UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

CATHY GOODMAN, et al.,

Civil Action No. 2:22-CV-2926-WJM-ESK

Plaintiffs,

v.

CIVIL ACTION

INTERVET INC. d/b/a MERCK ANIMAL HEALTH d/b/a HOME AGAIN,

Defendant.

Hon. William J. Martini, U.S.D.J. Hon. Cathy L. Waldor, U.S.M.J.

PLAINTIFFS' NOTICE OF MOTION AND UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

Plaintiffs Cathy Goodman, Matthew Inman, Dennis Canetty, Belinda Young, Ellen Berris, Gongjun Peng, Lyncia Sirmans, Kristi Schaller, Rachel Lesser, Kathryn Lyell, CJ Ferry, Lydia Gomez, Larhonda Majied, Amy Crawford, Gail Hes, Carolyn Shepardson, Erin Radcliffe, Alison Barnum, and Kimberly Amacher, ("Plaintiffs"), on behalf of themselves and the proposed Settlement Class, by and through their counsel, respectfully move for an order:

- Granting preliminary approval of the Settlement Agreement and Release (the "Agreement") entered into with Defendant Intervet Inc. d/b/a Merck Animal Health d/b/a Home Again ("Home Again"), finding the terms to be within the range of being fair, adequate, and reasonable;
- Provisionally certifying the Settlement Class pursuant to Federal Rules of Civil Procedure 23(a) and(b)(3) for settlement purposes only;

- Appointing the law firms of KalielGold PLLC, Shamis & Gentile, P.A., Edelsberg Law, P.A., and Dapeer Law, P.A. as Class Counsel;
- Approving the Claim Form, the form and content of the Notice, and directing that Notice of the proposed settlement be given to the Settlement Class by the Settlement Administrator;
- Establishing deadlines for members of the Settlement Class to file claims, to object to, or to exclude themselves from the settlement; and
- Setting a Final Approval Hearing Date for 150 days after entry of order granting Preliminary Approval or when convenient for the Court.

Defendant does not oppose this Motion.

The Parties' Settlement Agreement and Release is attached hereto as Exhibit 1.

The grounds for this Motion are set forth in the accompanying Memorandum of Law.

Dated: August 8, 2024 /s/ Rachel Dapeer

Rachel Dapeer

DAPEER LAW, P.A.

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Andrew J. Shamis (pro hac vice to be filed) Edwin E. Elliott (admitted pro hac vice)

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Counsel for Plaintiffs and the Proposed Settlement Class

EXHIBIT 1

UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

CATHY GOODMAN, et. al., on behalf of herself and all others similarly situated,

Plaintiffs,

V.

INTERVET, INC. d/b/a MERCK ANIMAL HEALTH d/b/a HOME AGAIN,

Defendant.

Civil Action No. 2:22-cv-02926-WJM-CLW

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into, subject to Court approval as required herein and under Federal Rule of Civil Procedure 23, as of this 7th day of August 2024 to be effective on the Effective Date, by and between Plaintiffs, on behalf of themselves and as proposed class representatives in the Action, by and through Class Counsel, and Defendant.

RECITALS

WHEREAS, on May 19, 2022, Cathy Goodman filed a Complaint in the above action ("the Action") and some or all Plaintiffs have filed several amended Complaints in this Action, with the Third Amended Complaint as the most recent as of the time this Agreement is filed with the Court;

WHEREAS, Plaintiffs allege on behalf of themselves and the Settlement Class that Defendant Intervet Inc. d/b/a Merck Animal Health ("Defendant") made alleged

misrepresentations and omissions regarding its HomeAgain membership or premium service. The lawsuit does not allege that the micro-chips are unsafe or ineffective or that HomeAgain's pet recovery services are ineffective;

WHEREAS, Defendant has denied, and continues to deny, that it made any such misrepresentations or omissions or otherwise engaged in any deceptive or unlawful conduct of any kind and believes that the claims asserted against it in the Action are without merit;

WHEREAS, the Court has concluded that the New Jersey Consumer Fraud Act cannot apply to the claims of non-New Jersey residents and, as a result, Plaintiffs no longer seek certification of a nationwide class in the Action;

WHEREAS, the Court dismissed Plaintiffs' claims for injunctive relief and also dismissed certain claims based on particular categories of alleged misrepresentations and/or omissions;

