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7 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
8 **COUNTY OF SPOKANE**

9 **SAMANTHA LARSEN, AMELIA LYLE,**
10 **and VIRGINIA EDMONDS,** all individually
and on behalf of all similarly situated,

11 Plaintiffs,

12 vs.

13 **DOG SCIENCES, LLC dba UNLEASHED**
14 **ACADEMY; MARY DAVIES dba**
DOGOLOGY NW,

15 Defendants,

16 **DOG SCIENCES, LLC,**

17 Third Party Plaintiff,

18 vs.

19 **JENNIFER ROSSEY,**

20 Third Party Defendant.

Case No.: 23-2-03546-32 (Plese 98)

**STIPULATED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS**

Hearing Date: Friday, 5.8.26
Hearing Time: 1:30 p.m.
Before Judge Annette S. Plese

21 Plaintiffs **SAMANTHA LARSEN, AMELIA LYLE, and VIRGINIA EDMONDS,**
22 through counsel **ADAM P. KARP** of **ANIMAL LAW OFFICES, PLLC,** and Defendants **DOG**
23 **SCIENCES, LLC** and **MARY DAVIES,** through counsel **CHANTAL Y. PETERS,** and Third-
24 Party Defendant **JENNIFER ROSSEY,** through **JACK MONTGOMERY,** move the court to

25 **STIPULATED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS - 1**

ANIMAL LAW OFFICES, PLLC
114 W. Magnolia St., Ste. 400-104 • Bellingham, WA 98225
(888) 430-0001 • Facsimile: (833) 878-6835
adam@animal-lawyer.com

1 preliminarily approve settlement, approve the Proposed Notice to the Class, approve the Proposed
2 Plan of Allocation and set deadlines for a schedule of events described below, including a date
3 for hearing on final approval of the Settlement and other dates necessary to implement and
4 provide final approval of the Settlement.

5 FACTS

6 The lawsuit alleges that Defendants Dog Sciences, LLC d/b/a Unleashed Academy and
7 Mary Davies d/b/a Dogology NW engaged in false advertising, used unconscionable contracts
8 (e.g., limiting time to initiate a lawsuit, barring right to trial by jury, waiving implied warranties,
9 forcing litigation in Spokane County, limiting damages to amount paid), and delivered illusory
10 and misleading certifications of service animal performance (e.g., Service Dog Certification,
11 Certificate of Dog Registration). The lawsuit asserts violations of the Washington Consumer
12 Protection Act, fraud, breach of contract, breach of express warranty, breach of implied warranty,
13 and unjust enrichment.
14

15 On 9.20.24, the Court certified this matter as a class action lawsuit. The class consisted
16 of:

17 All persons who entered into any contract or parted with any money to purchase a
18 service dog or service puppy from Mary Davies dba Dogology NW or Dog
19 Sciences, LLC dba Unleashed Academy at any time from 9.20.2018 to the date of
the final disposition of this action.

20 Plaintiffs served as the appointed class representatives in this matter.

21 The parties engaged in significant discovery throughout this litigation. Initially, Plaintiffs
22 Amelia Lyle and Virginia Edmonds filed suit. *Lyle and Edmonds v. DSLLC, et al.*, Spokane Cy.
23 Sup. Ct. No. 23-2-01030-32. Then, Plaintiff Samantha Larsen filed a suit and the former case
24 consolidated with hers per this Court's order of 4.12.24. Defendants served a set of written
25

**STIPULATED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS - 2**

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adam@animal-lawyer.com

1 discovery upon each Plaintiff, requests for admission to Edmonds, and deposed Plaintiff
2 Edmonds. Plaintiffs propounded requests for admission upon each Defendant and two sets of
3 discovery requests, and deposed Defendant Davies twice. Just prior to settlement, Defendants
4 sought to depose Lyle, Larsen, and several class members, while Plaintiffs sought to conduct CR
5 30(b)(6) depositions of DSLLC. The parties also engaged in significant motions practice,
6 including these by Plaintiffs:

- 7 • Motion for Partial Summary Judgment (7.9.24)
- 8 • Motion for Class Certification (9.20.24)
- 9 • Motion for Sanctions (9.20.24)
- 10 • Motion for Approval of Class Notice (1.27.25)
- 11 • Second Motion for Partial Summary Judgment (7.14.25)
- 12 • Motion to Mandate Mediation (11.10.25)

13
14 Ultimately, the Court granted partial summary judgment dismissing Defendants'
15 counterclaims and the vast majority of affirmative defenses, and granted summary judgment in
16 favor of significant parts of Plaintiffs' claims, including four of five elements of the CPA.

17 The parties engaged in a lengthy mediation and post-mediation negotiation using retired
18 Judge Bruce Heller with JDR. After significant work by all parties, and the filing of a declaratory
19 judgment action *Ohio Security Insurance Company v. Dog Sciences, LLC, Mary Davies, Lyle,*
20 *Edmonds, and Larsen*, in which Karp appeared in defense (2:26-CV-00032, E.D. Wash.),¹ the
21 matter settled on these terms:

22
23
24 ¹ Attached as **Exhibit A** is a genuine copy of the federal lawsuit without exhibits. In 2025, Hartford filed a declaratory
25 judgment action to similar end in *Hartford Underwriters Ins. Co. v. Dog Sciences, LLC et al.*, E.D. Wash. 2:25-CV-441.

SETTLEMENT TERMS

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1. Payment of **\$200,000** by or on behalf of Dog Sciences, LLC and Mary Davies within 30 days of approval by court and after objection phase into bank account of Plaintiffs' choosing and at Plaintiffs' direction.
 - a. Of this, Karp's fee is one-third (**\$66,666**).
 - b. Of remainder, class representatives obtain, as incentive fees and reimbursement of litigation costs, including for having been deposed/answered discovery, facing counterclaims, bearing costs of litigation, and risk, and mindful that the damages sought by each plaintiff are far greater than this compromise figure:
 - i. **Amelia Lyle: \$25,000** plus she can make a separate class member claim;
 - ii. **Virginia Edmonds: \$12,275** plus she can make separate class member claim;
and
 - iii. **Samantha Larsen: \$21,000** plus she can make a separate class member claim.
 - c. This leaves approximately **\$75,059** for the class, less administrative costs borne by Karp, to be held in an FDIC or NCUA-insured, interest-bearing account.
 - d. Plaintiffs shall move the court for a final distribution of the foregoing \$200,000. If there are any future costs of administration of the class settlement, such shall be reimbursed to Karp after approval by the court.
 - e. Class payout is on a claims-made basis. After payment of incentive fees/reimbursement to Lyle, Edmonds, and Larsen, the remaining balance shall be distributed to the class members on a *pro rata* basis based on alleged economic damage they suffered in proportion to the sum total of all claims made keyed to the

1 amounts paid to each class member² to acquire each dog, as premised in the attached
2 **Exhibit B** (DSLCC's and Davies's answers to requests for admissions of fact with
3 subjoined Exhibit 1, redacted to protect contact information of each potential class
4 member), but only as to those class members who submit claims and have not opted
5 out.³

6 2. The Agreement gives the eligible class members the opportunity to challenge the
7 Settlement and opt out. Each class member will receive a *Notice of Preliminary Approval of Class*
8 *Settlement* and have the chance to object to the settlement or its terms.

9 3. Settlement would resolve all individual and class claims and result in dismissal of the
10 case with the exception that the summary judgment orders entered in this case will be deemed
11 binding on Defendants as final and unchallenged. This is done to protect the public in the future
12 and dissuade Defendants from engaging in the same or similar type of misconduct.

13 ARGUMENT

14 *Proposed Settlement Merits Preliminary Approval*

15 Washington courts strongly favor and encourage class action settlements as a matter of
16 express public policy. *Pickett v. Holland Am. Line-Westours, Inc.*, 145 Wn.2d 178, 190 (2001);
17 *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9 Cir.1992) ("strong judicial policy ...
18 favors settlements, especially where complex class action litigation is concerned). To protect the
19 interest of the Class, CR 23(e) provides that a class action requires court approval. *Pickett*, 187,
20
21

22
23 ² In response to discovery, on 1.14.25, Defendants provided a spreadsheet for all putative class members, numbering
24 186. Karp attempted to send the Class Notice to those on that spreadsheet via email and first-class mail. The Parties
25 agree that the settlement should only apply to those on **Exhibit B** who make claims and exclude those not therein
listed. Defendants maintain that there are no other known potential Class members.

³ Thus, if only 50 class members make claims, then their *pro rata* share is based on the sum of values for those 50
class members, which is then taken from the \$75,059 figure less class administration costs.

1 190-91 (review at settlement stage is “limited to assessing rough probabilities of success as they
2 existed at the time of settlement”; any other approach would de incentivize litigants to settle class
3 actions). The Court must determine if the settlement is “fair, adequate, and reasonable,” and
4 generally bases this on: (1) likelihood of success by plaintiffs; (2) amount of discovery or
5 evidence; (3) settlement terms and conditions; (4) recommendation and experience of counsel;
6 (5) future expense and likely duration of litigation; (6) recommendation of neutral parties; (7)
7 number of objectors and nature of objections; (8) possibility of inequitable treatment between
8 class members; and (9) presence of good faith and absence of collusion. *Pickett*, 188-89. It is “not
9 the trial court’s duty, nor place, to make sure that every party is content with the settlement.” *Id.*,
10 189. For the following reasons, the settlement satisfies these criteria:

11 **1. Likelihood of success by plaintiffs**

12 This is determined “at the time of settlement.” *Pickett*, 192. In evaluating this prong, the
13 Court must assess legal obstacles facing Plaintiffs. *Id.*, 193. In this case, all class and individual
14 claims remain and, in fact, partial summary judgment has been granted in favor of Plaintiffs on
15 many aspects of their claims. Further, several affirmative defenses have been eliminated, along
16 with all counterclaims. The only remaining obstacle was trial. Success at trial is not guaranteed
17 and still carries significant risk. But, by and large, the issue is not liability or damages; rather, it
18 is the alleged insolvency of Defendants, risk of bankruptcy litigation, and declaratory judgment
19 actions that would potentially eliminate grounds for any financial recovery for any class member.
20

21 In this respect, consider that Defendants faced a class action of *Hawk v. DSLCC, et al.*,
22 Spokane Cy. Sup. Ct. 23-2-00428-32, which resulted in a settlement dated 12.13.24, requiring
23 30-monthly payments accruing at 8.5% interest of \$5567.67, likely not coming due in full until
24 mid-2027. See **Exhibit C** (*Hawk Preliminary Approval Motion*, Exh. A (Settlement Agreement)).
25

1 On 9.4.24, Davies executed an affidavit claiming she and DSLLC had no other assets available
2 to satisfy a judgment or settlement in any sum greater than that offered in *Hawk* – which amounted
3 to \$250,000. See **Exhibit D** (*Id.*, Exh. B).

4 On 4.21.26, Davies signed a declaration indicating that in addition to still making monthly
5 payments toward the *Hawk* class action, on 4.10.26, she faced a default judgment of \$121,453.52
6 in *Lukins & Annis, P.S. v. Mary Davies*, Spokane Cy. Sup. Ct. No. 26-2-01321-32, for
7 nonpayment of attorney’s fees that were incurred ostensibly in defense of the *Hawk* matter and
8 the instant *Larsen* case. *Davies Decl.* Par. 5. She also claims to have an outstanding employer tax
9 lien from the IRS. See **Exhibit E**, Par. 6.

10 Presently, Defendants have no private counsel, their last attorney Brandon Casey
11 withdrawing earlier this year. Chantal Y. Peters, insurance defense through Liberty Mutual (Ohio
12 Security), remains but subject to a pending declaratory judgment action by the insurer seeking an
13 order from the United States District Court for the Eastern District of Washington declaring that
14 it has no duty to defend or indemnify either Defendant from any claim raised in the *Larsen* action.
15 With the risk that any judgment would be uncollectable, that insurance proceeds would vanish,
16 that Plaintiffs and Class would lose priority for compensation to the *Hawk* class and Lukins &
17 Annis, all before federal tax liens, and that bankruptcy litigation has been threatened, this
18 settlement is fair to all.
19

20 **2. Amount of discovery and evidence**

21 Litigation has been ongoing for over three years, with Karp investing so far over 200 hours
22 on the *Lyle* and *Larsen* matters. More discovery was pending (depositions) at the time of
23 settlement.
24

25 **3. Settlement terms and conditions**

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1 While the amounts paid to Defendants by the individuals noticed exceed \$3.9 million, the
2 settlement arguably provides the maximum amount the class would recover were they to prevail
3 at trial anyway. Davies has executed a declaration stating the \$200,000 settlement is the total
4 amount that can be used to pay for a settlement or judgment, where the majority of all settlement
5 proceeds are paid by insurers for Defendants, which are trying to avoid paying a penny through
6 its declaratory judgment action. Given the uncertainties of jury trial, post-trial motion practiced,
7 potential appeal, and related litigation with the declaratory judgment action by Ohio Security and
8 possible adversary proceedings in bankruptcy court, it is not certain a better result could be
9 obtained.

10 This settlement at least guarantees each claimant who makes a claim some amount, and
11 aligns with the holding of *Pickett* that “[t]he fact that a proposed settlement may only amount to
12 a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement
13 is grossly inadequate and should be disapproved,” and, quoting *City of Detroit v. Grinnell Corp.*,
14 495 F.2d 448, 455 n2 (2 Cir.1974)), “there is no reason, at least in theory, why a satisfactory
15 settlement could not amount to a hundredth or even a thousandth part of a single percent of the
16 potential recovery.” *Pickett*, 199 (cit.om.); *Collins v. Cargill Meat Sols. Corp.*, 274 F.R.D. 294,
17 302 (E.D.Cal. 2011)(trial court finding settlement of wage and hour case was “substantial” given
18 219-member class size and \$685/person recovery).

20 **4. Recommendations and experience of counsel**

21 Admittedly, this is Karp’s first class action case that has been subject to a certification
22 motion. Yet, Karp has consulted with very experienced class action attorneys and come to the
23 conclusion that, given the potential judgment-proofedness of Defendants, satellite litigation, risk
24 of bankruptcy litigation, and standing in line behind several other judgment creditors, settlement
25

1 is sensible to the Class.

2 **5. Future expense and likely duration of litigation**

3 If settlement is denied, the parties would have to prepare for several more depositions,
4 expert fees, and a lengthy jury trial. Trial was recently continued to 10.19.26, but, as noted, even
5 if judgment were entered, a contentious collection process would follow, assuming not stayed by
6 bankruptcy.

7 **6. Recommendation of neutral parties**

8 Not applicable.

9 **7. Possibility of inequitable treatment between class members**

10 The agreement treats all class members equitably. Recognizing each class member paid a
11 different sum and suffered different amounts of economic damages, the agreement provides a *pro*
12 *rata* distribution among claims made. The incentive award for each class representative takes into
13 fair account their personal contribution of money for costs of litigation and spending long hours
14 responding to invasive discovery, their noneconomic damage claims, as well as facing
15 counterclaims by Defendants, which were dismissed on summary judgment.
16

17 **8. Presence of good faith and absence of collusion**

18 The case was mediated by retired Judge Bruce Heller via JDR. At mediation, no agreement
19 was reached and, in fact, Defendants then offered only \$5000 to settle the entire case. Post-
20 mediation dialogue ensued whereafter Defendants' private counsel withdrew, and settlement was
21 offered by Liberty Mutual for what it calculated to be trial defense costs in the sum of about
22 \$137,000. Around that time, it filed a declaratory judgment action, naming the Plaintiffs in this
23 case, to avoid paying anything altogether. Negotiating to \$200,000, after so many post-mediation
24 twists and turns, signals lack of collusion, which only happened after Casey withdrew, the
25

1 predecessor lawyers Lukins & Annis sued, and Ohio Security lodged its declaratory judgment
2 action.

