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

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

Plaintiffs,

vs.

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

Defendants,

**DOG SCIENCES, LLC**,

Third Party Plaintiff,

vs.

**JENNIFER ROSSEY**,

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**

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

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

**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 8/6/2026.

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 21, 2026 at 8:30 AM in Courtroom 301 of the  
19 Spokane County Superior Court, 1116 W. Broadway Ave., Spokane, WA 99260.

20 Dated this 5/8/2026.

21   
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**

ANIMAL LAW OFFICES, PLLC  
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adam@animal-lawyer.com

1   
2 Adam P. Karp, WSB 28622  
3 *Attorney for Plaintiffs*

4 BURGER, MEYER & D'ANGELO, LLP

5 See motion - approved on term  
6 Chantal Y. Peters, WSB 56800  
7 *Attorney for Defendants*

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

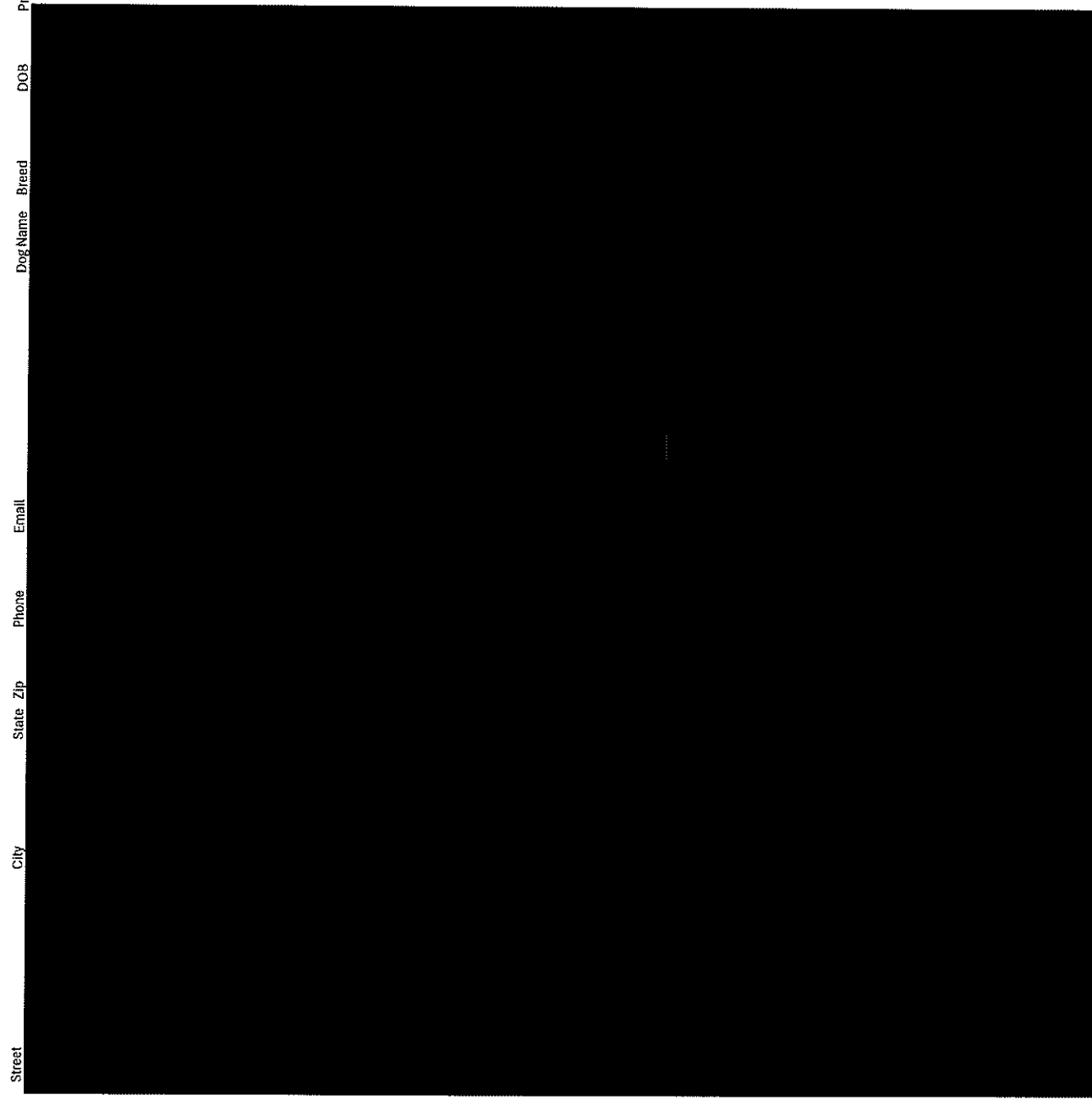
9 approved on Netra  
10 John Montgomery, WSBA No. 7485  
11 *Attorney for Third Party Defendant Rossey*