WHEREAS, the Parties have engaged in extensive arms-length settlement negotiations, including an in-person mediation before the Honorable Diane M. Welsh (Ret.) in December 2023;

WHEREAS, Plaintiffs and Class Counsel have concluded, after extensive factual examination and investigation and after careful consideration of the circumstances, including the claims asserted by Plaintiffs and the possible legal and factual defenses thereto – both on the merits and to any motion(s) for class certification, that it would be in Plaintiffs and the Settlement Class' best interests to enter into this Agreement to avoid the uncertainties, burdens, risks, and delays inherent in litigation and subsequent appeals and to assure that the substantial benefits reflected in this Agreement are obtained for the Settlement Class in an expeditious manner; and, further, that this Agreement is fair, reasonable, and adequate and in the bests interests of Plaintiffs and the Settlement Class; and

WHEREAS, Defendant believes that it has strong defenses to the claims asserted against it in the Action on the merits and also to any attempt at class certification for those claims, but it has agreed to enter into this Agreement to reduce and avoid the further expense, burden, risks, and inconveniences of protracted litigation and subsequent appeals and to resolve finally and completely Plaintiffs and Settlement Class Members' claims on the terms set forth in this Agreement;

NOW, THEREFORE, subject to the Court's approval as required herein and under Federal Rule of Civil Procedure 23, and in consideration of the mutual promises set forth below, the Parties agree as follows:

I. <u>DEFINITIONS</u>

- 1. "Action" shall mean the litigation captioned above *Goodman, et. al. v. Intervet Inc.*, Civil Action No. 2:22-cv-02926-WJM-CLW in the United States District Court for the District of New Jersey.
- 2. "Claims Deadline" means the final time and date by which a Claim Form must be postmarked or received by the Settlement Administrator in order for an eligible Settlement Class Member to be entitled to an Individual Payment (defined in §IV herein). The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form. The Parties agree that the Claims Deadline will be 90 days following the Notice Date.
- 3. "Claim Form" means the document attached hereto as **Exhibit A**, pursuant to which eligible Settlement Class Members can seek an Individual Payment.
- 4. "Claim Period" means the time period from the Notice Date through the Claims Deadline, which is the time period that Settlement Class Members will have to submit a Claim Form.

- 5. "Class Counsel" means Sophia Gold of KalielGold PLLC; Edwin E. Elliott and Andrew J. Shamis of Shamis & Gentile, P.A.; Scott Edelsberg of Edelsberg Law, P.A.; and Rachel Dapeer of Dapeer Law, P.A.
 - 6. "Class Representatives" means the Plaintiffs in the Action.
- 7. "Court" means the United States District Court for the District of New Jersey and the Judge assigned to the Action.
 - 8. "Defendant" or "MAH" means Intervet Inc. d/b/a Merck Animal Health.
- 9. "Defense Counsel" or "Defendant's Counsel" means the law firm of McCarter & English LLP.
- 10. "Effective Date" means the date on which the Final Order and Judgment (defined below) in the Action becomes "Final." As used in this Agreement, "Final" means ten (10) business days after all of the following conditions have been satisfied:
 - a. the Final Order and Judgment has been entered; and
- b. (i) if reconsideration, post-judgment motion and/or appellate review is not sought from the Final Order and Judgment, the expiration of the time for the filing or noticing of any motion for reconsideration, appeal, petition, and/or writ; or
- (ii) if reconsideration, post-judgment motion and/or appellate review is sought from the Final Order and Judgment, then: (A) the date that is ten (10) business days after the date on which the Final Order and Judgment is affirmed and is no longer subject to review, or (B) the date on which the motion for reconsideration, post-judgment motion, appeal, petition, or writ is dismissed or denied and the Final Order and Judgment is no longer subject to judicial review, provided that such motion, appeal, petition or writ shall have been finally determined in a manner permitting the consummation of the Settlement in accordance with the terms of this Agreement.