3 ***Class Settlement Notice and Plan of Allocation Should be Approved***

4 The approval of a plan allocating settlement (**Exhibit F**) proceeds among class members
5 is governed by the same standard as approval of the settlement: it must be fair, reasonable, and
6 adequate. Such is based on a methodology for determining each class member's pro rata share of
7 a settlement. Once the parties obtain preliminary approval, CR 23(e) requires the court give notice
8 to the class. To protect the rights of absent class members, the Court must provide the "best notice
9 practicable" to class members of a potential class action settlement. Due process, however, does
10 not require actual notice to parties who cannot reasonably be identified. *Eisen v. Carlisle &*
11 *Jacquelin*, 417 U.S. 156, 175-76 (1974).

12 The *Manual of Complex Litigation* at § 21.312, prescribes features that a settlement notice
13 should contain, viz.: (1) defining the class and subclasses; (2) describe clearly the options open
14 to the class members and deadlines for taking action; (3) describe essential terms of proposed
15 settlement; (4) disclose any special benefits to class representatives; (5) provide information
16 regarding attorneys' fees; (6) indicate time and place of hearing to consider approval of
17 settlement; (7) describe method of objecting to or opting out of settlement; (8) explain procedure
18 for allocating and distributing settlement fund, and if the settlement provides different kinds of
19 relief for different categories of class members, clearly spelling out those variations; (9)
20 explaining the valuation of nonmonetary benefits if the settlement includes them; (10) provide
21 information to enable class members to calculate or at least estimate their individual recoveries;
22 and (11) prominently display the address and phone number of class counsel and procedure for
23 making inquiries. The proposed notice (**Exhibit G**) satisfies the foregoing and should be
24
25

**STIPULATED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS - 10**

ANIMAL LAW OFFICES, PLLC
114 W. Magnolia St., Ste. 400-104 • Bellingham, WA 98225
(888) 430-0001 • Facsimile: (833) 878-6835
adam@animal-lawyer.com

1 approved.

2 ***Court Should Establish Dates for Fairness Hearing and Final Approval***

3 The following dates should be ordered by the Court:

4 June 12, 2026 - Deadline to send court-approved class notice of settlement.

5 July 10, 2026 - Deadline for objections


6 August 14, 2026 - Final order approving settlement.

7 **CONCLUSION**


8 A proposed order attaches.

9 Agreed this 4.29.26,

10 ANIMAL LAW OFFICES, PLLC

11 
12 _____
13 Adam P. Karp, WSBA No. 28622
14 *Attorney for Plaintiffs*

14 BURGER, MEYER & D'ANGELO, LLP

15 
16 _____
17 Chantal Y. Peters, WSBA No. 56800
18 *Attorney for Defendants*

17 WALDO, SCWEDA, & MONTGOMERY, P.S.

18 _____
19 John Montgomery, WSBA No. 7485
20 *Attorney for Third Party Defendant Rossey*

21 **CERTIFICATE OF SERVICE**

22 I certify that on 4.29.26, I served the foregoing by ESA on:

23 Chantal Peters (cpeters@burgermeyer.com)

24 Jack Montgomery (jmontgomery@wsmlaw.com)

25 **STIPULATED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS - 11**

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18 *Attorney for Defendants*

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23 *Attorney for Third Party Defendant Rossey*

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Chantal Peters (cpeters@burgermeyer.com)

Jack Montgomery (jmontgomery@wsmattorneys.com)



Adam P. Karp, WSBA No: 28622

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**STIPULATED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS - 12**

ANIMAL LAW OFFICES, PLLC
114 W. Magnolia St., Ste. 400-104 • Bellingham, WA 98225
(888) 430-0001 • Facsimile: (833) 878-6835
adam@animal-lawyer.com

PROPOSED ORDER

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6 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
7 **COUNTY OF SPOKANE**

8 **SAMANTHA LARSEN, AMELIA LYLE,**
9 **and VIRGINIA EDMONDS,** all individually
and on behalf of all similarly situated,

10 Plaintiffs,

11 vs.

12 **DOG SCIENCES, LLC dba UNLEASHED**
13 **ACADEMY; MARY DAVIES dba**
DOGOLOGY NW,

14 Defendants,

15 **DOG SCIENCES, LLC,**

16 Third Party Plaintiff,

17 vs.

18 **JENNIFER ROSSEY,**

19 Third Party Defendant.

Case No.: 23-2-03546-32 (Plese 98)

**ORDER GRANTING AGREED MOTION
FOR PRELIMINARY APPROVAL OF
SETTLEMENT**

Before Judge Annette S. Plese

20 This matter came before the court on the stipulated motion for preliminary approval of
21 settlement. The court considered the filings herein and heard the matter with oral argument,
22 including the (1) motion in support of preliminary approval with plan of allocation and class notice
23 regarding settlement; (2) exhibits thereto; and (3) note for hearing. The Court hereby **ORDERS:**

- 24 1. The Stipulated Motion for Preliminary Approval is **GRANTED.**
25

**ORDER GRANTING AGREED
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT - 1**

ANIMAL LAW OFFICES, PLLC
114 W. Magnolia St., Ste. 400-104 • Bellingham, WA 98225
(888) 430-0001 • Facsimile: (833) 878-6835
adam@animal-lawyer.com

1 2. The Settlement is **GRANTED** preliminary approval and Plan of Allocation also
2 **GRANTED** preliminary approval.

3 3. The Proposed Notice and Notice Plan are **APPROVED**.

4 4. Class Counsel will submit Notice Packets to the Class identified in **Exhibit A (attached)**
5 by June 12, 2026 in the form identified by **Exhibit B (attached)**.

6 5. Class Counsel will, by June 12, 2026, establish a website where Class members can review
7 the Preliminary Approval Motion with Exhibits thereto and (when filed) Motion for Attorney's
8 Fees and Incentive Awards, and Motion for Final Approval.

9 6. Class Counsel will file a declaration that Notice has been provided to the Class Members
10 consistent with this Order no later than 30 days after the date of this Order.

11 7. All objections to the preliminarily approved Settlement must be postmarked by July 10,
12 2026.

13 8. All requests to opt out of the Class and Settlement must be postmarked by July 10, 2026.

14 9. All claims by class members must be postmarked by July 10, 2026.

15 10. Class Counsel shall file all opt-out and objections by July 31, 2026.

16 11. Class Counsel shall file a motion for final approval of Settlement by _____.

17 12. A fairness hearing to determine whether the Court should approve the Settlement as fair,
18 adequate, and reasonable will be held on August 14, 2026 at _____ in Courtroom 301 of the
19 Spokane County Superior Court, 1116 W. Broadway Ave., Spokane, WA 99260.
20

21 Dated this _____.

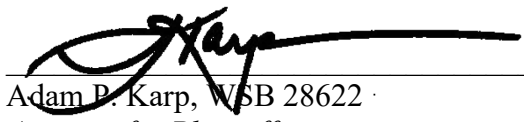
22 _____
23 Spokane County Superior Court Judge Annette S. Plese

24 Presented by:

25 Agreed and presented jointly by:

ANIMAL LAW OFFICES, PLLC
**ORDER GRANTING AGREED
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT - 2**

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114 W. Magnolia St., Ste. 400-104 • Bellingham, WA 98225
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Jared Kiess, WSBA #54532
Chalisa Sims, WSBA #63083
E-mail: jared.kiess@kennedyslaw.com
E-mail: chalisa.sims@kennedyslaw.com
KENNEDYS CMK LLP
1420 Fifth Street, Suite 2200
Seattle, Washington 98101
Telephone: 564.224.9109

Attorneys for Plaintiff Ohio Security
Insurance Company

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
AT SPOKANE

OHIO SECURITY INSURANCE
COMPANY,

Plaintiff,

v.

DOG SCIENCES, LLC; MARY
DAVIES; AMELIA LYLE;
VIRGINIA EDMONDS; and
AMANDA LARSEN,

Defendants.

No.:

COMPLAINT FOR DECLARATORY
JUDGMENT

Plaintiff Ohio Security Insurance Company ("Ohio Security") submits this
Complaint for Declaratory Relief against Defendants Dog Sciences LLC, Mary
Davies, Amelia Lyle, Virginia Edmonds, and Amanda Larsen.

I. PARTIES, JURISDICTION AND VENUE

1. Plaintiff Ohio Security Insurance Company is a company organized
under the laws of the State of New Hampshire with its principal place of business

1 located in the State of Massachusetts. Ohio Security is therefore a citizen of the
2 States of New Hampshire and Massachusetts for jurisdictional purposes.

3 2. Defendant Mary Davies is an individual who resides in Spokane
4 Valley, Washington and is domiciled in the State of Washington. Davies is thus a
5 citizen of the State of Washington for jurisdictional purposes.

6 3. Defendant Dog Sciences, LLC (“DSLCC”) is a Washington limited
7 liability company whose sole owner is, on information and belief, Mary Davies.
8 DSLCC is therefore a citizen of the State of Washington for jurisdictional
9 purposes. According to the Washington Secretary of State, DSLCC was formed on
10 February 3, 2020.

11 4. Amelia Lyle is an individual who resides in and is domiciled in the
12 State of California. Lyle is a citizen of the State of California for jurisdictional
13 purposes.

14 5. Virginia Edmonds is an individual who resides in and is domiciled in
15 Spokane, Washington. Edmonds is a citizen of the State of Washington for
16 jurisdictional purposes.

17 6. Amanda Larsen is an individual who resides in and is domiciled in the
18 State of Virginia. Larsen is a citizen of the State of Virginia for jurisdictional
19 purposes.

20 7. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 because the
21 amount in controversy exceeds the sum or value of \$75,000, exclusive of interest
22 and costs, and is between citizens of different states.

23 8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2)
24 because a substantial part of the acts or omissions giving rise to the claims at issue
25 in this lawsuit occurred in this district.
26

1 **II. FACTS**

2 **A. The Policies**

3 9. Ohio Security issued policies of Commercial General Liability
4 (“CGL”) insurance to Defendant Mary Davies individually and as owner of the
5 trade name “Dogology NW.”

6 10. Ohio Security issued Policy No. BKS (19) 58 67 49 60 to “Mary
7 Davies dba Dogology NW” for an initial policy period incepting on March 12,
8 2018 and ending on March 12, 2019, which was renewed for the policy period
9 incepting March 12, 2019 and ending on March 12, 2020. True and correct copies
10 of Policy No. BKS (19) 58 67 49 60 for the 2018 and 2019 policy periods are
11 attached to this Complaint as **Exhibits A and B**, respectively.

12 11. Ohio Security issued Policy No. BLS (21) 61 05 80 81 to “Dogology
13 NW,” a trade name used by Ms. Davies, for an initial policy period incepting on
14 March 2, 2020 and ending on March 2, 2021, which was renewed annually for a
15 total of three policy periods ending with the policy period incepting on March 2,
16 2022 and ending on March 2, 2023. A fourth policy was issued under this policy
17 number but was cancelled as of its effective date. True and correct copies of
18 Policy No. BLS (21) 61 05 80 81 for the 2020 to 2023 policy periods are attached
19 to this Complaint as **Exhibits C, D, E, and F**, respectively.

20 12. Where applicable, and subject to their terms, conditions, exclusions,
21 and limitations, each of the policies and renewals issued under these policy
22 numbers (collectively, the “Policies”) provide up to \$1,000,000 in liability
23 coverage per “occurrence”

24 13. The Policies each contain Commercial General Liability Coverage
25 Form CG 00 01 04 13. Coverage A of the Policy affords coverage for amounts the
26 “insured” becomes legally obligated to pay because of “bodily injury” or “property

1 damage” that is caused by an “occurrence,” occurs during the policy period, and
2 was not known to have occurred prior to the policy period, as follows:

3 **SECTION I - COVERAGES**
4 **COVERAGE A - BODILY INJURY AND PROPERTY**
5 **DAMAGE LIABILITY**

6 **1. Insuring Agreement**

7 **a.** We will pay those sums that the insured becomes legally
8 obligated to pay as damages because of "bodily injury" or
9 "property damage" to which this insurance applies.
10 We will have the right and duty to defend the insured against
11 any "suit" seeking those damages. However, we will have no
12 duty to defend the insured against any "suit" seeking
13 damages for "bodily injury" or "property damage" to which
14 this insurance does not apply....

- 15 **b.** This insurance applies to "bodily injury" and "property
16 damage" only if:
 - 17 **(1)** The "bodily injury" or "property damage" is caused by
18 an "occurrence" that takes place in the "coverage
19 territory";
 - 20 **(2)** The "bodily injury" or "property damage" occurs during
21 the policy period; and
 - 22 **(3)** Prior to the policy period, no insured listed under
23 Paragraph **1.** of Section II - Who Is An Insured and no
24 "employee" authorized by you to give or receive notice
25 of an "occurrence" or claim, knew that the "bodily
26 injury" or "property damage" had occurred, in whole or
in part. If such a listed insured or authorized "employee"
knew, prior to the policy period, that the "bodily injury"
or "property damage" occurred, then any continuation,
change or resumption of such "bodily injury" or
"property damage" during or after the policy period will
be deemed to have been known prior to the policy period.
- c.** "Bodily injury" or "property damage" which occurs during
the policy period and was not, prior to the policy period,
known to have occurred by any insured listed under
Paragraph **1.** of Section **II** - Who Is An Insured or any
"employee" authorized by you to give or receive notice of an
"occurrence" or claim, includes any continuation, change or

resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

14. The Policies contain the following exclusions applicable to Coverage

A:

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

15. The Policies also contain Coverage B, which provides coverage for "personal and advertising injury" caused by an "offense":

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit"

1 seeking damages for "personal and advertising injury" to
2 which this insurance does not apply.

3 **b.** This insurance applies to "personal and advertising
4 injury" caused by an offense arising out of your business
5 but only if the offense was committed in the "coverage
territory" during the policy period.

6 16. The Policies contain the following exclusions applicable to Coverage

7 B:

8 **f. Breach Of Contract**

9 "Personal and advertising injury" arising out of a breach of
10 contract, except an implied contract to use another's
advertising idea in your "advertisement".

11 **g. Quality Or Performance Of Goods – Failure To Conform
To Statements**

12 "Personal and advertising injury" arising out of the failure of
13 goods, products or services to conform with any statement
of quality or performance made in your "advertisement".

14
15 17. As amended by Commercial General Liability Extension Form No.
16 CG 88 10 04 13, Section II specifies which persons are considered "insureds"
17 under the Policy:

18 **SECTION II - WHO IS AN INSURED**

19 **1.** If you are designated in the Declarations as:

20 **a.** An individual, you and your spouse are insureds, but only
with respect to the conduct of a business of which you
are the sole owner.

21 **b.** A partnership or joint venture, you are an insured. Your
22 members, your partners, and their spouses are also
insureds, but only with respect to the conduct of your
23 business.

24 **c.** A limited liability company, you are an insured. Your
members are also insureds, but only with respect to the
25 conduct of your business. Your managers are insureds,
but only with respect to their duties as your managers.

26 **d.** An organization other than a partnership, joint venture or

1 limited liability company, you are an insured. Your
2 "executive officers" and directors are insureds, but only
3 with respect to their duties as your officers or directors.
4 Your stockholders are also insureds, but only with
5 respect to their liability as stockholders.

6 e. A trust, you are an insured. Your trustees are also
7 insureds, but only with respect to their duties as trustees.

8 **2. Each of the following is also an insured:**

9 a. Your "volunteer workers" only while performing duties
10 related to the conduct of your business, or your
11 "employees", other than either your "executive officers"
12 (if you are an organization other than a partnership, joint
13 venture or limited liability company) or your managers
14 (if you are a limited liability company), but only for acts
15 within the scope of their employment by you or while
16 performing duties related to the conduct of your business.

17 ***

18 b. Any person (other than your "employee" or "volunteer
19 worker"), or any organization while acting as your real
20 estate manager.

