chart.

10 10. The Parties have agreed to a deadline for potential class members to dispute their class
11 category. (See "Challenges to Class Category," at 7.5 on pages 11-12 of the Proposed Settlement
12 Agreement and Proposed Class Notice.) The Administrator will determine whether the class member
13 should be placed in a different class category, based on documentation that the class member submits,
14 or does not submit, demonstrating that the claimed dog's injury was a severe injury, or death, rather
15 than a minor or severe injury.

16 11. The deadline to submit opt-out requests, class category challenges and objections is 60
17 days after the notice is served, plus an additional 14 days for any class member whose notice was re-
18 emailed.

19 12. Each payment issued to a Settlement Class Member via physical check will state on the
20 face of the check that it will become null and void unless cashed within 180 days after the date of
21 issuance. This has been updated in section 4.4.1 of the settlement agreement.

22 13. Consistent with Code of Civil Procedure Section 384, subd. (b), after the expiration of
23 all applicable void dates set forth above in paragraphs 4.4.1, 4.4.2, 4.4.3, and 4.4.4, the Administrator
24 shall transmit the funds remaining in the Net Settlement Amount to The Nonhuman Rights Project
25 ("Cy Pres Recipient"), an American nonprofit animal rights organization seeking to change the legal
26 status of at least some nonhuman animals from that of property to that of persons, with a goal of
27 securing rights to bodily liberty and bodily integrity. The Parties, Class Counsel and Defense Counsel
28 represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres

1 Recipient.

2 14. Before any payment is made to the Cy Pres Recipient, the Parties will advise the Court
3 of (1) the total number of participating Class Members, (2) the total amount paid to the class, (3) the
4 total amount paid to each class category, (4) the total amount paid to each individual class member (5)
5 the total amount of costs incurred to date to be paid to Class Counsel, (6) the total amount of costs
6 incurred to date to be paid to the Administrator and, (7) the amount remaining to be distributed to the
7 Cy Pres Recipient. If the Court determines that there are sufficient funds to allocate to the class
8 including the costs of administration, before payment is paid to the Cy Pres Recipient, the Parties will
9 re-allocate payments on a pro-rata basis.

10 15. A true and correct copy of the fully executed revised Settlement Agreement is attached
11 hereto as **Exhibit C**. The revised class notice is attached to the Settlement Agreement.

12 16. A true and correct copy of the redline of the Settlement agreement with the above
13 described changes is attached hereto as **Exhibit D**.

14 17. A true and correct copy of the redline of the Class Notice with the above described
15 changes is attached hereto as **Exhibit E**.

16 I declare under penalty of perjury of the laws of the State of California that the foregoing is true
17 and correct. Executed this 17th day of June, 2024, at Santa Monica, California.

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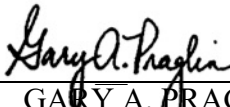
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GARY A. PRAGLIN

EXHIBIT A

COTCHETT, PITRE & McCARTHY, LLP
ATTORNEYS AT LAW

SAN FRANCISCO BAY AREA | LOS ANGELES AREA
NEW YORK | SEATTLE

WWW.CPMLEGAL.COM

COTCHETT PITRE & McCARTHY LLP



ADVOCATES FOR JUSTICE

“The attorneys ... displayed truly exceptional levels of skill and tenacity.”

- Judge of the U.S. District Court

OUR FIRM

Cotchett, Pitre & McCarthy, LLP (“CPM”), based on the San Francisco Peninsula for over 45 years, engages exclusively in litigation and trials. The firm’s dedication to prosecuting or defending socially just actions has earned it a national reputation. With offices in the San Francisco Bay Area, Los Angeles Area, New York, and Seattle the core of the firm is its people and their dedication to principles of law, their work ethic, and their commitment to justice. Most clients are referred by other lawyers, who know of the firm’s abilities and reputation in the legal community. We are trial lawyers dedicated to achieving justice.

CPM is committed to fostering diversity and has a history of promoting women and people of color to the firm’s leadership. The San Mateo County Bar Association Diversity Committee presented founding partner Joseph W. Cotchett with the first ever Diversity Award in 2011. California Chief Justice Tani Gorre Cantil-Sakauye presented the honor to Cotchett, stating that he achieved the award by “demonstrating a meaningful and consistent commitment to increasing and maintaining diversity in San Mateo County at all levels of the legal profession.”