- 11. "Escrow Account" means the separate, interest-bearing escrow account to be established by the Settlement Administrator under a written contract between Defendant, Class Counsel and the Settlement Administrator that is acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation or a federally insured credit union insured by the National Credit Union Share Insurance Fund. The Escrow Account shall be maintained by the Settlement Administrator. Neither Defendant nor Defendant's Counsel shall have any responsibility for supervising, managing or controlling the Escrow Account. Defendant and Defendant's Counsel shall face no liability arising out of any matters relating in any way to the Escrow Account and the written contract between Defendant, Class Counsel and the Settlement Administrator will provide for full indemnification and defense of Defendant and Defendant's Counsel for any matters relating in any way to the Escrow Account.
- 12. "Fairness Hearing" or "Final Approval Hearing" means the hearing before the Court that is to take place after the entry of the Preliminary Approval Order and after the Notice Date for purposes of: (a) entering the Final Order and Judgment and dismissing the Action with prejudice; and (b) determining whether the Settlement should be finally approved as fair, reasonable, adequate and in the best interests of the Settlement Class Members.
- 13. "Final Order and Judgment" means an order fully and finally approving the Settlement and dismissing the Action with prejudice, substantially in the form attached hereto as **Exhibit H**.
- 14. "Notice" means collectively the notices of this proposed Settlement, substantially in the form attached hereto as **Exhibits B, C, D, E,** and **F**.

- 15. "Notice Date" means the date by which the Notice attached as **Exhibit B** must be initially e-mailed to members of the Settlement Class. The Parties agree that the Notice Date shall be forty-five (45) days after entry of the Preliminary Approval Order.
- 16. "Plaintiffs" means Cathy Goodman, Matthew Inman, Dennis Canetty, Belinda Young, Ellen Berris, Gongjun Peng, Lyncia Sirmans, Kristi Schaller, Rachel Lesser, Kathryn Lyell, CJ Ferry, Lydia Gomez, Larhonda Majied, Amy Crawford, Gail Hes, Carolyn Shepardson, Erin Radcliffe, Alison Barnum, and Kimberly Amacher.
- 17. "Preliminary Approval Order" means the order preliminarily approving the Settlement, conditionally certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, substantially in the form attached hereto as **Exhibit G**.
- 18. "Objection Deadline" means the date by which a written objection to this Settlement Agreement must be filed with the Court and served upon Class Counsel, Defendant's Counsel and the Settlement Administrator as agreed upon by the Parties and ordered by the Court. The Parties agree that the Objection Deadline will be 45 days before the Final Approval Hearing.
- 19. "Exclusion Deadline" means the date by which a request for exclusion must be post-marked by a member of the Settlement Class as agreed upon by the Parties and ordered by the Court. The Parties agree that the Exclusion Deadline shall be 60 days after the Notice Date.

20. "Released Claims"

a. "Released Claims" means and includes any and all claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims (as described in §VII(2) below) as of the Effective Date by all Plaintiffs and all Settlement Class Members (and Plaintiffs and Settlement Class Members' respective heirs,

executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-ininterest, and assigns) that:

- (i) were brought or that could have been brought against the Released Parties (as hereinafter defined), or any of them, and that arise out of or are related in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were or could have been directly or indirectly alleged or referred to in the Action (including but not limited to alleged violations of state consumer protection, unfair competition, and/or false or deceptive advertising statutes; breach of contract; breach of express or implied warranty; fraud; unjust enrichment, restitution; declaratory or injunctive relief, and other equitable claims or claims sounding in contract and tort); and
- (ii) relate in any way to Defendant's statements or omissions about the HomeAgain premium or membership service or the HomeAgain basic service or recovery database.
- b. The Parties intend for the term "Released Claims" to be construed as broadly as possible and permitted by law.

21. "Released Parties" means:

- a. Defendant and each of its employees, assigns, attorneys, agents, and all of its past, present, and future officers and directors;
- b. All of Defendant's parents, subsidiaries, divisions, affiliates, predecessors, and successors, including without limitation Merck & Co., Inc., and each of their respective employees, assigns, attorneys, agents, resellers and past, present and future officers and directors; and
- c. Any and all persons, entities, or corporations involved in any way in the operation, marketing or advertisement of Defendant's HomeAgain program.