21 ***

22 **3. Any organization you newly acquire or form and over which
23 you maintain ownership or majority interest, will qualify as
24 a Named Insured if there is no other similar insurance
25 available to that organization. However:**

26 a. Coverage under this provision is afforded only until the
expiration of the policy period in which the entity was
acquired or formed by you;

b. Coverage A does not apply to "bodily injury" or "property
damage" that occurred before you acquired or formed the
organization; and

c. Coverage B does not apply to "personal and advertising
injury" arising out of an offense committed before you
acquired or formed the organization.

d. Records and descriptions of operations must be
maintained by the first Named Insured.

No person or organization is an insured with respect to the
conduct of any current or past partnership, joint venture or
limited liability company that is not shown as a Named
Insured in the Declarations or qualifies as an insured under

1 this provision.

2 18. The Policies contain the following definitions:

3 Throughout this policy the words "you" and "your" refer to
4 the Named Insured shown in the Declarations, and any other
5 person or organization qualifying as a Named Insured under
6 this policy.

6 ***

7 **SECTION V - DEFINITIONS**

7 ***

8 **3.** "Bodily Injury" means physical injury, sickness or disease
9 sustained by a person. This includes mental anguish,
10 mental injury, shock, fright or death that results from
11 such physical injury, sickness or disease.

11 ***

12 **13.** "Occurrence" means an accident, including continuous
13 or repeated exposure to substantially the same general
14 harmful conditions.

15 **14.** "Personal and advertising injury" means injury,
16 including consequential "bodily injury", arising out of
17 one or more of the following offenses:

- 18 **a.** False arrest, detention or imprisonment;
- 19 **b.** Malicious prosecution;
- 20 **c.** The wrongful eviction from, wrongful entry into, or
21 invasion of the right of private occupancy of a room,
22 dwelling or premises that a person occupies,
23 committed by or on behalf of its owner, landlord or
24 lessor;
- 25 **d.** Oral or written publication, in any manner, of material
26 that slanders or libels a person or organization or
disparages a person's or organization's goods,
products or services;
- e.** Oral or written publication, in any manner, of material
that violates a person's right of privacy;
- f.** The use of another's advertising idea in your
"advertisement"; or
- g.** Infringing upon another's copyright, trade dress or
slogan in your "advertisement".

1 17. "Property damage" means:

- 2 a. Physical injury to tangible property, including all
- 3 resulting loss of use of that property. All such loss of
- 4 use shall be deemed to occur at the time of the
- 5 physical injury that caused it; or
- 6 b. Loss of use of tangible property that is not physically
- 7 injured. All such loss of use shall be deemed to occur
- 8 at the time of the "occurrence" that caused it.

9 **B. The Underlying Actions**

10 19. On or about March 15, 2023, Plaintiffs Amelia Lyle and Virginia

11 Edmonds filed suit against DSLLC and Davies in Washington State Superior Court

12 for Spokane County case number 23-2-01030-32 (the "Lyle Lawsuit"). Attached

13 as **Exhibit G** to this Complaint is a true and correct copy of the Complaint in the

14 Lyle Lawsuit.

15 20. On or about August 30, 2023, Plaintiff Samantha Larsen filed suit

16 against DSLLC and Davies in Washington State Superior Court Spokane County

17 case number 23-2-03546-32 (the "Larsen Lawsuit"). Attached as **Exhibit H** to this

18 Complaint is a true and correct copy of the Complaint in the Larsen Lawsuit.

19 21. The Lyle and Larsen lawsuits were later consolidated into the case

20 number for the Larsen lawsuit, No. 23-2-03546-32 (collectively the "Lyle/Larson

21 Lawsuits").

22 22. Lyle, Edmonds, and Larsen each claim to have purchased from Davies

23 and/or DSLLC dogs advertised to be trained as "service dogs."

24 23. Each Plaintiff alleges that Davies and/or DSLLC advertise and held

25 herself out to be a "Certified Canine Behaviorist" with certifications in "Canine

26 Psychology" and "Canine Communication" and as a "Service Dog Specialist."

27 24. The Plaintiffs allege that this advertisement was misleading and that

28 Davies actually only attended certain workshops put on by Cesar Millan, who does

1 not provide any professional certifications.

2 25. Lyle alleges that she purchased a puppy named Robbie (later re-
3 named Astro) from DSLLC in February of 2022 for \$40,000 with the intention and
4 expectation that he would be trained as a “level 15” certified “Autism Service
5 Dog.”

6 26. According to the complaint, however, after Lyle took possession of
7 Astro on August 1, 2022, she realized that the dog was allegedly not trained to
8 such standards.

9 27. Lyle alleges that Astro resisted basic commands, displayed aggression
10 towards other dogs, urinated indoors, avoided interaction with unfamiliar humans,
11 and was overly excitable in public areas.

12 28. Lyle further alleges that on August 13, 2022 she accepted an option to
13 replace Astro with another dog but was later told by DSLLC’s attorney, David
14 Bingaman, that this was not possible and that she would need to return Astro for a
15 \$30,000 refund.

16 29. Lyle alleges she has suffered mental anguish and “physically
17 manifested symptoms of emotional distress” as a result of Davies and/or DSLLC’s
18 alleged conduct.

19 30. Edmonds alleges that she purchased a dog named “Chuck” (later re-
20 named “Mister Murphy”) from Davies individually, and agreed to pay \$7,850 to
21 have him trained as a Level 4 Service Dog.

22 31. According to the complaint, when Edmonds took possession of Mister
23 Murphy on July 22, 2019, she found that he was not kennel trained or adequately
24 trained to walk on a leash.

25 32. The complaint alleges that Mister Murphy broke two of Edmonds’
26 kennels and “would pull her and her walker over, causing Edmonds to fall many

1 times on the ground and in the street....”

2 33. The complaint also alleges that, despite being advertised as a
3 “purebred,” Mister Murphy was a goldendoodle, which is not a purebred dog
4 breed.

5 34. The Complaint alleges that Edmonds “could not keep Mister Murphy”
6 and that she “suffered harm, in addition to being deceived and mistreated by
7 Davies.”

8 35. Larsen alleges that she purchased a Berndoodle named Wade from
9 DSLLC for \$40,000 based on DSLLC’s alleged representations that he would be
10 trained as a “Level 15” service dog.

11 36. Larsen claims she purchased Wade with the intention, and DSLLC’s
12 knowledge, that he would be used as a service dog for her autistic son.

13 37. Although DSLLC allegedly certified Wade as an Autism Service Dog,
14 Larsen claims he was not at all suitable as such.

15 38. After taking possession of Wade on September 8, 2022, Larsen claims
16 Wade growled and nipped at Larsen’s other dogs, nipped at and jumped on
17 Larsen’s son, and pulled him down while on the leash.

18 39. According to the complaint, Wade died on April 21, 2023, when he
19 was less than two years old, after being diagnosed with osteosarcoma. Larsen
20 claims she “suffered and continues to suffer mental anguish” as a result of
21 DSLLC’s alleged conduct.

22 40. Each complaint also contains a series of class action allegations in
23 which it is alleged that “Davies, Dogology NW, and DSLLC have defrauded many
24 other vulnerable consumers” and seeks to represent classes of persons who
25 purchased dogs from “DSLCC or Davies” purporting to be a service animal or
26 purporting to be a “purebred” or who purchased a dog “from DSLCC or Davies”

1 without being informed of the dog’s “vicious propensities” or “adverse health
2 history.”

3 41. The Complaints each assert nine “Class Claims”: i. Violation of the
4 Consumer Protection Act; ii. Fraud; iii. Breach of Contract; iv. Breach of Express
5 Warranty; v. Breach of Implied Warranties of Merchantability and/or Fitness; vi.
6 Breach of Implied Duties of Good Faith and Fair Dealing; vii. Unjust Enrichment;
7 viii. Injunctive Relief; and ix. Declaratory Relief.

8 42. In the Complaints, the Plaintiffs seek to have the contracts declared
9 void, reimbursement of their fees paid under the contracts, exemplary damages in
10 the amount of \$25,000 for each class member under the Consumer Protection Act,
11 and injunctive relief with respect to Davies and/or DSLLC’s advertising and
12 promotional practices.

13 **C. The Insurance Claim**

14 43. Davies and DSLLC tendered the Lyle and Larsen lawsuits to Ohio
15 Security for defense and indemnity coverage under the Policies.

16 44. Although it believes various provisions of the Policies operate to
17 preclude coverage, Ohio Security agreed to provide a defense under a full
18 reservation of rights, including the right to file a declaratory judgment action and
19 obtain a ruling that it has no duty to provide defense and indemnity coverage for
20 the claims asserted in the lawsuits.

21 **III. FIRST CAUSE OF ACTION**

22 ***(Declaratory Judgment - DSLLC)***

23 45. The Policies are binding and enforceable contracts setting forth the
24 rights and obligations of the parties.

25 46. The Policies only afford coverage for damages awarded against an
26 “insured”.

1 47. DSLLC is not a named insured under any of the Policies.

2 48. DSLLC does not qualify as an insured under subsection 1 of Section
3 II – WHO IS AN INSURED.

4 49. DSLLC does not qualify as an insured under subsection 2 of Section
5 II – WHO IS AN INSURED.

6 50. To the extent DSLLC qualifies as an insured for any purpose under
7 the Policies such coverage is available only under subsection 3 of Section II –
8 WHO IS AN INSURED and subject to the terms and limitations of that subsection.

9 51. Subsection 3 of Section II – WHO IS AN INSURED affords insured
10 states to “[a]ny organization you newly acquire or form and over which you
11 maintain ownership or majority interest” but only “if there is no other similar
12 insurance available to that organization” and “only until the expiration of the
13 policy period in which the entity was acquired or formed by you[.]”

14 52. To the extent DSLLC was not “newly acquired or formed” by Davies,
15 DSLLC is not an insured under subsection 3 of Section II – WHO IS AN
16 INSURED.

17 53. To the extent Davies does not or has not maintained an ownership
18 interest in DSLLC, DSLLC is not an insured under subsection 3 of Section II –
19 WHO IS AN INSURED.

20 54. To the extent DSLLC has “other similar insurance available to it,”
21 DSLLC is not an insured under subsection 3 of Section II – WHO IS AN
22 INSURED.

23 55. To the extent DSLLC does qualify as an insured under subsection 3 of
24 Section II – WHO IS AN INSURED, coverage (if any) is available only until the
25 expiration of the policy period incepting March 12, 2019 and ending on March 12,
26 2020, the policy period in which DSLLC was formed.

1 **IV. SECOND CAUSE OF ACTION**

2 ***(Declaratory Judgment – DSLLC and Davies)***

3 56. Pursuant to the express terms, conditions, exclusions, and limitations
4 of the Policies, there is no coverage available to DSLLC or Davies for the claims
5 and damages alleged in the Lyle/Larsen Lawsuits.

6 57. The claims and damages alleged in the Lyle/Larsen lawsuits do not
7 satisfy the insuring agreement of Coverage A.

8 58. Coverage A applies only to claims for “bodily injury” or “property
9 damage” that occurs during the policy period, is caused by an “occurrence,” and
10 was not known to have occurred prior to the policy period.

11 59. The Lyle/Larsen Lawsuits do not seek damages for “bodily injury” or
12 “property damage” as the Policies define those terms.

13 60. The Lyle/Larsen Lawsuits do not allege an “occurrence” as defined by
14 the Policies.

15 61. To the extent the Lyle/Larsen Lawsuits do seek damages for “bodily
16 injury” or “property damage,” there is no coverage available for any injury or
17 damage that occurred outside of the periods of any policies issued by Ohio
18 Security or for any injury or damage that was known to have occurred prior to the
19 policy period.

20 62. To the extent the Lyle/Larsen Lawsuits satisfy the insuring agreement
21 of Coverage A, such coverage is excluded by exclusion a (expected or intended
22 injuries).

23 63. The claims and damages alleged in the Lyle/Larsen lawsuits do not
24 satisfy the insuring agreement of Coverage B.

25 64. The Lyle/Larsen Lawsuits do not allege a “personal and advertising
26 injury” offense as defined in the policies.

1 65. To the extent the Lyle/Larsen Lawsuits do satisfy the insuring
2 agreement of Coverage B, the claims and damages are excluded by exclusions f
3 (breach of contract) and g (quality or performance of goods).

4 66. For these reasons, the Policies do not afford coverage for the
5 Lyle/Larsen Lawsuits and Ohio Security is entitled to an order declaring that it has
6 no duty to defend or indemnify Davies and/or DSLLC in either of the Lyle/Larsen
7 Lawsuits.

8 **V. PRAYER FOR RELIEF**

9 WHEREFORE, Ohio Security prays for judgment against Defendants as
10 follows:

11 1. Declaratory relief pursuant to the Declaratory Judgments Act, 28
12 U.S.C. § 2201, that Ohio Security has no duty to defend or indemnify Davies
13 and/or DSLLC for the claims and damages alleged in the Lyle/Larsen Lawsuits.

14 2. Reimbursement of defense costs pursuant to the Policies.

15 3. Such other and further relief as the Court deems just and appropriate.

16 DATED: January 21, 2026

17 KENNEDYS CMK LLP

18
19 By /s/ Jared F. Kiess
20 Jared F. Kiess, WSBA #54532
21 E-mail: jared.kiess@kennedyslaw.com

22 By /s/ Chalisa Sims
23 Chalisa Sims, WSBA #63083
24 E-mail: chalisa.sims@kennedyslaw.com

25 *Attorneys for Ohio Security Insurance*
26 *Company*

B

1
2
3
4 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
5 **COUNTY OF SPOKANE**

6 **SAMANTHA LARSEN, AMELIA LYLE,**
7 **VIRGINIA EDMONDS,** individually and on
8 behalf of all similarly situated,

9 Plaintiffs,

10 vs.

11 **MARY DAVIES, DOG SCIENCES, LLC**
12 **dba UNLEASHED ACADEMY and**
13 **DOGOLOGY NW,**

14 Defendant,

15 vs.

16 **JENNIFER ROSSEY,**

17 Third-Party Defendant.

Case No.: 23-2-03546-32 (Plese 98)

**REQUESTS FOR ADMISSION OF FACT
TO DEFENDANT DSQLC**

18 **TO: DOG SCIENCES, LLC, Defendant;**

19 Pursuant to CR 36, please admit/deny the following requests for admissions of fact within
20 **thirty** days of the date of service and return the original to this office. **FAILURE TO SERVE A**
21 **WRITTEN ANSWER OR OBJECTION WITHIN THE TIME ALLOWED BY CR 36**
22 **WILL RESULT IN ADMISSION OF THE FOLLOWING REQUESTS.**

23 ANIMAL LAW OFFICES, PLLC

24 
25 Adam P. Karp, WSB No. 28622
Attorney for Plaintiffs

REQUEST FOR ADMISSION NO. 1: Admit/deny that the attached "Service Dog Client List," identified as Exhibit 1 to your answer to Interrogatory No. 1 propounded as *Larsen's Second Discovery to DSQLC*, accurately identifies **each person's name, address, phone number, and email** who entered into any contract or parted with any money to purchase a service dog or service puppy from you at any time from 9.20.18 to 2.5.25 (the date you responded to discovery).

RFA: DSQLC - 1

ANIMAL LAW OFFICES, PLLC

114 W. Magnolia St., Ste. 400-104 • Bellingham, WA 98225
(888) 430-0001 • Facsimile: (833) 878-6835
adam@animal-lawyer.com

1 **Response:**

2 **REQUEST FOR ADMISSION NO. 2:** Admit/deny that the attached “Service Dog Client List,”
3 identified as Exhibit 1 to your answer to Interrogatory No. 1 propounded as *Larsen’s Second*
4 *Discovery to DSLLC*, accurately identifies the alleged **Contract Date** for each dog bought by each
5 person who entered into any contract or parted with any money to purchase a service dog or service
6 puppy from you at any time from 9.20.18 to 2.5.25 (the date you responded to discovery).