“The Cotchett firm has few peers that equal their ability in litigation. Their commitment to the cause of justice and their ethical standards stand apart. They are people who give back to the community and give lawyers a good name.”

—Judge of the Superior Court (Retired)

OUR PRACTICE AREAS

CPM represents both plaintiffs and defendants in a wide range of practice areas, including:

- Antitrust & Global Competition
- Aviation / Helicopter Accidents
- Commercial Litigation
- Consumer Protection Class Actions
- Defective Products / Mass Torts
- Elder Abuse
- Employment Law
- Environmental Law
- False Claims / Whistleblower Law
- Municipal & Public Entity Litigation
- Privacy & Intellectual Property
- Personal Injury & Wrongful Death
- Pharmaceutical Litigation
- Securities / Financial Fraud
- Shareholder Rights / Corporate Governance

“This court has had the distinct pleasure of having the parties in this case represented by some of the finest attorneys not only in this state but in the country.” Cotchett, Pitre & McCarthy has “well reputed experience in [consumer fraud] litigation.”

—Judge of the U.S. District Court

OUR OFFICES



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CPM'S EXPERIENCE IN CLASS ACTIONS

CPM has represented plaintiffs in the following class actions in which it serves or served as lead or co-lead counsel and has secured noteworthy results for American consumers and businesses:

Notable Automotive-Related Class Actions

In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation

United States District Court, Central District of California

CPM served as co-lead counsel in a class action against Toyota Motor Corporation and its U.S. sales and marketing arms, Toyota Motor Sales, U.S.A., Inc. and Toyota Motor North America, Inc. The MDL involved more than 200 lawsuits divided into two groups: those seeking losses on behalf of consumers and others who have lost value on their Toyotas, and those seeking damages for people who have been injured or killed in a Toyota. ***CPM and its co-lead counsel recovered approximately \$1.3 billion for the classes.***

In re Automotive Parts Antitrust Litigation

United States District Court, Eastern District of Michigan

CPM serves as co-lead counsel for end-payor plaintiffs against scores of automotive parts suppliers for allegedly engaging in massive conspiracies to fix the prices, rig the bids, and allocate the markets of various automotive parts sold to automobile manufacturers, next sold to automobile dealerships, and then sold to consumers and businesses. ***To date, CPM and its co-lead counsel have recovered over \$1.2 billion for the classes.***

Scott A. Olson v. Fiat Chrysler Automobiles (FCA) US, LLC

United States District Court, Southern District of California

CPM represents a proposed class of individuals who purchased or leased 2017 and 2018 Chrysler Pacifica Plug-In Hybrid Electric Vehicles, which have been subject to a recall due to a risk of exploding or catching fire. CPM recently moved to be members of the Plaintiffs' Executive Committee in that case.

Other Notable Class Actions, Mass Actions, and Complex Cases

In re Apple Inc. Device Performance Litigation

United States District Court, Northern District of California

CPM is Co-Lead Counsel representing a nationwide class of Apple customers who allege that that Apple issued software updates that slowed down the performance of certain iPhones. On March 17, 2021, the Northern District of California granted final approval of the class settlement of ***\$310 million to \$500 million.***

In re: Bextra and Celebrex Marketing Sales Practices and Product Liability Litigation

United States District Court, Northern District of California

CPM was co-lead trial counsel in this litigation involving consolidated injury and class action cases related to Pfizer's pain killers Bextra and Celebrex. The litigation culminated with Pfizer agreeing

to a settlement of **\$894 million**.

Southern California Gas Leak Cases

Los Angeles Superior Court

CPM served on the Plaintiffs' Steering Committee of this air contamination case against So Cal Gas Co and Sempra Energy, involving 35,717 residents of Porter Ranch, Northridge, Granada Hills and Chatsworth, California arising out of the largest methane release in history in 2015. Tens of thousands of residents relocated during the 111-day release of natural gas and various other chemicals. CPM attorneys prepared the case for trial for six years of litigation and personally took more than one hundred depositions in this case. The case recently settled for **\$1.8 billion**.

People of the State of California v. Atlantic Richfield, et al.