- 22. "Releasing Parties" means Plaintiffs and all Settlement Class Members, and each of their predecessors, successors, assigns, heirs, or executors.
 - 23. "Settlement" means the settlement embodied in this Agreement.
- 24. "Settlement Administration Expenses" means the expenses incurred by the Settlement Administrator in distributing the Notice, processing claims, responding to inquiries from members of the Settlement Class, distributing payments for approved claims, administering the Settlement and related services.
- 25. "Settlement Administrator" means the qualified third party selected by the Parties and approved by the Court in the Preliminary Approval Order to administer the Settlement, including distributing the Notice and receiving Claim Forms. The parties agree to recommend that the Court appoint Angeion Group, LLC ("Angeion") as Settlement Administrator.
- 26. "Settlement Class" means all persons or entities who are members of any of the "Statewide Settlement Classes." Excluded from the Settlement Class are all persons who are employees, directors, officers, and agents of Defendant or its parents, subsidiaries or affiliated companies, as well as the Court and its immediate family and staff.
 - 27. "Statewide Settlement Classes" means:
- a. All residents of Alabama who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and entry of the Preliminary Approval Order;
- b. All residents of Alaska who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and entry of the Preliminary Approval Order;
- c. All residents of Arizona who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and entry of the Preliminary Approval Order;

- d. All residents of Arkansas who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and entry of the Preliminary Approval Order;
- e. All residents of California who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and entry of the Preliminary Approval Order;
- f. All residents of Colorado who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and entry of the Preliminary Approval Order;
- g. All residents of Connecticut who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and entry of the Preliminary Approval Order;
- h. All residents of Delaware who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and entry of the Preliminary Approval Order;
- i. All residents of the District of Columbia who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and entry of the Preliminary Approval Order;
- j. All residents of Florida who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and entry of the Preliminary Approval Order;
- k. All residents of Georgia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and entry of the Preliminary Approval Order;
- l. All residents of Hawaii who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and entry of the Preliminary Approval Order;
- m. All residents of Idaho who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and entry of the Preliminary Approval Order;
- n. All residents of Illinois who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and entry of the Preliminary Approval Order;

- o. All residents of Indiana who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and entry of the Preliminary Approval Order;
- p. All residents of Iowa who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and entry of the Preliminary Approval Order;
- q. All residents of Kansas who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and entry of the Preliminary Approval Order;
- r. All residents of Kentucky who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and entry of the Preliminary Approval Order;
- s. All residents of Louisiana who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and entry of the Preliminary Approval Order;
- t. All residents of Maine who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and entry of the Preliminary Approval Order;
- u. All residents of Maryland who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and entry of the Preliminary Approval Order;
- v. All residents of Massachusetts who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and entry of the Preliminary Approval Order;
- w. All residents of Michigan who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and entry of the Preliminary Approval Order;
- x. All residents of Minnesota who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and entry of the Preliminary Approval Order;
- y. All residents of Mississippi who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and entry of the Preliminary Approval Order;

- z. All residents of Missouri who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and entry of the Preliminary Approval Order;
- aa. All residents of Montana who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and entry of the Preliminary Approval Order;
- bb. All residents of Nebraska who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and entry of the Preliminary Approval Order;
- cc. All residents of Nevada who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and entry of the Preliminary Approval Order;
- dd. All residents of New Hampshire who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and entry of the Preliminary Approval Order;
- ee. All residents of New Jersey who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and entry of the Preliminary Approval Order;
- ff. All residents of New Mexico who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and entry of the Preliminary Approval Order;
- gg. All residents of New York who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and entry of the Preliminary Approval Order;
- hh. All residents of North Carolina who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and entry of the Preliminary Approval Order;
- ii. All residents of North Dakota who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and entry of the Preliminary Approval Order;
- jj. All residents of Ohio who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and entry of the Preliminary Approval Order;

- kk. All residents of Oklahoma who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and entry of the Preliminary Approval Order;
- ll. All residents of Oregon who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and entry of the Preliminary Approval Order;
- mm. All residents of Pennsylvania who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and entry of the Preliminary Approval Order;
- nn. All residents of Rhode Island who paid Defendant for a HomeAgain premium service membership between May 19, 2012, and entry of the Preliminary Approval Order;
- oo. All residents of South Carolina who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and entry of the Preliminary Approval Order;
- pp. All residents of South Dakota who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and entry of the Preliminary Approval Order;
- qq. All residents of Tennessee who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and entry of the Preliminary Approval Order;
- rr. All residents of Texas who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and entry of the Preliminary Approval Order;
- ss. All residents of Utah who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and entry of the Preliminary Approval Order;
- tt. All residents of Vermont who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and entry of the Preliminary Approval Order;
- uu. All residents of Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and entry of the Preliminary Approval Order;