6 **Response:**

7 **REQUEST FOR ADMISSION NO. 3:** Admit/deny that the attached “Service Dog Client List,”
8 identified as Exhibit 1 to your answer to Interrogatory No. 1 propounded as *Larsen’s Second*
9 *Discovery to DSLLC*, accurately identifies the alleged **Graduation Date** for each dog bought by
10 each person who entered into any contract or parted with any money to purchase a service dog or
11 service puppy from you at any time from 9.20.18 to 2.5.25 (the date you responded to discovery).

10 **Response:**

11 **REQUEST FOR ADMISSION NO. 4:** Admit/deny that the attached “Service Dog Client List,”
12 identified as Exhibit 1 to your answer to Interrogatory No. 1 propounded as *Larsen’s Second*
13 *Discovery to DSLLC*, accurately identifies the **amount paid to you** for each dog bought by each
14 person who entered into any contract or parted with any money to purchase a service dog or service
15 puppy from you at any time from 9.20.18 to 2.5.25 (the date you responded to discovery).

15 **Response:**

16 **REQUEST FOR ADMISSION NO. 5:** Admit/deny that the attached “Service Dog Client List,”
17 identified as Exhibit 1 to your answer to Interrogatory No. 1 propounded as *Larsen’s Second*
18 *Discovery to DSLLC*, accurately identifies the **name of each dog** bought by each person who
19 entered into any contract or parted with any money to purchase a service dog or service puppy
20 from you at any time from 9.20.18 to 2.5.25 (the date you responded to discovery).

20 **Response:**

21
22 Submitted this _____, 2025, pursuant to CR 26(g).

23
24
25 **RFA: DSLLC - 2**

ANIMAL LAW OFFICES, PLLC
114 W. Magnolia St., Ste. 400-104 • Bellingham, WA 98225
(888) 430-0001 • Facsimile: (833) 878-6835
adam@animal-lawyer.com

First Name	Last name	Street	City	State	Zip	Phone	Email	Dog Name	Breed	DOB	Price	Contract Date	Grad Date
Shelby	Gans										\$9,600.00	11/25/2019	12/20/2019
Natalie	Peterson										\$15,200.00	2/27/2019	2/27/2019
Virginia	Edmonds										\$7,850.00	7/5/2019	7/5/2019
Teressa	Durham										\$11,050.00	8/24/2019	10/1/2019
Mary Beth	Aldrich										\$10,800.00	2/15/2019	5/24/2019
Denise	Yancey										\$9,000.00	7/20/2019	8/20/2019
Megan	Susnis										\$7,800.00	8/12/2019	8/17/2019
Matt/Melissa	Hodson										\$13,100.00	9/9/2019	11/9/2019
Julie/Michael	Kopp										\$7,500.00	7/27/2019	7/28/2019
Rachel	Christiansen										\$7,500.00	11/15/2019	12/10/2019
Dania	Pearson										\$7,500.00	4/6/2019	4/27/2019
Dana	Merkeley										\$7,500.00	8/28/2019	8/28/2019
Sara	Hedlund										\$10,500.00	11/6/2019	11/6/2019
Roxanne	White										\$8,000.00	9/14/2019	10/5/2019
Jenna	Tucher										\$7,800.00	11/20/2019	12/11/2019
Paul	Schnell										\$16,500.00	4/23/2020	5/1/2020
Shannon-Lea	Johnson										\$25,000.00	4/30/2020	12/1/2020
Jason	Schumacher										\$15,200.00	7/17/2020	9/21/2020
Charles	Lyons										\$12,500.00	11/6/2020	11/16/2020
Julieann	Parks										\$12,500.00	10/4/2020	11/20/2020
Dexter	Preugschat										\$17,000.00	2/22/2020	5/29/2020
John/Cheryl	Olson										\$10,500.00	6/1/2020	9/6/2020
Midge	Steuber										\$18,500.00	9/10/2020	3/1/2021
Daniel/Kathryn	McMurray										\$24,900.00	4/21/2020	7/15/2020
Kathryn	Kindorf										\$16,500.00	4/10/2020	4/25/2020
Jessica	Bernstein										\$11,000.00	5/3/2020	7/30/2020
Carolyn	Scott										\$12,500.00	7/20/2020	11/7/2020
Susie	Serres										\$18,500.00	8/12/2020	2/19/2021
Lesya	Maddox										\$12,500.00	11/12/2020	12/23/2020
Carlie	Irvin										\$22,000.00	4/13/2020	6/28/2020
Dave	Green										\$20,000.00	9/12/2020	1/10/2021
Melissa	Howard										\$10,500.00	7/22/2020	11/14/2020
Shannon	Jamison										\$25,000.00	7/25/2020	12/15/2020
Chelsea	Kau										\$10,500.00	7/16/2020	9/1/2020
Kelly/Caroline	Mott										\$12,800.00	5/21/2020	8/5/2020
Pat	Giorgetti										\$25,000.00	5/16/2020	7/15/2020
Sheri	Carney										\$15,300.00	3/7/2020	6/5/2020
Natalie	Soderquist										\$7,800.00	1/20/2020	2/8/2020
Dawn	Hill										\$17,500.00	4/9/2020	4/19/2020
Philipp	Wall										\$18,500.00	7/6/2020	12/1/2020
Chelsea/Jeremy	Holmes										\$15,350.00	7/14/2021	7/24/2021
Livia	Carlson										\$18,500.00	1/5/2021	5/20/2021
Don	Morrisette										\$15,000.00	4/26/2021	9/5/2021
Laura	Bruck										\$12,500.00	12/6/2020	3/3/2021
Michelle	Osterholm										\$18,500.00	9/12/2021	10/18/2021
Kate	Kirksey										\$18,500.00	9/9/2021	11/13/2021
Lindsay	Hatch										\$30,000.00	2/10/2021	9/4/2021
Saul	Cardona										\$30,000.00	6/3/2021	8/9/2021
Larry	Brown										\$12,500.00	12/2/2020	2/1/2021
Candice	Davis										\$18,500.00	9/16/2021	12/15/2021
Heather	Smith										\$15,000.00	12/7/2020	4/10/2021

Chyenne	Giarnese		\$18,500.00	11/8/2020	3/1/2021
Nicholas	Anderson		\$30,000.00	9/28/2021	10/25/2021
Jessye/Katherine	Cohen-Filipic		\$18,500.00	12/17/2020	6/5/2021
Kathy/Donovan	Aakhus		\$12,550.00	3/12/2021	6/5/2021
Alisa	Forman		\$18,500.00	3/26/2021	7/26/2021
Janet	Brockman		\$12,500.00	8/9/2021	11/10/2021
Ann	Kelly		\$13,500.00	1/16/2021	4/6/2021
Ximena	Osorio		\$18,500.00	5/15/2021	7/25/2021
William	Betts		\$14,750.00	12/15/2020	4/3/2021
Sarah	Hanson		\$18,500.00	2/3/2021	6/26/2021
Suzanne	Pereira		\$25,000.00	8/25/2021	10/14/2021
Denise	Ruiz		\$15,000.00	1/7/2021	4/2/2021
Teresa	Dabney		\$12,500.00	11/27/2020	1/18/2021
Gary	Shallenberger		\$18,500.00	3/31/2021	5/19/2021
Caroline	Lesem		\$18,500.00	11/18/2021	12/1/2021
Antara	Bansal		\$18,500.00	4/24/2021	5/15/2021
Erik	Linstead		\$18,500.00	2/21/2021	5/5/2021
Michael	Schmitt		\$18,500.00	10/30/2021	12/30/2021
Daniel	Kent		\$30,000.00	12/6/2021	12/26/2021
William	Betts		\$14,750.00	12/15/2020	4/3/2021
Priscilla	Hession		\$18,500.00	5/20/2021	10/14/2021
Joseph	Martel		\$12,500.00	2/17/2021	5/7/2021
Kenneth/Ashley	Matthews		\$25,000.00	8/26/2021	9/15/2021
Vivien	Owada		\$18,500.00	4/30/2021	5/24/2021
Celeste	Morris		\$12,500.00	10/11/2020	1/20/2021
Phoebe	Schreiner		\$18,500.00	10/6/2020	2/21/2021
Kathryn	Bolle		\$18,500.00	2/10/2021	6/30/2021
Alexander/Melia	Williams		\$18,500.00	6/29/2021	8/7/2021
Jocelyn	Rosario		\$25,000.00	5/27/2020	3/11/2021
Allison	Schauble		\$18,500.00	4/21/2021	10/11/2021
Peter/Helen	Minnis		\$12,500.00	5/5/2021	5/8/2021
Naomi	Elmore		\$25,000.00	12/5/2020	5/20/2021
Alyssa	DiMaio		\$18,500.00	9/28/2020	3/20/2021
Katy/Jacob	Henry		\$18,500.00	3/17/2021	6/5/2021
Sandra	White		\$15,300.00	11/30/2020	1/22/2021
Mery	Smith		\$30,000.00	12/11/2021	12/26/2021
Robert/Shane	Miller		\$18,500.00	8/6/2020	4/8/2021
Rosalva/Nick	Willow		\$18,500.00	8/3/2021	10/15/2021
Anita	Polanski		\$18,500.00	11/7/2020	3/5/2021
Rosemary	Feurer		\$18,500.00	12/8/2020	2/1/2021
Rebekah	Buller		\$30,000.00	6/29/2021	9/15/2021
Kim	McNabb		\$12,500.00	12/31/2020	3/28/2021
Kenyona	Davis		\$30,000.00	7/18/2021	12/1/2021
Joyce	Sinclair		\$12,500.00	6/17/2021	9/9/2021
Denise	Spanelli		\$12,725.00	7/17/2021	9/8/2021
David	Raugust		\$12,525.00	12/4/2020	2/4/2021
Jessica	Stuart		\$30,000.00	4/23/2021	12/20/2021
Shrilatha	Karanth		\$12,500.00	12/7/2020	2/6/2021
Hannah	Diehl		\$18,500.00	10/23/2020	2/21/2021
Janet	Olson-Bigham		\$18,500.00	9/12/2020	3/1/2021
Betsy	Wessler		\$12,500.00	11/12/2020	1/4/2021
Elaine	DePrince		\$30,000.00	11/2/2020	5/19/2021

Katie	Harrison		\$47,500.00	5/18/2022	5/23/2022
Lynn	Young		\$30,000.00	2/13/2022	10/17/2022
Dustin Tara	Upton		\$18,500.00	12/9/2021	1/26/2022
Rachel	Orme		\$30,000.00	3/6/2022	10/17/2022
Gerardo	Chirinos		\$30,000.00	12/29/2021	1/6/2022
Zachary	Williams		\$40,000.00	3/6/2022	5/9/2022
Clarissa	Stratton		\$30,000.00	2/5/2022	6/21/2022
Debra	Hanna		\$40,000.00	1/9/2022	7/2/2022
Finegan	Anna		\$30,000.00	6/10/2022	10/6/2022
Levitt	Jennifer		\$40,000.00	5/5/2022	5/31/2022
Rupczynski	Kacey		\$30,000.00	7/29/2022	8/31/2022
Gerard	Debra		\$40,000.00	8/10/2022	8/29/2022
Lushear	Kara		\$30,000.00	6/18/2022	10/24/2022
Schuldenfrei	Dawn		\$30,000.00	12/26/2021	3/14/2022
Bustamante	Mawiyah		\$40,000.00	10/3/2022	9/13/2022
Michelle	Sucraw		\$30,000.00	2/26/2021	1/24/2022
Jason	Mendelson		\$18,500.00	9/14/2022	9/16/2022
Elaine	Blackburn		\$35,500.00	11/16/2021	3/5/2022
Glenn	Fessler		\$30,000.00	2/25/2021	1/8/2022
Kassie	Farr		\$40,000.00	3/10/2022	8/8/2022
Angela	Thomas		\$30,000.00	10/5/2021	1/24/2022
Janice	Brunswick		\$30,000.00	12/28/2021	2/21/2022
Boyarchenkova	Anna		\$30,000.00	7/15/2022	8/22/2022
Gormley	Alexis		\$40,000.00	12/26/2021	5/16/2022
Carla	Menchini-Kreitz		\$30,000.00	6/15/2022	10/24/2022
Kenneth	Ryan		\$10,000.00	7/22/2022	7/28/2022
Heide	Elliott		\$30,000.00	2/23/2022	6/28/2022
Amelia	Lyle		\$40,000.00	2/12/2022	8/1/2022
Winkler	Jessica		\$18,500.00	2/20/2022	3/21/2022
Sara	Ashton		\$37,000.00	4/11/2022	6/16/2022
Kimberlie	James		\$40,000.00	12/28/2021	2/8/2022
Jared/Tiffany	Perez		\$30,000.00	3/23/2022	7/1/2022
Tiffani	Krest		\$30,000.00	5/9/2022	8/1/2022
Rebecca	Girrell		\$35,500.00	7/17/2021	4/4/2022
Patrick	Franklin		\$18,500.00	12/5/2021	3/9/2022
Samantha	Larsen		\$40,000.00	1/21/2022	9/8/2022
Tori	O'Doherty		\$28,500.00	3/3/2022	12/9/2022
Ann	Dodds-Frerichs		\$36,200.00	2/15/2022	6/23/2022
Leigh/Tim	Luck		\$25,000.00	9/14/2021	2/17/2022
Kevin	Schmitt		\$40,000.00	1/27/2023	10/30/2023
Monica	Oberstar		\$18,500.00	5/16/2023	6/26/2023
Jennifer	Gray		\$15,000.00	6/5/2023	7/25/2023
Faith	Fredin		\$40,000.00	7/20/2022	4/10/2023
Anna	Stephens		\$40,000.00	5/26/2022	1/2/2023
Sean/Destiny	Maddox		\$50,000.00	4/29/2022	1/16/2023
Mary Amanda	Tierce		\$15,000.00	7/24/2023	7/24/2023
Rachel	Radick		\$30,000.00	8/18/2023	9/21/2023
Jennifer	Davis		\$40,000.00	3/29/2022	12/29/2022
Jeff	Oldright		\$40,000.00	1/21/2023	6/19/2023
Amy	Creamer		\$20,000.00	9/12/2023	10/5/2023
Meredith	Rugani		\$30,000.00	10/17/2022	4/10/2023
Shelby Amanda	Fowler		\$30,000.00	11/22/2022	1/23/2023

Katherine/Antonio	Amadeo		\$30,000.00	1/27/2023	7/24/2023
Courtney	Hartman		\$30,000.00	10/20/2022	2/20/2023
Jenifer	Josephson		\$20,000.00	8/19/2023	9/18/2023
Anna	Theford		\$30,000.00	5/7/2023	6/26/2023
Allie/Eric	Davis		\$40,000.00	3/20/2023	6/26/2023
Adrienne	Howard		\$30,000.00	11/21/2023	4/1/2024
Diane/Ryan	Owen		\$30,000.00	12/16/2023	4/8/2024
April	Alvarado		\$30,000.00	8/4/2024	10/18/2024
Barbara	Watson		\$7,800.00	8/21/2019	9/14/2019
Rebecca	Jaeger		\$4,949.00	10/21/2019	10/21/2019
Zoe/Joseph	Bunin/Verchote		\$8,000.00	11/4/2019	11/4/2019
Judy & Paul	Bronk		\$4,300.00	8/22/2019	9/29/2019
Julie	Bryan		\$8,250.00	8/21/2019	9/18/2019
Karin	Lemkau		\$9,000.00	5/24/2020	8/10/2020
Aisling	Mitchell		\$10,500.00	6/25/2020	8/11/2020
Cara	Galbraith		\$10,000.00	5/28/2020	9/28/2020
Christine	Nicolette-Gonzalez		\$8,150.00	4/9/2020	5/1/2020
Phoebe	Aalona		\$4,800.00	1/25/2020	2/8/2020
Julie	Decaro		\$7,800.00	2/11/2020	2/11/2020
Steven	Martin		\$7,500.00	4/14/2020	7/1/2020
Kenneth	Brown		\$7,800.00	1/25/2020	2/16/2020
Kyle & Nicole	Eley		\$7,500.00	5/6/2020	7/11/2020
Grace Anne	Eyer		\$12,500.00	5/10/2021	7/23/2021
Larae	Wonderlin		\$18,500.00	1/7/2021	6/5/2021
Cassandra	Schmidt		\$18,500.00	1/29/2021	8/5/2021
Amber	Porter		\$18,500.00	8/12/2020	1/20/2021
Kristy	Davidson		\$15,300.00	9/4/2020	1/30/2021
Shannon	Bush		\$18,500.00	8/27/2020	12/31/2020
Christine	Suchsland		\$35,000.00	11/24/2021	8/1/2022
Leah (Aria)	Fredman		\$30,000.00	12/22/2021	3/28/2022
Katie	Tronsdal		\$8,150.00	6/16/2019	7/5/2019

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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SPOKANE**

SAMANTHA LARSEN, AMELIA LYLE,
and VIRGINIA EDMONDS, all individually
and on behalf of all similarly situated,

Plaintiff,

v.