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**ORDER GRANTING AGREED  
MOTION FOR PRELIMINARY  
APPROVAL OF SETTLEMENT - 3**

**ANIMAL LAW OFFICES, PLLC**  
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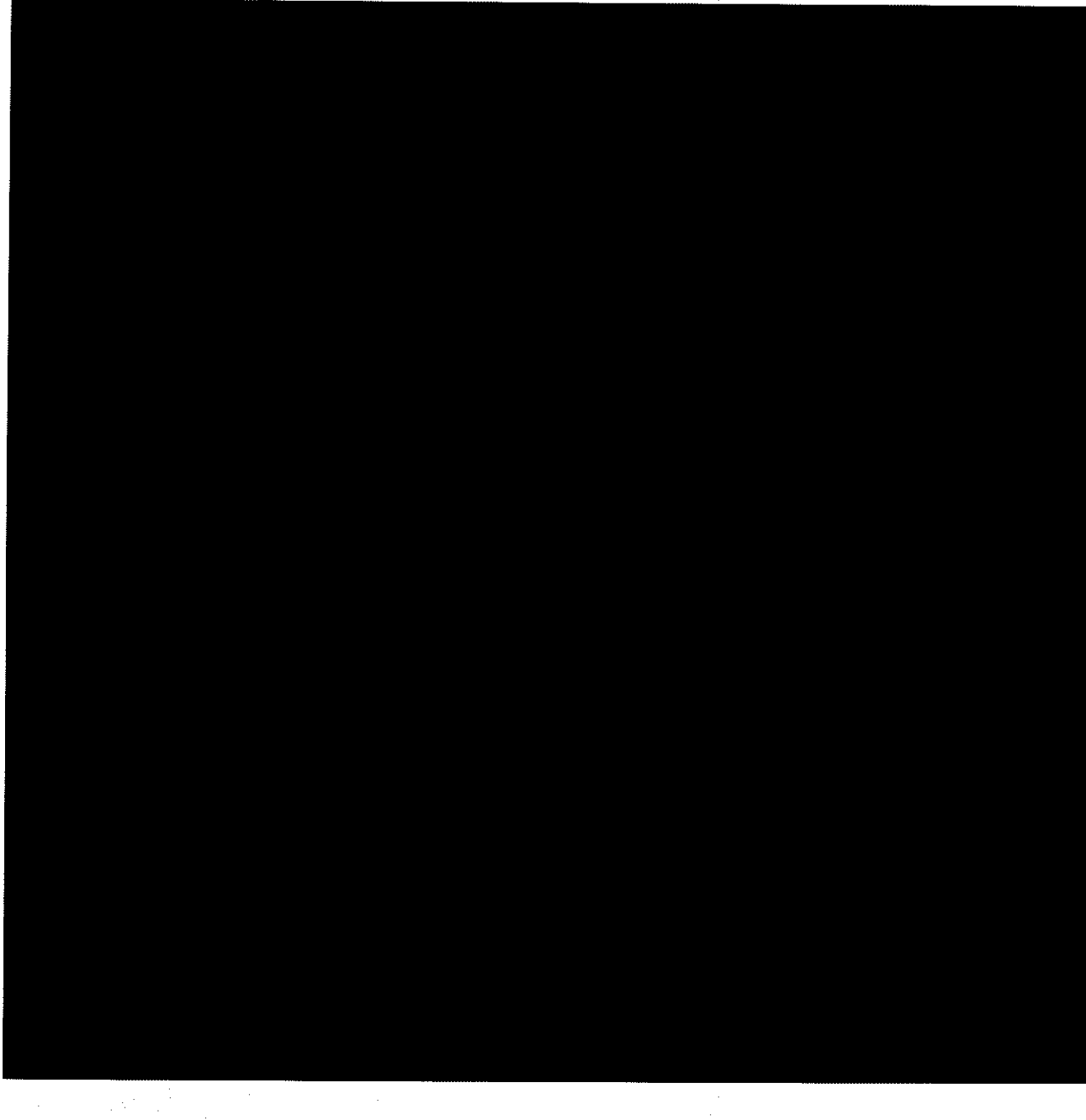
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First Name	Last name
Shelby	Gans
Natalie	Peterson
Virginia	Edmonds
Teressa	Durham
Mary Beth	Aldrich
Denise	Yancey
Megan	Susnls
Matt/Melissa	Hodson
Julie/Michael	Kopp
Rechet	Christiansen
Dania	Pearson
Dana	Merkley
Sara	Hedtund
Roxanne	White
Jenna	Tucher
Paul	Schnell
Shannon-Lea	Johnson
Jason	Schumacher
Charles	Lyons
Julieann	Parks
Dexter	Preugschat
John/Cheryl	Olsen
Midge	Steuber
Daniel/Kathryn	McMurray
Kathryn	Kindorf
Jessica	Bernstein
Carolyn	Scott
Susie	Serres
Lesya	Maddox
Carlie	Ivlin
Dave	Green
Melissa	Howard
Shannon	Jamison
Chelsea	Kau
Kelly/Caroline	Mott
Pat	Giorgetti
Sheri	Carney
Natalie	Soderquist
Dawn	Hill
Philipp	Wall
Chetsea/Jeremy	Holmes
Livia	Carlson
Don	Morrisette
Laura	Bruck
Michelle	Osterholm
Kate	Kitksey
Lindsay	Hatch
Saul	Cardona
Larry	Brown
Candice	Davis
Heather	Smith