- vv. All residents of Washington who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and entry of the Preliminary Approval Order;
- ww. All residents of West Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and entry of the Preliminary Approval Order;
- xx. All residents of Wisconsin who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and entry of the Preliminary Approval Order; and
- yy. All residents of Wyoming who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and entry of the Preliminary Approval Order.
- 28. "Settlement Class Member(s)" means any member of the Settlement Class who does not elect exclusion or opt out from the Settlement Class pursuant to the terms and conditions for exclusion set out in this Agreement and the Notice and as ordered by the Court.
- 29. "Settlement Fund" or "Settlement Payment" means the non-reversionary cash fund that shall be established by or on behalf of Defendant in the total amount of three million five hundred thousand dollars (\$3,500,000.00 USD) to be deposited into the Escrow Account, according to the schedule and under the terms set forth herein, plus all interest earned thereon, and as further described in \$II(B)(1) herein. From the Settlement Payment, the Settlement Administrator shall pay all approved Claims made by Settlement Class Members, Settlement Administration Expenses, any incentive/stipend awards to the Class Representatives, and any fee award to Class Counsel. The Settlement Payment shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as all payments required under this Agreement are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Payment and the

payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of Defendant's monetary obligations under this Agreement. In no event shall Defendant's total monetary obligation with respect to this Agreement or the matters released herein exceed three million five hundred thousand dollars (\$3,500,000.00 USD).

II. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR REVIEW

- 1. As soon as reasonably practicable following full execution of this Agreement by all Parties, and on a date that is mutually agreeable to all Parties, Plaintiffs and Class Counsel shall apply to the Court for entry of the Preliminary Approval Order (substantially in the form attached as **Exhibit G**), for the purpose of, among other things:
- a. Finding that the requirements for provisional certification of the Settlement Class have been satisfied, appointing Plaintiffs as the representatives of the Settlement Class, and Class Counsel as counsel for the Settlement Class, and preliminarily approving the Settlement as being within the range of reasonableness such that the Notice should be provided to the Settlement Class pursuant to this Agreement;
- b. Approving the Notice, substantially in the form set forth at **Exhibits B, C, D, E,** and **F**, and finding that the Notice constitutes due, adequate, and sufficient notice to the Settlement Class and fully satisfies the requirements of Due Process and the Federal Rules of Civil Procedure;
- c. Scheduling the Final Approval Hearing for not earlier than 120 days following the entry of the Preliminary Approval Order, or on such later date as is practicable given the Court's calendar, to determine whether the Settlement should be finally approved as fair, reasonable, adequate and in the best interests of the Settlement Class, and to determine whether the Final Order and Judgment should be entered dismissing the Action with prejudice;

- d. Preliminarily approving the form of the Final Order and Judgment;
- e. Directing that the Settlement Administrator provide notice of the Settlement by e-mailing, on or before the Notice Date as specified in the Preliminary Approval Order, a Notice substantially in the form attached as **Exhibit B** hereto, to the last known e-mail addresses of members of the Settlement Class to the extent such e-mail address information exists in Defendant's HomeAgain customer database ("Database") and are valid e-mail addresses;
- f. Providing that Settlement Class Members will have until the Claims

 Deadline to submit Claim Forms;
- g. Providing that any objections by any Settlement Class Member to the certification of the Settlement Class and the proposed Settlement contained in this Agreement, and/or the entry of the Final Order and Judgment, shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Final Approval Hearing only if, on or before the date(s) specified in the Notice and Preliminary Approval Order, such objector files with the Court a notice of the objector's intention to appear, and otherwise complies with the requirements in §XIII(1–6) of this Agreement;
- h. Establishing dates by which the Parties shall file and serve all papers in support of the application for final approval of the Settlement and/or in response to any valid and timely objections;
- i. Providing that all members of the Settlement Class will be bound by the Final Order and Judgment dismissing the Action with prejudice unless such members of the Settlement Class timely submit valid written requests for exclusion or opt out in accordance with this Agreement and the Notice;