DOG SCIENCES, LLC dba UNLEASHED
ACADEMY; MARY DAVIES dba
DOGOLOGY NW,

Defendant.

DOG SCIENCES, LLC

Third Party Plaintiff,

v.

JENNIFER ROSSEY,

Third Party Defendant.

NO. 23-2-03546-32

**DEFENDANT DOG SCIENCES,
LLC'S RESPONSES TO
PLAINTIFFS' FIRST
REQUESTS FOR ADMISSION**

Defendant Dog Sciences, LLC by and through its counsel, hereby submits
Responses to Plaintiffs' Requests for Admission, and Defendant states as follows:

1 **REQUESTS FOR ADMISSION**

2

3 **REQUEST FOR ADMISSION NO. 1:** Admit/deny that the attached “Service Dog Client
4 List,” identified as Exhibit 1 to your answer to Interrogatory No. 1 propounded as *Larsen’s*
5 *Second Discovery to DSSLC*, accurately identifies **each person’s name, address, phone**
6 **number, and email** who entered into any contract or parted with any money to purchase a
7 service dog or service puppy from you at any time from 9.20.18 to 2.5.25 (the date you
8 responded to discovery).

9 **RESPONSE:** ADMIT

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12 **REQUEST FOR ADMISSION NO. 2:** Admit/deny that the attached “Service Dog Client
13 List,” identified as Exhibit 1 to your answer to Interrogatory No. 1 propounded as *Larsen’s*
14 *Second Discovery to DSSLC*, accurately identifies the alleged **Contract Date** for each dog
15 bought by each person who entered into any contract or parted with any money to purchase
16 a service dog or service puppy from you at any time from 9.20.18 to 2.5.25 (the date you
17 responded to discovery).

18 **RESPONSE:** ADMIT

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21 **REQUEST FOR ADMISSION NO. 3:** Admit/deny that the attached “Service Dog Client
22 List,” identified as Exhibit 1 to your answer to Interrogatory No. 1 propounded as *Larsen’s*
23 *Second Discovery to DSSLC*, accurately identifies the alleged **Graduation Date** for each
24 dog bought by each person who entered into any contract or parted with any money to
25 purchase a service dog or service puppy from you at any time from 9.20.18 to 2.5.25 (the
26 date you responded to discovery).

27 **RESPONSE:** ADMIT

1 **REQUEST FOR ADMISSION NO. 4:** Admit/deny that the attached “Service Dog Client
2 List,” identified as Exhibit 1 to your answer to Interrogatory No. 1 propounded as *Larsen’s*
3 *Second Discovery to DSSLIC*, accurately identifies the **amount paid to you** for each dog
4 bought by each person who entered into any contract or parted with any money to purchase
5 a service dog or service puppy from you at any time from 9.20.18 to 2.5.25 (the date you
6 responded to discovery).

7 **RESPONSE:** ADMIT
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10 **REQUEST FOR ADMISSION NO. 5:** Admit/deny that the attached “Service Dog Client
11 List,” identified as Exhibit 1 to your answer to Interrogatory No. 1 propounded as *Larsen’s*
12 *Second Discovery to DSSLIC*, accurately identifies the **name of each dog** bought by each
13 person who entered into any contract or parted with any money to purchase a service dog
14 or service puppy from you at any time from 9.20.18 to 2.5.25 (the date you responded to
15 discovery).

16 **RESPONSE:** ADMIT
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19 Submitted this 27th day of August, 2025, pursuant to CR 26(g).
20

21 */s/ Chantal Y. Peters*
22 _____
Chantal Y. Peters, WSBA No. 56800
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CERTIFICATE OF SERVICE

I, Brooke Williams, certify that on the day and date indicated below, I caused to be sent a copy of DEFENDANT DOG SCIENCES, LLC’S RESPONSES TO PLAINTIFFS’ FIRST REQUESTS FOR ADMISSION as listed and indicated below to:

Attorney for Plaintiff Adam Karp Animal Law Offices, PLLC 114 W Magnolia St Ste 400 Bellingham, WA 98225-4380 adam@animal-lawyer.com	<input type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> E-mail
Attorney for Defendants Brandon R. Casey Casey Law Offices PS 421 W Riverside Ave Ste 1030 Spokane, WA 99201-0409 brandon@spokanelawcenter.com legalassistant@spokanelawcenter.com legalassistant3@spokanelawcenter.com reception@spokanelawcenter.com	<input type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> E-mail
Attorney for Third-Party Defendant John Montgomery Waldo Schweda & Montgomery PS 2206 N Pines Rd Spokane, WA 99206-4721 jmontgomery@wsmattorneys.com	<input type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> E-mail

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this 27th day of August 2025 at Seattle, Washington.

By: /s/ Brooke Williams
Brooke Williams, Legal Assistant/Paralegal
BURGER, MEYER & D’ANGELO, LLP
Email: bwilliams@burgermeyer.com

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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SPOKANE**

SAMANTHA LARSEN, AMELIA LYLE,
and VIRGINIA EDMONDS, all individually
and on behalf of all similarly situated,

Plaintiff,

v.

DOG SCIENCES, LLC dba UNLEASHED
ACADEMY; MARY DAVIES dba
DOGOLOGY NW,

Defendant.

DOG SCIENCES, LLC

Third Party Plaintiff,

v.

JENNIFER ROSSEY,

Third Party Defendant.

NO. 23-2-03546-32

**DEFENDANT DAVIES’
RESPONSES TO PLAINTIFFS’
SECOND REQUESTS FOR
ADMISSION**

Defendant Mary Davies, by and through her counsel, hereby submits Responses to
Plaintiffs’ Second Requests for Admission, and Defendant states as follows:

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REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 17: Admit/deny that the attached “Service Dog Client List,” identified as Exhibit 1 to your answer to Interrogatory Nos. 1 and 2 propounded as *Larsen’s Second Discovery to Mary Davies*, accurately identifies **each person’s name, address, phone number, and email** who entered into any contract or parted with any money to purchase a service dog or service puppy from you at any time from 9.20.18 to 1.14.25 (the date you responded to discovery).

RESPONSE: ADMIT

REQUEST FOR ADMISSION NO. 18: Admit/deny that the attached “Service Dog Client List,” identified as Exhibit 1 to your answer to Interrogatory Nos. 1 and 2 propounded as *Larsen’s Second Discovery to Mary Davies*, accurately identifies the alleged **Contract Date** for each dog bought by each person who entered into any contract or parted with any money to purchase a service dog or service puppy from you at any time from 9.20.18 to 1.14.25 (the date you responded to discovery).

RESPONSE: ADMIT

REQUEST FOR ADMISSION NO. 19: Admit/deny that the attached “Service Dog Client List,” identified as Exhibit 1 to your answer to Interrogatory Nos. 1 and 2 propounded as *Larsen’s Second Discovery to Mary Davies*, accurately identifies the alleged **Graduation Date** for each dog bought by each person who entered into any contract or parted with any money to purchase a service dog or service puppy from you at any time from 9.20.18 to 1.14.25 (the date you responded to discovery).

RESPONSE: ADMIT

1 **REQUEST FOR ADMISSION NO. 20:** Admit/deny that the attached “Service Dog
2 Client List,” identified as Exhibit 1 to your answer to Interrogatory Nos. 1 and 2 propounded
3 as *Larsen’s Second Discovery to Mary Davies*, accurately identifies the **amount paid to**
4 **you** for each dog bought by each person who entered into any contract or parted with any
5 money to purchase a service dog or service puppy from you at any time from 9.20.18 to
6 1.14.25 (the date you responded to discovery).

7 **RESPONSE:** ADMIT
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10 **REQUEST FOR ADMISSION NO. 21:** Admit/deny that the attached “Service Dog
11 Client List,” identified as Exhibit 1 to your answer to Interrogatory Nos. 1 and 2 propounded
12 as *Larsen’s Second Discovery to Mary Davies*, accurately identifies the **name of each dog**
13 bought by each person who entered into any contract or parted with any money to purchase
14 a service dog or service puppy from you at any time from 9.20.18 to 1.14.25 (the date you
15 responded to discovery).

16 **RESPONSE:** ADMIT
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18

19 Submitted this 27th day of August, 2025, pursuant to CR 26(g).

20 */s/ Chantal Y. Peters*
21 Chantal Y. Peters, WSBA No. 56800
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1 **CERTIFICATE OF SERVICE**

2 I, Brooke Williams, certify that on the day and date indicated below, I caused to
3 be sent a copy of DEFENDANT DAVIES’ RESPONSES TO PLAINTIFFS’ SECOND
4 REQUESTS FOR ADMISSION as listed and indicated below to:

<p>5 Attorney for Plaintiff Adam Karp Animal Law Offices, PLLC 114 W Magnolia St Ste 400 Bellingham, WA 98225-4380 adam@animal-lawyer.com</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> E-mail</p>
<p>6 Attorney for Defendants Brandon R. Casey Casey Law Offices PS 421 W Riverside Ave Ste 1030 Spokane, WA 99201-0409 brandon@spokanelawcenter.com legalassistant@spokanelawcenter.com legalassistant3@spokanelawcenter.com reception@spokanelawcenter.com</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> E-mail</p>
<p>7 Attorney for Third-Party Defendant John Montgomery Waldo Schweda & Montgomery PS 2206 N Pines Rd Spokane, WA 99206-4721 jmontgomery@wsmattorneys.com</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> E-mail</p>

8 I declare under penalty of perjury under the laws of the State of Washington that
9 the foregoing is true and correct.

10 Dated this 27th day of August 2025 at Seattle, Washington.

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By: /s/ Brooke Williams
Brooke Williams, Legal Assistant/Paralegal
BURGER, MEYER & D’ANGELO, LLP
Email: bwilliams@burgermeyer.com

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7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
8 IN AND FOR THE COUNTY OF SPOKANE

9 SUZANNE HAWK,

10 Plaintiff,

11 vs.

12 DOG SCIENCES, LLC ET. AL.,

13 Defendants.
14

Case No. 23-2-00428-32

SETTLEMENT AGREEMENT

15 **I. INTRODUCTION**

16 This lawsuit, *Hawk v. Dog Sciences, LLC, et. al.*, was brought by Suzanne Hawk on behalf
17 of herself and others similarly situated, asserting claims for relief under the Minimum Wage Act
18 (MWA) and Wage Payment Act (WPA) claiming Defendants improperly classified the Class as
19 independent contractors. Defendants counter-sued Ms. Hawk individually whereupon Ms. Hawk
20 amended her claim to assert an individual claim of retaliation under the MWA.
21

22 In the interest of resolving this dispute between the Plaintiffs and Defendants (collectively,
23 "Parties") without the expense, delay, and risk of further litigation of the collective and individual
24 issues raised in the above-captioned action, and in reliance upon the representations, mutual
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SETTLEMENT AGREEMENT - 1

1 promises, covenants, and obligations set out in this Settlement Agreement, and for good and
2 valuable consideration also set out in this Settlement Agreement, the Parties, through their
3 undersigned counsel of record, hereby stipulate and agree as follows.

4 II. DEFINITIONS

5 A. "Agreement" is this Settlement Agreement.

6 B. "Agreement in Principle" is the Agreement in Principle that the Parties executed on
7 August 23, 2024.

8 C. "Case," "Litigation," or "Lawsuit" is the action titled *Hawk v. Dog Sciences, Et. Al.*,
9 Spokane County Superior Court, Cause No. 23-2-00428-32.

10 D. "Claim" means a submission that a Class Member was subject to Defendants'
11 alleged failure to pay minimum wage and overtime compensation.

12 E. "Class" means the Class defined in Section IV of this Settlement, or a substantially
13 similar definition approved by the Court that is consistent with the terms of Section IV.

14 F. "Class Counsel" means Riverside NW Law Group, PLLC, 905 W. Riverside Ave.,
15 Suite 208, Spokane, WA 99201.

16 G. "Class Member" means any individual who satisfies the definition of the Class
17 defined in Section IV or satisfies a substantially similar class definition approved by the Court.

18 H. "Class Representative" means Suzanne Hawk.

19 I. "Counter Claims" means all of the claims asserted against Plaintiff Suzanne Hawk
20 by the Defendants.

21 J. "Court," unless otherwise specified or clear from the context, means the Superior
22 Court, State of Washington, County of Spokane.

1 **K.** "Defendants" means Dog Sciences, LLC and Mary Davies in her individual
2 capacity.

3 **L.** "Effective Date of the Settlement Agreement" or "Effective Date" means the date
4 upon which, if the Agreement is not voided as set forth herein, an (a) order providing Final
5 Approval of this Agreement under Civil Rule 23 becomes non-appealable, and (b) the entire
6 \$250,000.00 Settlement Fund has been paid into the Escrow Account, or, in the event of any
7 appeals, the date of final resolution of all appeals and all amounts have been paid into the
8 Settlement Fund. When this Agreement refers to the date on which the Agreement became
9 "Effective," such date is the Effective Date.
10

11 **M.** "Escrow Account(s)" means the account(s) established pursuant to an escrow
12 deposit agreement among the Parties and an Escrow Agent into which the \$250,000.00 Cash
13 Settlement Amount is deposited by Defendants.

14 **N.** "Escrow Agent" means the person or entity designated by Defendants and Class
15 Counsel to hold the Settlement Fund.

16 **O.** "Fairness Hearing" means a hearing date, established by the Court, in which the
17 Court will hear from Counsel for the Parties and Class Members in deciding on whether to approve
18 the Settlement Agreement.
19

20 **P.** "Final Approval Date" means the date upon which the Court enters an order
21 granting Final Approval of the Settlement Agreement.

22 **Q.** "Final Approval of the Settlement Agreement" or "Final Approval" means the
23 Court's decision that the resolution of this Case, as reflected in the Settlement Agreement, is fair,
24 adequate, and reasonable pursuant to the provisions of Civil Rule 23.
25

1 **R.** "Final Judgment" means a judgment as defined in Washington Civil Rule 54.

2 **S.** "Net Settlement Fund" means the Settlement Fund minus any Court-approved
3 amounts deducted for attorneys' fees and expenses, any Service Awards, and taxes and costs.

4 **T.** "Notice" means the Notice of Proposed Class Action Settlement and Fairness
5 Hearing and Proposed Plan of Allocation document to be proposed by the Parties and approved by
6 the Court, in accordance with Section V of this Agreement.

7 **U.** "Notice Mailing Date" means the date the Notice Packets are mailed to the Class
8 Members and/or sent via electronic communication.

9 **V.** "Notice Packet" means the packet of materials that consists of the Notice of
10 Proposed Class Action Settlement and Fairness Hearing and the Proposed Plan of Allocation and
11 any materials ordered or approved by the Court.

12 **W.** "Parties" means the Plaintiffs in this case and Defendants in this case.

13 **X.** "Proposed Plan of Allocation" means the plan to be submitted by Class Counsel to
14 the Court as the recommended method of determining each Class Member's allocation of the Net
15 Settlement Fund, distributing such allocations to the Class Members, and distributing funds, if any,
16 remaining after all monies have been distributed to the Class.