Street	City	State	Zip	Phone	Email	Dog Name	Breed	DOB	Price	Contract Date	Grad Date
									\$9,600.00	11/26/2019	12/20/2019
									\$15,200.00	2/27/2019	2/27/2019
									\$7,850.00	7/5/2019	7/5/2019
									\$11,050.00	8/24/2019	10/1/2019
									\$10,800.00	2/15/2019	5/24/2019
									\$9,000.00	7/20/2019	8/20/2019
									\$7,800.00	8/12/2019	8/17/2019
									\$13,100.00	9/9/2019	11/9/2019
									\$7,500.00	7/27/2019	7/28/2019
									\$7,500.00	11/15/2019	12/10/2019
									\$7,500.00	4/6/2019	4/27/2019
									\$7,500.00	8/28/2019	8/28/2019
									\$10,500.00	11/6/2019	11/6/2019
									\$8,000.00	9/14/2019	10/5/2019
									\$7,800.00	11/20/2019	12/11/2019
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									\$16,500.00	4/10/2020	4/25/2020
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									\$17,500.00	4/9/2020	4/9/2020
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 Kathy/Donovan  
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 Janet  
 Ann  
 Ximena  
 William  
 Sarah  
 Suzanne  
 Denise  
 Teresa  
 Gary  
 Caroline  
 Antara  
 Erik  
 Michael  
 Daniel  
 William  
 Priscilla  
 Joseph  
 Kenneth/Ashley  
 Vivien  
 Celeste  
 Pheobe  
 Kathryn  
 Alexander/Melia  
 Jocelyn  
 Allison  
 Peter/Helen  
 Naomi  
 Alyssa  
 Katy/Jacob  
 Sandra  
 Mery  
 Robert/Shane  
 Rosalva/Nick  
 Anita  
 Rosemary  
 Rebekah  
 Kiri  
 Kenyona  
 Joyce  
 Denise  
 David  
 Jessica  
 Shritakha  
 Hannah  
 Janet  
 Betsy  
 Elaine