Santa Clara County Superior Court

CPM represented the People of the State of California alongside ten California Cities and Counties in a public nuisance action in the Complex Department of Santa Clara County Superior Court. The six defendants included the largest historical manufacturers of lead-based paint and lead pigments in the country. The case was initially filed in March of 2000 and was finally brought to trial in the summer of 2013. The Lead Paint Litigation is considered one of the largest representative public nuisance actions in the country and ultimately resulted in a judgment for the People in the amount of **\$1.15 billion**.

State of California ex rel. Hunter Labs., LLC v. Quest Diagnostics

Sacramento County Superior Court

CPM represented a whistleblower, Chris Riedel, who owns a lab company, Hunter Laboratories of Campbell, California. The California Attorney General's office joined the case in late 2008. The lawsuit alleged that, despite state law requiring that California's Medi-Cal program receive the lowest price for lab services, Quest Diagnostics, the largest lab in California, and LabCorp, the second largest, routinely billed California prices far above what it was charging others. The case settled in 2011, recovering **\$301 million** in taxpayer money from the lab defendants, including \$241 million from Quest Diagnostics, Inc. The \$241 million settlement is the largest False Claims Act recovery in California history, and the largest single-state False Claims Act settlement ever in United States history.

Alvarez, et al. v. Prologis, Inc., et al.

Los Angeles Superior Court

CPM was appointed lead counsel in May 2022 in this air contamination class action and mass tort lawsuit against California Real Estate Developer Prologis, Inc., its subsidiary, Liberty Property, LP, their tenants, Marathon Petroleum Corporation and local government entities. The case arises out of a massive hydrogen sulfide release from the Dominguez Channel in the Fall of 2021 that sickened and displaced families for months in Carson, California and the surrounding neighborhoods.

In re Domestic Airline Travel Antitrust Litigation

United States District Court, District of Columbia

CPM serves as co-lead counsel for purchasers of air transportation against American Airlines, Inc.,

Delta Airlines, Inc., Southwest Airlines Co., and United Airlines, Inc. for allegedly engaging in a conspiracy to restrict capacity and thereby raise prices for air passenger transportation services. *To date, CPM and its co-lead counsel have recovered \$60 million for the class.*

In re Freight Forwarders Antitrust Litigation

United States District Court, Eastern District of New York

CPM served as co-lead counsel for purchasers of freight forwarding services from freight forwarders who allegedly engaged in a conspiracy to unlawfully inflate, fix, raise, maintain, and/or artificially stabilize the prices of freight forwarding services. *CPM and its co-lead counsel recovered approximately \$450 million for the class.*

In re Transpacific Passenger Air Transportation Antitrust Litigation

United States District Court, Northern District of California

CPM served as co-lead counsel for purchasers of air transportation against 13 Asian and Oceanic airlines for allegedly engaging in a conspiracy to fix the prices of discount fares and fuel surcharges on long-haul passenger flights for transpacific routes. *CPM and its co-lead counsel recovered over \$148 million for the classes.*

Natural Gas Antitrust Cases I, II, III, & IV

San Diego Superior Court

CPM represented 11 public entities and others for the alleged reporting of false information by non-core natural gas retailers to published price indices to manipulate the natural gas market during the California energy crisis. CPM successfully prosecuted and recovered *\$124 million* in settlements.

The San Bruno Explosion Cases

San Mateo County Superior Court

CPM filed multiple actions on behalf of victims of an explosion of a gas pipeline in San Bruno, California owned and maintained by the local utility, Pacific Gas & Electric Co. The 2010 natural gas-fed fire killed eight people and injured dozens more and destroyed or damaged several dozen homes. CPM spent the next decade fighting against PG&E on behalf of victims of the explosion.

In re California North Bay Fire Cases

San Francisco County Superior Court

CPM served as co-lead counsel representing hundreds of fire victims following the multiple wildfires that ravaged Northern California in October 2017. CalFire concluded that PG&E equipment caused the majority of the fires, which burned over 200,000 acres, destroyed over 8,800 structures, and killed at least 44 people. CPM actively took part in litigating the case and was set to trial over the liability of the Tubbs Fire before PG&E ultimately filed for Chapter 11 bankruptcy on January 29, 2019, thereby staying the case. CPM remained actively involved in the PG&E Bankruptcy case and assisted in securing a *\$13.5 billion* settlement for the fire victims.