17 **Y.** "Publication Notice" means Notice and associated materials approved by the Court
18 that will be posted on a website established by Class Counsel.

19 **Z.** "Amended Complaint" is the operative complaint in this lawsuit that was filed April
20 10, 2023.

21 **AA.** "Service Award" means a monetary award to the Class Representative for her
22 services rendered and/or expenses incurred in pursuing the Case and negotiating the Settlement on
23

1 behalf of the Class.

2 **BB.** "Settlement Fund" means the \$250,000.00 Cash Settlement Amount, plus any
3 earnings or interest accrued while in escrow.

4 **CC.** "Defendants' Counsel" means attorneys from Lukins & Annis P.S., Michael
5 Maurer, Court Hall, and Jared de Guzman.

6 **III. RECITALS**

7 1. On February 1, 2023, Plaintiffs filed the above-captioned action.

8 2. On February 23, 2023, Defendants answered and filed counterclaims against Ms.
9 Hawk personally.

10 3. On April 10, 2023, Plaintiffs filed the Amended Complaint.

11 4. On August 11, 2023, the Court certified the above-captioned action as a Class
12 Action under the auspices of CR 23.

13 5. On July 19, 2024, the Court denied Defendants' motion to decertify the class as
14 well as Plaintiffs' motions for summary judgment as to class and individual claims.

15 6. Between February 2, 2023, and July 19, 2024, the Parties engaged in discovery on
16 both liability and damages. This discovery included over fifteen depositions, the retention of two
17 experts, and the exchange of thousands of pages of discovery documents.

18 7. On June 26, 2024, the Parties engaged in a mediation before mediator Peter
19 Erbland. The mediation was unsuccessful. After several follow-up communications and
20 conversations, the Parties reached an oral agreement as to the essential terms of a settlement and
21 memorialized that oral understanding and negotiated the written terms of a written Settlement
22 Agreement in Principle which was fully-executed on August 23, 2024. The Parties thereafter
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1 Class Counsel the Parties identified the following Class Members:

- 2 Chayla Adder
3 Nathan Aker
4 Melissa Archuleta
5 Alicia Ayers
6 Britnee Baker (Chesney)
7 Cassandra Banka
8 Jessika Barkuloo
9 Kimberely Bigham
10 Emily Clark
11 Tyler Coelho-Herrera
12 Tameka Dickson
13 Nathanael Drechsel
14 Monika Eglund
15 Stacey Frazier
16 Tommi Hammons
17 Martha Hansen
18 Suzanne Hawk
19 Samantha Herrera
20 Taylor Hickman
21 Aaron Howe
22 Wes Jester
23 Brendon Johnson
24 Diana Mead
25 Daniel Michalski
26 Caroline Mott
27 Matthew O'Bleness
28 Krysta O'Brien
29 Morgan Paupst
30 Neila Reutov
31 Skylar Risley

1 Jennifer Rossey
2 Samantha Schneid
3 Ashley Senf
4 Landon Simmons
5 Kathy Taylor
6 Heather Threadgill
7 Jody Van Troba
8 John Thomas Wensman
9 Paulena Willis
10 LaTisha Wood
11 Blake Yensen
12 Kaylin Youngblood
13 Emma Weis

11 V. NOTICE

13 **1. Provision of Class Notice.** If the Court preliminarily approves the Settlement,
14 Class Counsel will cause the Class to be mailed and emailed the Notice of the Settlement.

15 **2. Contents of Notice.** The Notice will contain a brief description of the Claims, a
16 summary of the terms of the proposed Settlement, a description of the Class, a description of the
17 Plan of Allocation, identify the settlement website and information about the fairness hearing to
18 be held, as well as any other information required by the Washington Rules of Civil Procedure,
19 including Rule 23(c)(2) or any information required by the Court.

21 **3. Method of Direct Notice.** Subject to modification and approval by the Court,
22 Notice shall be provided to each identified Class Member as follows: (1) electronic notice shall
23 be provided to all previously identified potential Class Members for whom electronic address
24 information (i.e., e-mail addresses) is available; (2) direct notice by First Class Mail to all
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1 previously identified potential Class Members for whom an electronic address is not available or
2 for whom an email address is returned as undeliverable or for any potential Class Member who
3 requests to receive the Notice by mail.

4 a. **Notices Delivered by Mail.** To the extent that the Notice is delivered by
5 U.S. mail and if a new or additional address is identified, Defendants will provide Class
6 Counsel notice of said address.

7 b. **Notices Delivered by Electronic Communication.** With respect to any
8 notice transmitted by Class Counsel, the electronic communication will be entitled "Notice
9 of Settlement regarding Independent Contractor Misclassification Lawsuit," and will attach
10 a copy of (or if an attachment is not feasible, contain a link to) the Notice, and in the text
11 of the electronic communication will contain only the following statement:
12

13 • "Attached is important information about a settlement
14 regarding the settlement of an Independent Contractor
15 misclassification lawsuit that may affect your rights and pursuant to
16 which you may be entitled to additional payments if you are a Class
17 Member. Please read the attached court-ordered notice. You should
18 contact Class Counsel with questions. Their information is provided
19 in the attached Notice."
20

21 • Class Counsel will cause this electronic communication to be sent no later than 14
22 days after the Court grants the Preliminary Approval motion.

23 4. **Publication Notice.** Class Counsel will establish a dedicated website containing
24 the Class Notice and other information and documents about the Settlement. At a minimum, the
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1 settlement website will contain the Amended Complaint, this Settlement Agreement, the Class
2 Notice, the Order on Preliminary Approval (and Certification of the Class, if separate), Plaintiffs'
3 Motion for Attorneys' Fees & Reimbursement of Expenses (when filed), Plaintiffs' Motion for
4 Service Awards (when filed), the Plan of Allocation, any information or instructions about contact
5 information for Class Counsel, the Motion for Final Approval (when filed), date, time and location
6 of the Fairness Hearing, the Order on Final Approval (when entered), any other orders related to
7 approval of the Settlement and instructions for Class Members who failed to redeem checks to
8 obtain settlement monies. This publication website will not go live until the Class Counsel has
9 transmitted the Direct Notice to Class Members and will remain live until the time to claim
10 unclaimed funds has expired.

11
12 **5. Costs of Notice.** Class Counsel will bear all costs of providing the Notice to the
13 Class.

14 **6. Class Data.** Within ten (10) business days of the Court's Preliminary Approval
15 Order, Defendants shall, to the extent not already disclosed, provide Class Counsel with the
16 following contact information for each previously identified potential Class Member, to the extent
17 such information is reasonably available in Defendants' files: (1) a street mailing address; (2)
18 telephone number(s); and (3) e-mail address(es).

19
20 **7. Declaration Regarding Class Notice.** Within 30 days after the date on which
21 Notice is required to be sent, Class Counsel will file a declaration with the Court confirming that
22 the Notice and related information was sent in accordance with the Preliminary Approval Order.

23 **VI. SETTLEMENT CONSIDERATION**

24 **1. Cash Settlement Amount.** Defendants shall make an initial settlement payment
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SETTLEMENT AGREEMENT - 10

of \$100,000.00 (the "Initial Payment") into a bank account of Class Counsel's choosing and at Class Counsel's direction by not later than 30 days after final approval of the Settlement Agreement by the Court pursuant to Court Rule 23.

2. Remaining Balance and Monthly Payments. The settlement balance of \$150,000.00 shall be paid in 30 Monthly Payments and shall accrue interest at a rate of 8.5%, which shall accrue monthly thereafter. Each Monthly Payment shall be in the amount of \$5,567.67. The first Monthly Payment shall be made 30 days after the Initial Payment is made and each subsequent Monthly Payment shall be made every 30 days thereafter. The following amortization table shall control:

Payment:	Amount Paid:	Interest Paid:	Principal Paid:	Balance:
1	\$5,567.67	\$1,062.50	\$4,505.17	\$145,494.83
2	\$5,567.67	\$1,030.59	\$4,537.08	\$140,957.74
3	\$5,567.67	\$998.45	\$4,569.22	\$136,388.52
4	\$5,567.67	\$966.09	\$4,601.59	\$131,786.94
5	\$5,567.67	\$933.49	\$4,634.18	\$127,152.75
6	\$5,567.67	\$900.67	\$4,667.01	\$122,485.75
7	\$5,567.67	\$867.61	\$4,700.06	\$117,785.68
8	\$5,567.67	\$834.32	\$4,733.36	\$113,052.32
9	\$5,567.67	\$800.79	\$4,766.88	\$108,285.44
10	\$5,567.67	\$767.02	\$4,800.65	\$103,484.79
11	\$5,567.67	\$733.02	\$4,834.66	\$98,650.13
12	\$5,567.67	\$698.77	\$4,868.90	\$93,781.23
Year #1 End				
13	\$5,567.67	\$664.28	\$4,903.39	\$88,877.85
14	\$5,567.67	\$629.55	\$4,938.12	\$83,939.72
15	\$5,567.67	\$594.57	\$4,973.10	\$78,966.63
16	\$5,567.67	\$559.35	\$5,008.33	\$73,958.30
17	\$5,567.67	\$523.87	\$5,043.80	\$68,914.50

1	18	\$5,567.67	\$488.14	\$5,079.53	\$63,834.97
2	19	\$5,567.67	\$452.16	\$5,115.51	\$58,719.46
3	20	\$5,567.67	\$415.93	\$5,151.74	\$53,567.72
4	21	\$5,567.67	\$379.44	\$5,188.23	\$48,379.49
5	22	\$5,567.67	\$342.69	\$5,224.98	\$43,154.50
6	23	\$5,567.67	\$305.68	\$5,261.99	\$37,892.51
7	24	\$5,567.67	\$268.41	\$5,299.27	\$32,593.24
8	Year #2 End				
9	25	\$5,567.67	\$230.87	\$5,336.80	\$27,256.44
10	26	\$5,567.67	\$193.07	\$5,374.61	\$21,881.83
11	27	\$5,567.67	\$155.00	\$5,412.68	\$16,469.15
12	28	\$5,567.67	\$116.66	\$5,451.02	\$11,018.14
13	29	\$5,567.67	\$78.05	\$5,489.63	\$5,528.51
14	30	\$5,567.67	\$39.16	\$5,528.51	-\$0.00

VII. THE SETTLEMENT FUND

1. **Payment of the Settlement Fund.** The Settlement Fund will be deposited into an Escrow Account pursuant to an escrow deposit agreement between Class Counsel and an Escrow Agent.

2. **After the Effective Date.** After the Effective Date and until the Settlement Fund is distributed, the Escrow Agent will act only upon the direction of Class Counsel and/or the Court.

3. **Qualified Settlement Fund.** To the extent possible and at the earliest date possible, the Settlement Fund or any portion of it that qualifies as a Qualified Settlement Fund pursuant to Treas. Reg. § 1.468B-1 will be treated as a Qualified Settlement Fund for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1. At all times, the Settlement Fund will be administered by Class Counsel under the authority of the Court.

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VIII. DISTRIBUTIONS FROM THE SETTLEMENT FUND

1. **Payment of Attorneys' Fees, Expenses, and Service Awards:** Prior to distributing payments to the eligible Class Members who do not opt out, Class Counsel's attorneys' fees and costs awarded by the Court shall be paid from the Settlement Fund and any Service Awards awarded by the Court shall be paid from the Settlement Fund. Class Counsel may withdraw money from the Settlement Fund immediately after final approval to pay court-approved litigation costs and Ms. Hawk's service award if approved by the Court.

2. **Payment of Taxes or Costs:** Prior to distributing payments to the Class, Class Counsel will be entitled to establish a reserve within the Settlement Fund to pay any applicable taxes that are or will be owed (but not yet due) by the Settlement Fund, the Qualified Settlement Fund, or the Escrow Account and for any expenses related to payment of taxes and filing of returns.

3. **Distribution and Allocation of the Net Settlement Fund to Class Members.** After the payment of any Court approved attorneys' fees and expenses, service awards or other administrative expenses related to the Settlement (including any taxes) the amount remaining in the Settlement Fund ("the Net Settlement Fund") will be distributed to Class Members pursuant to a Court-approved Plan of Allocation.

4. **The Plan of Allocation.** Class Counsel will propose and submit to the Court a proposed Plan of Allocation as the method for allocating and distributing the Net Settlement Fund to the Class Members. Other than ensuring that the Plan of Allocation meets the requirements of this Settlement Agreement, Defendants will have no input into the Plan of Allocation. The Plan of Allocation is not a term of this Settlement, but instead is subject to approval and subject to modification by the Court. In the event that the Proposed Plan of Allocation is rejected or modified

1 by the Court or on appeal, such modification will not constitute a material modification of the
2 Settlement, will not void the Settlement, and will not provide a basis for either party to withdraw
3 from the Settlement.

4 **5. Distribution by Class Counsel.** After the Effective Date, Class Counsel will
5 distribute the Net Settlement Fund to Class Members consistent with the Court-approved Plan of
6 Allocation.

7 **6. Notification of Unredeemed Checks.** In the event that individual Class Members
8 fail to redeem/cash their respective settlement checks within 365 days after the checks are issued,
9 and the aggregate amount of unclaimed funds exceeds the amount it would cost to provide notice
10 and related administration, Class Counsel will re-issue the checks to those Class Members who
11 have not redeemed the check by first class mail directed to the Class Member's last known or
12 updated address along with a letter advising them that if the checks are not redeemed/cashed within
13 30 days, their share of the settlement monies will be claimed as attorneys' fees for Class Counsel.
14

15 **7. Final Disposition of Unclaimed Monies.** In the event that some Class Members
16 have still failed to redeem their checks after issuance of the Letter, the remaining amounts (minus
17 any administrative costs) will be returned to Class Counsel for attorneys' fees.
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19 IX. SETTLEMENT ADMINISTRATION

20 **1.** Class Counsel will undertake the following activities consistent with the terms of
21 this Settlement and the Court, and such other procedures required by the Court or jointly directed
22 by Class Counsel and Defendants:

- 23 a. Print and mail the Class Notice Packet to the Class Members in a manner
24 consistent with that directed by the Court and undertake a single trace and
25 re-mailing for all undeliverable Notice Packets.

- 1
- 2 b. Provide the Court and Defendants' Counsel with copies of all written
- 3 objections to Settlement Agreement.
- 4
- 5 c. Track the status of mailing and re-mailing of Notice Packets.
- 6
- 7 d. Maintain a website until the Court no longer exercises jurisdiction over this
- 8 Case.
- 9
- 10 e. File with the Court a declaration confirming compliance with the
- 11 procedures approved by the Court for providing notice to the Class.
- 12
- 13 f. Calculate the amounts to be allocated and distributed to the Class pursuant
- 14 to the Plan of Allocation and issue such payments consistent with the Plan
- 15 of Allocation.
- 16
- 17 g. Track the status of amounts to be disbursed to Class Members.
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- 19 h. File with the Court a declaration confirming compliance with the
- 20 procedures approved by the Court for making distributions from the
- 21 Settlement Fund to the Class.

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XI. ATTORNEYS' FEES AND EXPENSES, AND SERVICE AWARDS

1. Award of Class Counsel's Attorneys' Fees & Reimbursement of Expenses.

Within the time set by the Court and prior to the deadline for Class Members to object to the Settlement, Class Counsel will be entitled to file a request seeking an award of attorneys' fees and reimbursement of expenses and costs from the Settlement Fund, subject to the approval of and in an amount determined by the Court. Any award of attorneys' fees or reimbursement of expenses to Class Counsel will be paid out of the Settlement Fund in an amount determined by the Court.

2. Service Awards. Within the time set by the Court and prior to the deadline for

1 Class Members to object to the Settlement, Class Counsel will be entitled to file a motion seeking
2 a Service Award to be paid out of the Settlement Fund to the Class Representative in recognition
3 of the service that the Class Representative has performed on behalf of the Class and/or for
4 reimbursement of her time and expenses, subject to the approval of and in an amount to be
5 approved by the Court.