Giarnese  
 Anderson  
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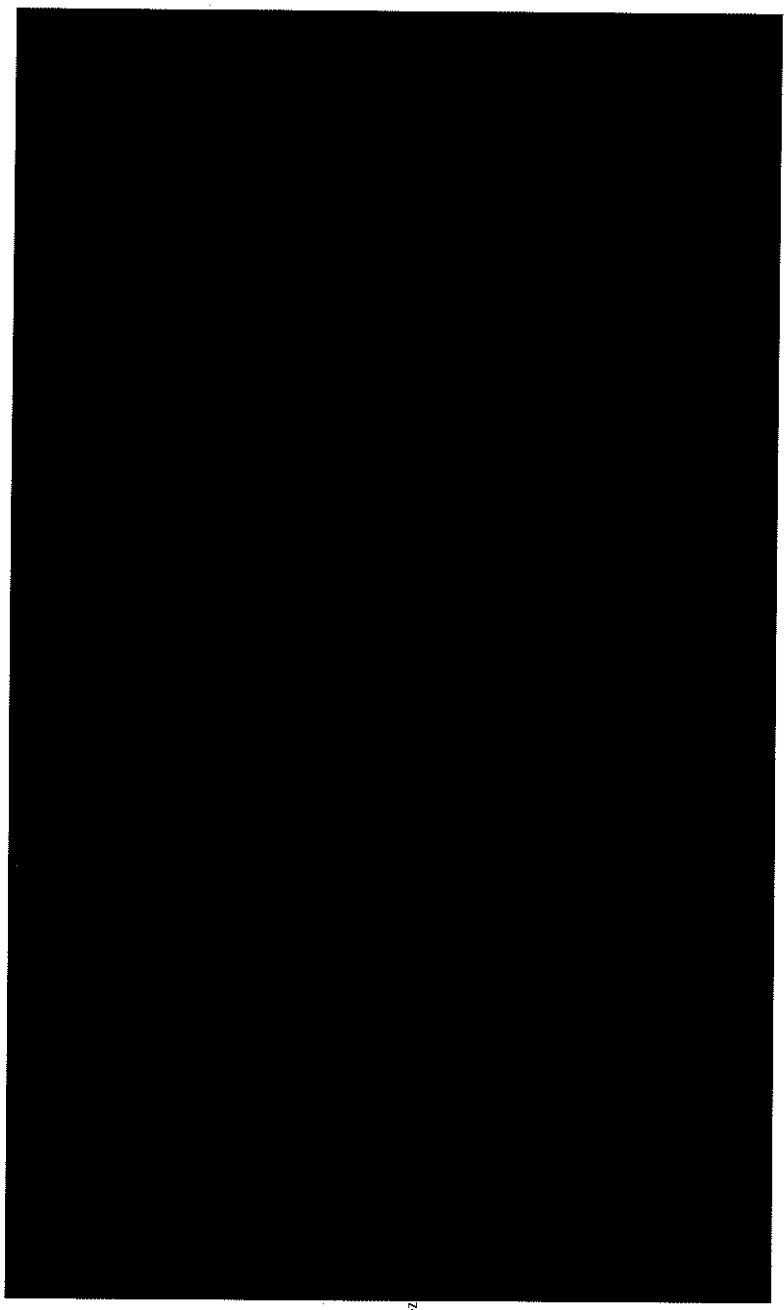
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 Rachel Orme  
 Gerardo Chirinos  
 Zachary Williams  
 Clarissa Stratton  
 Debra Hanna  
 Finegan Anna  
 Levitt Jennifer  
 Ruczynski Kacey  
 Gerard Debra  
 Lushhear Kara  
 Schuldenfrei Dawn  
 Bustamante Mawiyah  
 Michelle Sucrew  
 Jason Mendelson  
 Elaine Blackburn  
 Glenn Fessler  
 Kassie Fair  
 Angela Thomas  
 Janice Brunswick  
 Boyachenkova Anna  
 Gornley Alexis  
 Carla Menchini-Kreitz  
 Kenneth Ryan  
 Heide Elliott  
 Annetta Lyle  
 Winkler Jessica  
 Sara Ashton  
 Kimbartle James  
 Jared/Tiffany Perez  
 Tiffani Krest  
 Rebecca Girrell  
 Patrick Franklin  
 Samantha Larsen  
 Tori O'Doherty  
 Ann Dodds-Freirichs  
 Leigh/Tim Luck  
 Kevin Schmitt  
 Monica Oberstar  
 Jennifer Gray  
 Faith Fredin  
 Anna Stephens  
 Sean/Destiny Maddox  
 Mary Amanda Tierce  
 Rachel Radick  
 Jennifer Davis  
 Jeff Oldright  
 Amy Creamer  
 Meredith Rugani  
 Shelby Amanda Fowler