In re 2018 Camp Fire Cases

Butte County Superior Court

CPM represented hundreds of fire victims following the November 8, 2018 wildfire that devastated

the town of Paradise, CA. CalFire concluded that PG&E electrical transmission lines and tower failure were the cause of the Camp Fire, which burned 153,336 acres, destroyed over 18,000 structures, and resulted in 85 fatalities. Shortly after CPM filed suit, PG&E filed for Chapter 11 bankruptcy on January 29, 2019, thereby staying the case. CPM remained actively involved in the PG&E Bankruptcy case and assisted in securing a **\$13.5 billion** settlement for the fire victims.

State of California ex. rel. Christopher J. Schroen v. BP America Production Co.

San Francisco Superior Court

CPM represented a whistleblower seeking to recover taxpayer dollars from BP (formerly British Petroleum) based on accusations that the oil company engaged in massive overcharging of California cities, counties, universities, and government agencies on purchases of natural gas over the course of a decade. On the eve of a four-week jury trial, BP paid **\$102 million** to settle the case. It remains the largest whistleblower settlement in California history involving an oil company.

Yick v. Bank of America

United States District Court, Southern District of California

CPM is interim co-lead counsel in this multidistrict litigation related to Bank of America's failure to protect the personal information of EDD cardholders and improper freezing of cardholder accounts, thereby denying class members access to their unemployment benefits. In June 2021, prior to consolidation, the district court granted plaintiffs' motion for preliminary injunction and provisional class certification, providing immediate protections for Californians' unemployment benefits.

Lincoln Savings & Loan

In the 1990s, CPM represented small investors who bought bonds they believed to be federally insured in a lawsuit against Lincoln Savings & Loan, and its head, Charles Keating. The case received international attention because of Keating's political connections ranging from former President Richard Nixon, to five U.S. Senators – all involved in helping Keating. The CPM team secured one of the most celebrated victories in United States history when they secured a **\$3.3 billion jury verdict** and nearly **\$300 million in settlements** from lawyers, accountants, and other professionals associated with the scandal.

EXHIBIT B

TO ALL CURRENT AND FORMER CUSTOMERS OF HEALTHY SPOT

THIS NOTICE RELATES TO YOUR PRIVACY RIGHTS

A proposed class action lawsuit has been filed by Plaintiffs Tamara Margolis and Aimee Tully (“Plaintiffs”), former Healthy Spot customers. This is not a lawsuit against you, and you are not being sued. **This notice is approved by the Court** and is designed to give you an opportunity to object to the disclosure of your name, address, email address, pet’s name, and phone number, which Plaintiffs are seeking in connection with this class action lawsuit.

Plaintiffs filed this lawsuit to recover compensatory damages, punitive damages, restitution and/or injunctive relief on behalf of other Healthy Spot Customers who they believe are similarly situated for alleged violations of: (1) California Animal Abuse and Cruelty Laws; (2) The Consumer Legal Remedies Act; (3) The Unfair Competition Law; and (4) California Business and Professions Code, as well as for alleged breaches of express warranty and negligent misrepresentations.

The lawsuit is entitled *Margolis, et al. v. Healthy Spot, et al.* and is pending in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV25347 before Hon. David S. Cunningham.

As part of Plaintiffs’ attorneys’ investigation, they have asked Healthy Spot to provide your name, last known address, email address, pet’s name, and telephone number(s) to contact you about your experience at Healthy Spot and your potential claims. However, before any of your contact information is provided, this notice is being mailed to you so that you can decide whether you want to have your contact information provided to Plaintiffs and their attorneys.

In deciding whether to object, you should know that Plaintiffs and their attorneys have agreed to use your contact information only for purposes of this lawsuit and agreed not to disclose your contact information to anyone outside of it.

OPTION ONE: If you wish for your name, address, email address, pet’s name, and telephone number(s) to be disclosed to Plaintiffs and their attorneys, you do not need to do anything.

OPTION TWO: If you do not want your name, address, email address, pet’s name, and telephone number(s) disclosed to Plaintiffs and their attorneys, you must sign the enclosed pre-paid and self-addressed postcard and return it to the notice administrator at the address on the postcard.

If you do not sign and return the enclosed postcard, postmarked by [DATE], your name, address and telephone number will be provided to Plaintiffs and their attorneys.