6 **3. Defendants' Non-Opposition.** Defendants will not take any position with respect
7 to Class Counsel's request for an award of attorneys' fees and reimbursement of expenses, and
8 Defendants will not take any position with respect to the request for Service Awards for the Class
9 Representative.

10 **4. Timing of Payment of Attorneys' Fees.** On the Effective Date of the Settlement
11 Agreement, Class Counsel will be entitled to a disbursement from the Settlement Fund equal to
12 the amount of attorneys' fees consistent with the Court's order granting Final Approval. In the
13 event that there is no appeal of the Final Approval of the Settlement Agreement, but an appeal
14 solely on the issue of the amount of attorneys' fees and expenses, within thirty (30) days of the
15 notice of appeal, Class Counsel will be entitled to a disbursement from the Settlement Fund of
16 such amount of the attorneys' fees and/or such amount of expenses/costs as to which there is no
17 objection.

18 **5. Timing and Payment of Service Award and Litigation Expenses.** Plaintiffs'
19 Counsel shall be authorized to withdraw money from the Escrow Account to pay service award
20 and litigation expenses within 30 days of the Final Approval hearing provided there is no appeal.

21 **6. Non-Materiality of Award of Attorneys' Fees And Expenses to Approval of**
22 **Settlement.** In the event that the Court refuses, in whole or in part, to grant an award of fees or

1 expenses or in the event that such award is rejected or modified on appeal, such refusal, rejection
2 or modification will not constitute a material modification of this Settlement Agreement, will not
3 void this Settlement Agreement and will not provide a basis for any party to withdraw from this
4 Settlement Agreement.

5 **7. Defendants' Attorneys' Fees & Expenses.** Defendants will bear their own
6 attorneys' fees, expenses and costs. No amount of the attorneys' fees, expenses or costs incurred
7 by Defendants in connection with this Action or this Settlement will be paid by or recouped from
8 the Class or Class Counsel.

9 **XII. PROCEDURES GOVERNING APPROVAL OF THIS SETTLEMENT**

10 **1. Preliminary Approval.** Within the time set by the Court, Class Counsel will
11 submit this Settlement Agreement and its Exhibits to the Court and shall file motions for
12 preliminary approval of the Settlement and approval of a plan for providing Notice to the Class
13 Members ("Motion for Preliminary Approval"). The Motion for Preliminary Approval shall be
14 accompanied by proposed Orders in a form to be agreed by the Parties that will, among other
15 things, do the following:
16

- 17 a. Approve the Notice of Proposed Class Action Settlement and Fairness Hearing and
18 Proposed Plan of Allocation.
- 19 b. Grant preliminary approval to the Settlement Agreement and its Exhibits;
- 20 c. Establish a date by which Notice will be provided to the Class Members and the
21 manner by which Notice will be provided pursuant to Rule 23 of the Washington
22 Rules of Civil Procedure.
- 23 d. Establish the date and procedure by which Class Members must opt-out of the Class
24 and the Settlement Agreement.
- 25 e. Establish a date and procedure by which Class Members who do not opt out may

1 submit objections or comments to the Settlement Agreement.

2 f. Approve the Plan of Allocation.

3 g. Establish a date for the fairness hearing at which time the Court will determine
4 whether the Settlement Agreement shall be granted final approval under
Washington Rule of Civil Procedure 23(e).

5 h. Establish a date for Class Counsel to move for final approval of the Settlement
6 Agreement, to move for an award of attorneys' fees and costs, and to move for a
service award for the Class Representative.

7 **2. Defendants' Non-Opposition.** Defendants will not oppose Plaintiff's motions for
8 preliminary approval of the Settlement Agreement so long as the motions correctly describe the
9 terms of the Settlement Agreement.
10

11 **3. Declaration Regarding Class Notice.** No later than thirty (30) days after the date
12 on which Notice is required to be provided, or another date established by the Court, Class Counsel
13 will file with the Court a declaration confirming that it has complied with the Notice procedures
14 in this Agreement as approved by the Court.

15 **4. Final Approval of the Settlement.** If the Court preliminarily approves this
16 Settlement and if no Party has exercised any right to withdraw from the Settlement as set forth in
17 this Agreement, Class Counsel will file a Final Approval Motion requesting that the Court finally
18 approve this Settlement Agreement pursuant to Rule 23 of the Washington Rules of Civil
19 Procedure. The Final Approval Motion will seek entry of a Final Approval Order in a form agreed-
20 upon by the Parties that will, among other things, do the following:
21

22 a. Order final approval of the Settlement set forth in this Settlement Agreement and
23 find that the Settlement is fair, reasonable and adequate pursuant to Rule 23(e) of
the Washington Rules of Civil Procedure;

24 b. Approve the Plan of Allocation
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- 1 c. Find that the Class Notice met the requirements of Rule 23(c)(2) of the Washington
2 Rules of Civil Procedure and due process;
- 3 d. Consistent with Rule 23(c)(3) of the Washington Rules of Civil Procedure specify
4 or describe those to whom Class Notice was directed and who have not requested
5 exclusion, and whom the court finds to be members of the class;
- 6 e. Dismiss the Action against Defendants with prejudice pursuant to Rule 41 and 23(e)
7 of the Washington Rules of Civil Procedure;
- 8 f. Enter Final Judgment approving the Settlement Agreement;
- 9 g. Determine Class Counsel's request for an award of attorneys' fees and expenses;
- 10 h. Determine the Class Representative's request for a service award;
- 11 i. Retain exclusive jurisdiction, without affecting the finality of the Order entered,
12 regarding (a) implementation of this Settlement Agreement; (b) disposition of the
13 Settlement Fund; and (c) enforcement and administration of this Settlement
14 Agreement;
- 15 j. Consistent with Rule 23(f)(1) of the Washington Rules for Civil Procedure, find
16 that the Settlement is not intended to create residual funds, but to the extent that
17 such funds do exist that Class Counsel will propose the distribution of such residual
18 funds consistent with Rule 23(f)(2) of the Washington Rules for Civil Procedure.

19 **5. Parties' Cooperation.** The Parties agree to take all actions necessary to obtain
20 approval of this Settlement Agreement consistent with their duties and obligations to their clients
21 and, as to Class Counsel, the Settlement Class.

22 XIII. RELEASE OF CLAIMS

23 **1. Release by Plaintiffs & the Class.** Upon the Effective Date of this Settlement
24 Agreement and conditioned upon the final approval of the Court, Plaintiffs and all other Class
25 Members (who do not submit a timely request to opt out of the Class) will dismiss and have
released Defendants from any and all claims arising out of the facts asserted in the Amended

1 After 48 hours have passed, Plaintiff shall be entitled to an ex parte entry of judgment for the
2 remaining balance.

3 **3. Effectiveness of Notice of Termination.** In the event that Class Counsel or
4 Defendants exercise any right to withdraw from the Settlement Agreement, such notice of
5 termination or withdrawal will become effective to void this Settlement unless the Parties reach
6 written agreement within forty-five (45) calendar days of the Notice of Termination or withdrawal
7 to modify the Settlement Agreement to resolve the issue.

8 **4. Effect of Termination or Withdrawal.** In the event that the Court refuses to grant
9 Final Approval, in the event that Final Approval is reversed on appeal, the Parties will return to
10 their respective positions in the Litigation on August 23, 2024.

12 **XV. MISCELLANEOUS PROVISIONS**

13 **1. No Party is the Drafter.** This Settlement Agreement is deemed to have been
14 drafted by all Parties, as a result of arm's-length negotiations among the Parties. Whereas all
15 Parties have contributed substantially and materially to this Settlement Agreement, it shall not be
16 construed more strictly against one Party than another.

17 **2. Headings.** The headings in this Settlement Agreement are used for purposes of
18 convenience and ease of reference only and are not meant to have any legal effect, nor are they
19 intended to influence the construction of this Settlement Agreement in any way.

20 **3. Governing Law.** All terms of this Settlement Agreement shall be governed by and
21 interpreted according to the laws of the State of Washington without regard to its rules of conflicts
22 of law and in accordance with the laws of the United States.

23 **4. Binding Effect.** This Settlement Agreement shall be binding upon, and inure to
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1 the benefit of, the successors, assigns, executors, administrators, heirs and legal representatives of
2 the Parties, provided, however, that no assignment by any Party shall operate to relieve such party
3 of its obligations hereunder.

4 **5. Counterparts.** This Settlement Agreement may be executed in one or more
5 original, photocopied, or facsimile counterparts. All executed counterparts and each of them shall
6 be deemed to be one and the same instrument.

7 **6. No Tax Advice.** No opinion or advice concerning the tax consequences of the
8 Settlement Agreement has been given or will be given by counsel involved in the Case to
9 Defendants, the Class, or the Class Representative, nor is any representation or warranty in this
10 regard made by or to anyone by virtue of this Settlement Agreement. The tax obligations of
11 Defendants, the Class, the Class Representatives, and Class Counsel, and the determination thereof
12 are the sole responsibility of each of them, and it is understood that the tax consequences may vary
13 depending on the particular circumstances of each member of the Settlement Class.

14 **7. Exhibits.** All of the Exhibits attached hereto and identified herein are hereby
15 incorporated by reference as though fully set forth herein.
16

17 **8. Modification.** This Settlement Agreement may be amended or modified only by
18 written instrument signed by, or on behalf of, Class Counsel on behalf of Plaintiffs and the Class
19 or by Defendants' counsel on behalf of Defendants.
20

21 **9. Entire Agreement.** This Settlement Agreement constitutes the entire agreement
22 among the Parties, and no representations, warranties or inducements have been made by or to any
23 Party concerning this Settlement Agreement or the Agreement in Principle, other than the
24 representations, warranties, and covenants contained and memorialized in such documents. In the
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1 event of any conflicts between this Settlement Agreement, the Agreement in Principle, or any other
2 document, this Settlement Agreement shall control.

3 **10. Waiver.** The waiver by one Party of any breach of this Settlement Agreement by
4 any other Party shall not be deemed a waiver of any other breach of this Settlement Agreement.
5 The provisions of this Settlement Agreement may not be waived except by a writing signed by the
6 affected Party, or counsel for that affected Party, or orally on the record in court proceedings.

7 **11. Fees & Expenses.** In addition to paying the expenses and costs set forth above,
8 Defendants shall bear their own attorneys' fees, costs, and expenses in this Case. Except as
9 provided in this Settlement Agreement, the Class and the Class Representative shall bear their own
10 attorneys' fees, costs, and expenses in this Case.
11

12 **12. Continuing Jurisdiction.** The Parties agree to submit to the jurisdiction of the
13 Court regarding any the terms of this Settlement Agreement, including disputes relating to
14 implementing and enforcing the Settlement embodied in this Settlement Agreement.

15 **13. Enforcement of the Settlement Agreement.** In the event that either party must
16 bring an action to enforce any term of this Settlement Agreement, the party bringing the action
17 will be entitled to attorneys' fees and expenses so long as that party prevails in whole or in part
18 and attempted to resolve the issue in good faith prior to filing the action.
19

20 **14. Authorization.** Each signatory to this Settlement Agreement represents that he,
21 she or it is authorized to enter into this Settlement Agreement on behalf of the respective Parties
22 he, she or it represents.

23 **15. Extensions of Time.** The Parties may agree to extent to extend any deadline
24 required by this Settlement Agreement that is not a deadline set by the Court. For any deadline set
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1 by the Court, the Parties may request any reasonable extension of time from the Court that might
2 be necessary to carry out any of the provisions of this Settlement Agreement.

3 **16. Calculation of Time.** References in this Settlement Agreement to time and mailing
4 shall be construed in the following manner. All time periods in this Settlement Agreement that
5 are stated in terms of days are calendar days. Unless otherwise specified in this Settlement
6 Agreement, a document shall be deemed timely if it is received, postmarked, or bears a similar
7 reliable verification of delivery before the expiration of the applicable period, or in the absence of
8 a legible postmark, if it is received by mail within three days of the expiration of the applicable
9 period. The first day counted shall be the day after the event from which the time period begins
10 to run and the last day of the period shall be included, unless it falls on a Saturday, Sunday, or
11 Federal holiday, in which case the time period shall be extended to include the next business day.

12
13 **17. Notice.** Whenever this Settlement Agreement provides for notice to be given to the
14 Parties, such notice shall be served on the Parties' respective counsel below at the address below
15 (unless the Party provides written notice otherwise).
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LUKINS & ANNIS, P.S.

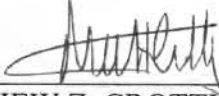
By



MICHAEL A. MAURER, WSBA #20230
COURT A. HALL, WSBA #54016
JARED DE GUZMAN, WSBA #61316
Attorneys for Defendants

RIVERSIDE NW LAW GROUP, PLLC

By



MATTHEW Z. CROTTY, WSBA #39284
CASEY M. BRUNER, WSBA #50168
Attorneys for Plaintiffs

EXHIBIT B

D

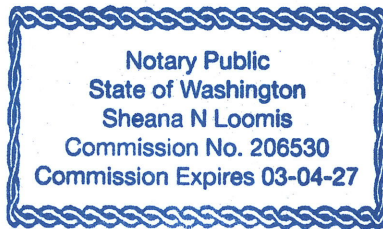
1 5. Dog Sciences, LLC, has no other assets available to satisfy a judgment or
2 settlement in a higher amount.

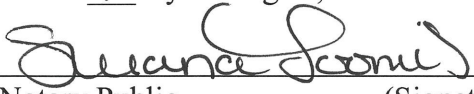
3
4 I certify under penalty of perjury under the laws of the State of Washington that the foregoing
5 is true and correct.

6 SIGNED THIS 4th day of ~~August~~ ^{Sept.}, 2024, at Spokane, Washington.

7
8 
9 _____
10 MARY DAVIES

11 SIGNED AND SWORN TO before me this 4th day of August, 2024.





Notary Public (Signature)
Sheana Loomis

(Print Name)

My appointment expires: 3/4/27

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SPOKANE

SAMANTHA LARSEN, AMELIA LYLE,
and VIRGINIA EDMONDS, all individually
and on behalf of all similarly situated,

Plaintiff,

v.

DOG SCIENCES, LLC dba UNLEASHED
ACADEMY; MARY DAVIES dba
DOGOLOGY NW,

Defendant.

NO. 23-2-03546-32

**DECLARATION OF MARY
DAVIES**

DOG SCIENCES, LLC

Third Party Plaintiff,

v.

JENNIFER ROSSEY,

Third Party Defendant.

MARY DAVIES, being first duly sworn on oath, deposes and says as follows:

1. I am over the age of 18 and competent to testify with regard to the matters contained herein. The following statements are based upon my own personal knowledge.

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PLAN OF ALLOCATION OF CLASS ACTION SETTLEMENT

1. The Settlement Fund & Authorized Claimants.

The “Settlement Fund” is the \$200,000 to be paid by ~~Liberty Mutual~~ on behalf of Defendants to Class Members for monetary relief, for attorney’s fees, costs, and disbursements, and for incentive awards to Class Representatives, and for costs of class administration of settlement. The “Net Settlement Fund” is \$200,000 minus any amounts deducted for attorney’s fees, expenses and costs, and incentive awards to Class Representatives. The Net Settlement Fund shall be distributed to “Authorized Claimants,” that is, those of the 186-member class set forth in Exhibit 1 to Exhibit B of the *Stipulated Motion for Preliminary Approval* (“Class Spreadsheet”), other than those who have opted out, who affirmatively submit a claim by postmarking their request to receive settlement proceeds by the date ordered by the Court, what is hereafter called a “Recognized Claim.”

2. Plan of Allocation.

Each Recognized Claim will be allocated a *pro rata* share of the entire Net Settlement Fund based on the amounts reported in the “Price” column of the Class Spreadsheet, where the “Price” represents the numerator and the sum of all Recognized Claim Prices represent the denominator.