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Katherine/Antonio  
 Courtney  
 Jenifer  
 Anna  
 Allie/Eric  
 Adrienne  
 Diane/Ryan  
 April  
 Barbara  
 Rebecca  
 Zoe/Joseph  
 Judy & Paul  
 Julie  
 Karin  
 Alistair  
 Cara  
 Christine  
 Phoebe  
 Julie  
 Steven  
 Kenneth  
 Kyle & Nicole  
 Grace Anne  
 Larae  
 Cassandra  
 Amber  
 Kristy  
 Shannon  
 Christine  
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 Theodora  
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 Alvarado  
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 \$8,150.00 6/16/2019 7/5/2019

**B**

# 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 currently scheduled for **August 21, 2026 at 8:30 a.m.**

**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.**

SUPERIOR COURT OF SPOKANE COUNTY, WASHINGTON	
<b>SUBMIT A CLAIM</b>	<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 <b>July 10, 2026</b>.</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 **July 10, 2026** 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.

**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 **July 10, 2026**. 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.

**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

### 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](mailto:adam@animal-lawyer.com)

## THE SETTLEMENT

### What is the 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.

### 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 the 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](http://www.animal-lawyer.com).

**10. What will the Class Representatives 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](mailto: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 **8:30 a.m. on August 21, 2026**, in the courtroom of the Honorable Annette Plese, at **1116 W. Broadway Ave., Spokane, WA 99260**.

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](http://www.animal-lawyer.com), or by contacting Class Counsel.

1  
2 **PLAN OF ALLOCATION OF CLASS ACTION SETTLEMENT**

3 **1. The Settlement Fund & Authorized Claimants.**

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

14 **2. Plan of Allocation.**

15 Each Recognized Claim will be allocated a *pro rata* share of the entire Net Settlement Fund  
16 based on the amounts reported in the "Price" column of the Class Spreadsheet, where the "Price"  
17 represents the numerator and the sum of all Recognized Claim Prices represent the denominator.  
18

19 **3. Distributions.**

20 Claimants with Recognized Claims shall receive their respective shares of the Net Settlement  
21 Fund after the last of the following has occurred: (1) the Court has finally approved the Settlement,  
22 and (2) Defendants have fully paid and funded the settlement of \$200,000.  
23  
24  
25