You will not be rewarded or penalized in any way by Healthy Spot based on your decision to allow or not allow your contact information to be given to Plaintiffs’ attorneys.

This notice is not a communication from the Court and is not an expression of any opinion by the Court as to the merits of the claims or defenses by either side in this lawsuit. Please do not contact the court or the clerk of the court.

OBJECTION TO DISCLOSURE OF PRIVATE CONTACT INFORMATION

I DO NOT wish to have my personal contact information including my name, address, email address, pet's name, and telephone number(s) disclosed to Plaintiffs' attorneys in this case.

Dated: _____

Print Name

Signature

FOR THIS CARD TO BE EFFECTIVE, YOU MUST COMPLETE AND MAIL IT NO LATER THAN [DATE].

IF YOU DO NOT RETURN THIS CARD BY [DATE], YOUR NAME, HOME ADDRESS, EMAIL ADDRESS, PET'S NAME, HOME TELEPHONE NUMBER, AND PERSONAL E-MAIL ADDRESS WILL BE DISCLOSED TO THE ATTORNEYS FOR PLAINTIFFS WHO ARE SUING HEALTHY SPOT.

**DO NOT COMPLETE THIS FORM IF
YOU DO NOT OBJECT TO THE DISCLOSURE OF YOUR
CONTACT INFORMATION.**

EXHIBIT C

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 60 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 Class Challenge, and/or (c) 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 one-hundred and eighty (180) 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 Consistent with Code of Civil Procedure Section 384, subd. (b), 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 The Nonhuman Rights Project (“Cy Pres Recipient”), an American nonprofit animal rights organization seeking to change the legal status of at least some

nonhuman animals from that of property to that of persons, with a goal of securing rights to bodily liberty and bodily integrity. 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 Challenges to Class Category.

- 7.5.1 Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the Class Category identified in the Class Notice. The Class Member may challenge the Class Category by communicating with the Administrator via email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the

Category contained in the Class Notice is correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation based on Class Category shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly notify Defense Counsel and Class Counsel of all Class Category Challenges.

7.6 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.

7.7 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: June 17, 2024

COTCHETT, PITRE & McCARTHY, LLP

By: 

Gary A. Praeglin

COUNSEL FOR DEFENDANT HEALTHY SPOT, LLC

Dated:

MARKUN ZUSMAN & COMPTON LLP

By: _____
Edward S. Zusman

PLAINTIFFS:

Dated: 6/17/2024

By: 

37BE50C3EC5544E...
Tamara Margolis

keng@mzclaw.com

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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:

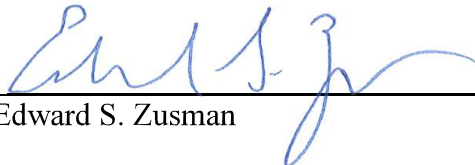
CLASS COUNSEL, ON BEHALF OF THE SETTLEMENT CLASS:

Dated: **COTCHETT, PITRE & McCARTHY, LLP**

By: _____
Gary A. Praglin

COUNSEL FOR DEFENDANT HEALTHY SPOT, LLC

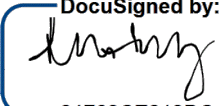
Dated: 6/17/24 **MARKUN ZUSMAN & COMPTON LLP**

By: 
Edward S. Zusman

PLAINTIFFS:

Dated: By: _____
Tamara Margolis

Dated: 6/17/2024

By:  81763CE213DC4A7...
Aimee Tully

DEFENDANT:

Dated:

By: _____
Healthy Spot, LLC

Dated:

By:

Aimee Tully

DEFENDANT:

Dated: 6/17/2024

By:

DocuSigned by:



UB99E4FE71AB416...
Healthy Spot, LLC

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

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 [60 days after Class Notice is served].	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 [60 days after Class Notice is served].	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 [60 days after Class Notice is served].	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.
You Can Participate in the [Date of Hearing TBD] Final Approval Hearing	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, 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 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 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 [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.

9. 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.

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 [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

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

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

Telephone: (225) 922-4600

Fax Number: (225) 408-4460

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.