3. Distributions.

Claimants with Recognized Claims shall receive their respective shares of the Net Settlement Fund after the last of the following has occurred: (1) the Court has finally approved the Settlement, and (2) Defendants have fully paid and funded the settlement of \$200,000.

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CLASS ACTION SETTLEMENT AND HEARING NOTICE

SPOKANE COUNTY SUPERIOR COURT

Case No. 23-2-03546-32

Larsen, et al. v. Dog Sciences, LLC d/b/a Unleashed Academy & Mary Davies d/b/a Dogology NW

You are receiving this notice as a member of the certified class in the case of *Larsen, et al. v. Dog Sciences, LLC, et al.*, Case No. 23-2-03546-32 (Spokane County Superior Court). The Court approved this notice. This is not a solicitation from a lawyer.

The lawsuit alleges that Defendants Dog Sciences, LLC d/b/a Unleashed Academy and Mary Davies d/b/a Dogology NW engaged in false advertising, used unconscionable contracts (e.g., limiting time to initiate a lawsuit, barring right to trial by jury, waiving implied warranties, forcing litigation in Spokane County, limiting damages to amount paid), and delivered illusory and misleading certifications of service animal performance (e.g., Service Dog Certification, Certificate of Dog Registration). The lawsuit asserts violations of the Washington Consumer Protection Act, fraud, breach of contract, breach of express warranty, breach of implied warranty, and unjust enrichment.

The Court has already determined that this lawsuit can proceed as a class action. The parties in this lawsuit have agreed to settle the case. Under the proposed Settlement, the Defendants have agreed to pay \$200,000.00.

The Court has preliminarily approved the Settlement. The Settlement will not become final unless and until the Court issues final approval after a hearing, which is current scheduled for ____.

PLEASE READ THIS NOTICE CAREFULLY. IF YOU ARE A MEMBER OF AT LEAST ONE OF THE CLASSES, THIS SETTLEMENT WILL AFFECT YOUR RIGHTS. THERE ARE IMPORTANT DEADLINES IN THIS CLASS NOTICE.

A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS	
SUBMIT A CLAIM	<p>If you are receiving this notice, you have been identified as a member of the class. If you submit a claim, you will receive the payment that you are entitled to receive under the Settlement based on the data available to Class Counsel.</p> <p>To submit a Claim, you need merely send a letter asking to partake in the Settlement as a Claimant postmarked no later than [DATE].</p>

ASK TO BE EXCLUDED	If you do not want to be included in the lawsuit, you must send a letter asking to be excluded postmarked no later than [DATE] and will not be bound by the outcome of the lawsuit or share in any money recovered in it. This is only applicable to individuals who did not receive a prior Notice of Class action. If you did not receive a prior Notice of Class action and did not opt out, you may not do so now.
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OBJECT	If you wish to object to the Settlement or the request for attorneys' fees and reimbursement of expenses, you must follow the directions in this notice and submit your objection by [DATE]. You may not both opt-out of the Settlement and object to the Settlement, because if you opt-out, the Settlement will not affect you.
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THESE RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH TO EXERCISE THEM, ARE EXPLAINED IN THIS NOTICE.

1. Why Did I Get This Notice?

You received this Notice because the Court in charge of this lawsuit has ordered that this Notice be sent to members of the Class and you were identified as a member of the class. The Court in charge of this case is the Spokane County Superior Court and the case is called *Larsen et al. v. Dog Sciences, LLC d/b/a Unleashed Academy and Mary Davies d/b/a Dogology NW*, Case No. 23-2-03546-32.

The purpose of this Notice is to inform you about this lawsuit, a proposed settlement, and your options of objecting to the settlement terms.

2. What Is This Lawsuit About?

Plaintiffs allege that Defendants violated the Washington Consumer Protection Act, and committed other contract and tort violations relative to falsely advertising credentials of “certified behaviorists” and “certified professional behaviorists” who would tailor-train service animals to the needs of the disabled handler; by using adhesive and unconscionable contracts attempting to shorten the statute of limitations to one year from date of contracting, to waiving the right to trial by jury, to waiving implied warranties, to forcing litigation in Spokane, Washington and to apply Washington law even though Defendants advertised nationwide, and capping recovery at the amount paid to Defendants; by giving unqualified (and later breached) warranties “certifying” the sold dogs as “service animals,” “psychiatric service animals,” or “autism service animals” through illusory *Service Dog Certifications* and *Certificates of Dog Registration*.

Defendants have denied the claims in this lawsuit.

The Court has not decided whether Defendants violated the law. By allowing the case to go forward as a class action and this Notice to be issued, the Court is not suggesting that Plaintiffs will win or lose.

3. What Is a Class Action?

In a class action, one or more people called class representatives (in this case, Suzanne Larsen, Amelia Lyle, and Virginia Edmonds) sue on behalf of people who have similar claims. If the Court “certifies” the class (i.e., approves the case for class treatment), the Court resolves the issues for all class members except for those who “exclude” themselves from the class (otherwise known as “opting out” of the class and the class action).

4. What has Happened in This Case?

In 2023, Plaintiffs Amelia Lyle, Virginia Edmonds, and Samantha Larsen filed two separate

actions against Dog Sciences, LLC and Mary Davies. On April 8, 2024, the Court consolidated the matters. Answers were filed with counterclaims against Lyle, Edmonds, and Larsen personally. On September 20, 2024, the Court certified the above-captioned action as a Class Action under the auspices of CR 23. On July 9, 2024, the Court granted Plaintiffs' motion for partial summary judgment to dismiss the Counterclaims and several affirmative defenses raised by the Defendants. On July 14, 2025, the Court granted Plaintiffs' second motion for partial summary judgment in favor of many aspects of the claims brought against Defendants.

For the last three years, the Parties engaged in discovery on both liability and damages. This discovery included several depositions, the retention of an expert, and the exchange of thousands of pages of discovery documents.

On November 5, 2025, insurance company Hartford Underwriters Insurance Company filed a *Complaint for Declaratory Relief* against Dog Sciences, LLC and Mary Davies, seeking a declaration from the federal court that there was no insurance coverage, nor duty to defend, nor duty to indemnify Dog Sciences, LLC and Mary Davies in this case, as well as in another class action case filed against them. The case is titled *Hartford Underwriters Insurance Company v. Dog Sciences LLC, et al.*, U.S. District Court for Eastern District of Washington Case No. 2:25-CV-441.

On December 15, 2025, the Parties engaged in a mediation before mediator Hon. Judge Bruce Heller (ret.). The mediation was unsuccessful.

On January 21, 2026, insurance company Ohio Security Insurance Company (Liberty Mutual) filed a *Complaint for Declaratory Judgment* against Dog Sciences, LLC, Mary Davies, Amelia Lyle, Virginia Edmonds, and Amanda Larsen, seeking a declaration from the federal court that there was no insurance coverage, nor duty to defend, nor duty to indemnify Dog Sciences, LLC and Mary Davies in this case. The case is titled *Ohio Security Insurance Company v. Dog Sciences LLC, et al.*, U.S. District Court for Eastern District of Washington Case No. 2:26CV-32. Class Counsel appeared to defend Lyle, Edmonds, and Larsen.

After several follow-up communications and conversations, the Parties reached an agreement as to the essential terms of a settlement and memorialized that understanding by email. As part of the settlement process Ms. Davies has signed a statement under oath affirming she has no other money than what has been offered to settle this case.

Unless otherwise stated herein, the Parties intend this Settlement Agreement to be a final and complete resolution of all Claims asserted in this Lawsuit. The Parties agree that the terms of the Settlement were negotiated in good faith at arm's length by the Parties and were reached voluntarily after consultation with competent legal counsel.

5. Who is in the Class in this Class Action and how do I know if I am a Class Member?

On September 20, 2024, the Court certified the above-captioned action as a Class Action under the auspices of CR 23. The Class is defined as follows: "All persons who entered into a contract or parted with any money to purchase a service dog or service puppy from Mary Davies d/b/a Dogology NW or Dog Sciences, LLC d/b/a Unleashed Academy between September 20, 2018 to

the final disposition of this action.”

Based on the data from Defendants, Class Counsel have identified approximately 186 Class Members who meet the definition. If you received this Notice in the mail (without requesting that the Notice be mailed to you), you are one of the members of the Class who has been identified.

THE LAWYERS REPRESENTING YOU AND THE CLASS

6. Do I Have a Lawyer in this Case?

Yes. The Court has appointed Adam P. Karp of Animal Law Offices, PLLC as Class Counsel. Unless you elect to exclude yourself from the lawsuit, you will be represented by Class Counsel in the litigation.

Although it is not necessary, you have the right, if you wish to do so, to retain your own attorney at your own expense.

If you have questions about the lawsuit, you may contact Class Counsel at the addresses below:

Animal Law Offices, PLLC
114 W. Magnolia St., Ste. 400-104
Bellingham, WA 98225
888.430.0001
adam@animal-lawyer.com

THE SETTLEMENT

7. Why is there a Settlement

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to the proposed Settlement to avoid a trial and to provide compensation to the Class Members. In deciding to settle the lawsuit, the Class Representatives and Class Counsel considered, among other things, (a) the strength of the Class’s claims as determined from a review of the law and an investigation of the facts; (b) the potential monetary recovery; (c) the expense and length of continued proceedings, including possible trial and post-trial proceedings and appeals, necessary to prosecute the lawsuit; (d) the risks arising from the existence of unresolved questions of law and fact; (e) the nature and strength of defenses asserted by and available to Defendants; and (f) the risks and uncertainties of continued class action litigation of this nature. The Class Representatives and Class Counsel believe that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Class.

If you are receiving this Notice, you are a member of the Class and would be subject to the terms of the Settlement.

8. THE PROPOSED SETTLEMENT – ESSENTIAL TERMS

Defendants are required to pay \$200,000.00 to compensate Class Members for the alleged false advertising claims and breach of contract related to marketing and sale of putative service puppies

and service animals.

At that point, the Net Settlement Fund (the Settlement Fund minus the costs and attorneys' fees, costs of litigation, costs of class action administration, and incentive awards to the class representatives Amelia Lyle, Virginia Edmonds, and Samantha Larsen, to be approved by the Court) shall be dispersed to the Class Members on a *pro rata* basis of each Class Member's individual damage compared to the whole damage of the Class, on a claims-made basis.

9. What am I giving up under this Settlement.

If the Court grants final approval of the Settlement and the Settlement becomes effective, then all Class Members will give up – in legal terms, release – their right to sue Defendants for any reason. The full details of the Release are contained in the *Stipulated Motion to Approve Preliminary Settlement*, which can be found on Class Counsel's web site at www.animal-lawyer.com.

10. What will the Class Representative get under the Settlement

The Class Representatives will receive Settlement awards calculated under the Plan of Allocation like every other Class Member. In addition, Class Counsel will ask the Court to award an incentive award to Plaintiff Amelia Lyle in the sum of \$25,000, to Plaintiff Virginia Edmonds in the sum of \$12,275, and to Plaintiff Samantha Larsen in the sum of \$21,000; each person will be able to also make a separate class member claim. The proposed incentive award recognizes the service that the Class Representatives provided, including appearing for depositions, responding to discovery, participating in mediation and settlement negotiations, and facing individual counterclaims brought against them through this litigation.

Under the Plan of Allocation (a copy of which is attached), the Class Members will get a percentage of the \$200,000 once the court approved attorneys' fees, costs, and incentive awards are deducted.

11. How will the lawyers be paid?

Class Counsel will ask the Court for an award from the Settlement Fund of attorneys' fees and expenses incurred during the litigation. Class Counsel will not seek fees exceeding one-third of the \$200,000 cash settlement fund, plus expenses. Class Counsel will be paid fees in an amount approved by the Court. These fees will pay Class Counsel for investigating the facts, litigating the case, and negotiating and implementing the settlement.

To date, Class Counsel has spent over 200 hours litigating the case which currently has a value of over \$110,000 (and Counsel will continue to incur time and expenses to finalize the settlement). Class Counsel and Plaintiffs have also advanced more than \$12,000 in expenses to litigate this case. The Court may award less than these requested amounts to Class Counsel. The Court will examine the request for fees and reimbursement of expenses of Class Counsel at the Fairness Hearing, as well as any objections to that request, and determine the amount of fees and expenses to award.

HOW TO PROCEED

12. What are my options?

After reviewing the terms of the proposed Settlement set forth in this Notice, you have three options. You must decide at this stage whether you want to make a claim, opt-out, or whether you want to object to the Settlement.

13. How do I tell the Court what I think about the Settlement?

The Court must assess the overall fairness and reasonableness of the Settlement to the Class. If you are a Class Member, then you can object to the Settlement if you do not like any part of it, and the Court will consider your views. To object to the Settlement and have your objection considered by the Court, you must submit a written objection to the Settlement which must be postmarked on or before [DATE]. Your objection needs to contain (1) your name, address, email(s), and telephone number(s) and an appearance on behalf of any counsel representing you (if any); (2) the title of the lawsuit, *Larsen, et al., v. Dog Sciences, LLC, et al.*, Case No. 23-2-03546-32 (Spokane County Superior Court); (3) a written statement of the grounds for your objection; (4) a statement of whether you intend to appear at the Final Approval Hearing, and, if you will appear through counsel, the identity of your counsel; and (5) your signature and the date.

Your objection must be sent to Class Counsel identified above. We will provide your complete responses to the Court.

OPTING OUT OF THE CLASSES

14. Can I opt out of the Class?

You only have a right to opt out of the class if you previously did not receive the prior Notice of Class Action. If you want to keep the right to sue or continue to sue any of the Defendants, then you should take steps to exclude yourself from this class action. This is called “opting out” of the class action. If you opt out, you will receive no benefits under the lawsuit. You will be able to assert your claim on your own, but Defendants will retain the right to assert any and all defenses to your claim, including the defense that your claim is untimely.

To opt out of the Classes, you must mail a written, signed statement that you are opting out of the class action to Class Counsel at:

Animal Law Offices, PLLC
114 W. Magnolia St., Ste. 400-104
Bellingham, WA 98225
888.430.0001
adam@animal-lawyer.com

Again, this may only be done for those who did not receive the prior Notice of Class Action. If you are receiving this Notice of Class Action, the prior one was mailed to you

previously.

THE COURT'S FAIRNESS HEARING

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing (called a Fairness Hearing) at ___ a.m./p.m. on [DATE], in the courtroom of the Honorable Annette Plese, at [___].

At the Fairness Hearing, the Court will determine whether the proposed Settlement is fair, reasonable, and adequate. If there are any objections, then the Court will consider them. The Court will also consider whether the motion of Class Counsel for an award of attorneys' fees and reimbursement of expenses should be approved, whether Plaintiff's motion for service award for the Class Representative should be approved, and whether, in accordance with the Settlement, a final order and judgment should be entered bringing the litigation to a conclusion.

16. Do I have to come to the Fairness Hearing?

No. Class Counsel and the Defendants' counsel will answer questions that the Judge may have. If you send an objection, then you do not have to come to Court to talk about it, but you are entitled to if you want to. As long as you mailed your written objection on time, the Court will consider it.

17. May I speak at the Fairness Hearing?

You may speak at the Fairness Hearing if the Court allows it. The Court may allow you to speak only if you have filed an objection. You may appear either in person or through a lawyer hired at your own expense. You may withdraw your objections at any time.

SETTLEMENT NOT YET FINAL

18. Can the Settlement Agreement be terminated?

If there is no final Court approval of the proposed Settlement in this case, or if Class Counsel or Defendants withdraw from the Settlement, or if the Settlement is not consummated for any other reason, the Settlement will become null and void, and the parties will resume their former positions in the lawsuits.

GETTING MORE INFORMATION

19. Where can I get more information on the Settlement?

This Notice summarizes the proposed Settlement. More details are in the *Stipulated Motion for Preliminary Approval*. You can get a copy of this and other relevant documents by visiting the case web site, www.animal-lawyer.com, or by contacting Class Counsel.