EXHIBIT D

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 690 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 Class Challenge, and/or (c) 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-one-hundred and eighty~~ (1890) 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 Consistent with Code of Civil Procedure Section 384, subd. (b), ~~a~~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 The Nonhuman Rights Project (“Cy Pres Recipient”), an American nonprofit animal rights organization seeking to change the legal status of at least some

~~nonhuman animals from that of property to that of persons, with a goal of securing rights to bodily liberty and bodily integrity. 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 Challenges to Class Category.

- 7.5.1 Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the Class Category identified in the Class Notice. The Class Member may challenge the Class Category by communicating with the Administrator via email or mail. The Administrator must encourage the challenging Class Member to submit

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supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Category contained in the Class Notice is correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation based on Class Category shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly notify Defense Counsel and Class Counsel of all Class Category Challenges.

7.57.6 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.

7.67.7 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: **COTCHETT, PITRE & McCARTHY, LLP**

By: _____
Gary A. Praglin

COUNSEL FOR DEFENDANT HEALTHY SPOT, LLC

Dated: **MARKUN ZUSMAN & COMPTON LLP**

By: _____
Edward S. Zusman

PLAINTIFFS:

Dated: By: _____
Tamara Margolis

Dated: By: _____
Aimee Tully

DEFENDANT:

Dated: By: _____
Healthy Spot, LLC

EXHIBIT E

**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

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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 [60 days after Class Notice is served].	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.
<u>Participating Class Members can Challenge the Class Category. Written Challenges must be submitted by [60 days after Class Notice is served].</u>	<u>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.</u>
Participating Class Members Can Object to the Class Settlement. Written Objections Must be Submitted by [60 days after Class Notice is served].	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

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	requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [Date of Hearing TBD] Final Approval Hearing	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-

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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, 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 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 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.

7.8.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 [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

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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.

8.9. 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.

9-10. 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 [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

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@pncpa.com

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

Telephone: (225) 922-4600

Fax Number: (225) 408-4460

10.11. 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.

11.12. 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.

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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:

SECOND SUPPLEMENTAL 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 Markun Zusman & Compton LLP 465 California St., Suite 401 San Francisco, CA 94104 ezusman@mzclaw.com keng@mzclaw.com	COUNSEL FOR DEFENDANT HEALTHY SPOT, LLC
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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 June 17, 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
6/17/2024 4:25 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Jones, 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

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

Date: September 4, 2024
Time: 10:00 a.m.
Judge: Hon. David S. Cunningham
Dept.: 11

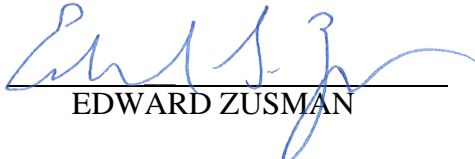
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		Number of Class Members	Allocation to each Class Member
Deaths	\$ 67,500.00	9	\$ 7,500.00
Severe Injuries	\$ 287,375.00	121	\$ 2,375.00
Minor Injuries	\$ 61,500.00	615	\$ 100.00
			Allocation to each Class Representative
Service Awards	\$ 10,000.00	2	\$5,000.00
Attorneys' Fees	\$ 181,250.00		
Costs (not to exceed)	\$ 65,000.00		
Costs of Administration (not to exceed)	\$ 50,000.00		
Totals:	\$ 725,000.00	753	

7. Defendant maintained a spreadsheet of costumer incidents during the class period, from July 2018 to July 2021. There is no comparable spreadsheet for the Period July 2021 to May 6, 2022. The Parties confirmed the number of potential class members and the category of injuries using the only available spreadsheet.

8. Defendant agrees with and confirms the number of potential class members, the class categories, and the amount allocated to be paid to each class category. (See supra, ¶6 and accompanying Chart of Class Members and Payment Allocations.) Further, Defendant has confirmed that the total Settlement amount of \$725,000.00 will cover payments to all class members, the service awards, Attorneys' fees and costs and costs of administration, as depicted in the above chart.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. Executed this 17th day of June, 2024, at San Francisco, California.


EDWARD ZUSMAN

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PROOF OF SERVICE

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SUPPLEMENTAL DECLARATION OF EDWARD 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 Markun Zusman & Compton LLP 465 California St., Suite 401 San Francisco, CA 94104 ezusman@mzclaw.com keng@mzclaw.com	COUNSEL FOR DEFENDANT HEALTHY SPOT, LLC
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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 June 17, 2024.



MELISSA BRESSICK