- j. Providing that members of the Settlement Class wishing to exclude themselves from the Settlement will have until the Exclusion Deadline specified in the Notice and the Preliminary Approval Order to submit a valid written request for exclusion or opt out to the Settlement Administrator;
- k. Providing a procedure for requesting exclusion or opt out from the Settlement;
- Pending the Final Approval Hearing, staying all proceedings in the Action,
 other than proceedings necessary to carry out or enforce the terms and conditions of this
 Agreement and the Preliminary Approval Order; and
- m. Pending the Final Approval Hearing, enjoining Plaintiffs and Settlement Class Members, or any of them, from commencing or prosecuting, either directly or indirectly, any action asserting any of the Released Claims.
- 2. At the same time Plaintiffs and Class Counsel apply to the Court for entry of the Preliminary Approval Order, they shall file a Third Amended Complaint with Defendant's consent for the sole purpose of adding those Plaintiffs to the Action who were not already named plaintiffs in the Second Amended Complaint.
- 3. Defendant consents to the entry of the Preliminary Approval Order and the filing of the Third Amended Complaint solely for the purpose of effectuating the Settlement and for no other reason. In the event this Agreement is terminated pursuant to its terms, or the Effective Date for any reason does not occur, the Third Amended Complaint and any Preliminary Approval Order entered by the Court shall be automatically vacated upon notice of the same to the Court and the Action will return to the procedural status quo that existed prior to the execution of this Agreement.

- 4. Following entry of the Preliminary Approval Order, the Notice shall be given by the Settlement Administrator in the manner directed and approved by the Court.
- 5. The Parties agree that the notice plan contemplated by this Agreement is valid and effective, that it provides reasonable notice to the Settlement Class and that it represents the best practicable notice under the circumstances.

III. THE SETTLEMENT CONSIDERATION

A. <u>Injunctive Relief.</u>

- 1. Subject to the exceptions provided in § III(A)(2) below, not later than 90 business days after the Effective Date, Defendant will, to the extent necessary, revise all materials visible to either actual or potential HomeAgain customers that describe the HomeAgain membership or premium service, including Defendant's HomeAgain website and the Check Your Status tool and FAQs contained therein, to include at least one of the following disclosures:
- a. "If you choose not to renew your membership benefits, your pet's recovery information remains in the HomeAgain Recovery Database and you have the ability to maintain and update your profile;" or
- b. "If you choose not to renew your membership benefits, your pet's recovery information remains in the HomeAgain Recovery Database and you have the ability to maintain and update your profile for free;" or
- c. "In case you didn't know . . . Your pet's microchip number and your contact information will remain in the HomeAgain Recovery Database forever. You can update your contact information at HomeAgain.com at any time for free;" or

- d. "Upon initial registration your pet's microchip ID is permanently registered in the HomeAgain National Pet Recovery Database. Free unlimited updates can be made online or by phone to your pet's profile and your contact information;" or
- e. In a footnote to a reference to "<u>basic</u>* pet recovery" service that provides: "*Basic service: Your pet's microchip number and your contact information will remain in the HomeAgain Recovery Database forever. You can update your contact information at www.HomeAgain.com at any time."
- 2. Where the space or other restrictions for a particular advertisement or communication about the HomeAgain membership or premium service do not provide sufficient room for one of the disclosures identified above, Defendant is not required to use one of those disclosures; provided, however, that Defendant must, either by express statement in that advertisement or communication or by link to another communication, disclose that it is not necessary for HomeAgain customers to pay for the premium or membership service in order to maintain and update for free his/her and his/her pet's information in the HomeAgain Recovery Database.
- 3. For any social media account owned by Defendant referring to the HomeAgain membership or premium service, Defendant shall not be required to post one of the above disclosures every day. Instead, Defendant will comply with its obligations under this Agreement by posting one of the above disclosures on a monthly basis.
- 4. Each disclosure used by Defendant shall be at least as large in font or print size as the text surrounding it.
- 5. Plaintiffs and Class Counsel agree that each of the above disclosures is truthful, accurate and a fair and reasonable statement to potential or actual HomeAgain customers.

- 6. If Defendant ceases to offer its premium or membership service, it shall not be required to include any of the disclosures in its marketing or advertising materials after the point at which it ceases to offer the premium or membership service.
- 7. Plaintiffs and Class Counsel agree, on behalf of the Settlement Class, that this Agreement does not preclude Defendant from making any accurate representations, including more detailed representations, in any form whatsoever, whether or not about any part of the HomeAgain program. Further, Defendant is not responsible for any representations about any part of the HomeAgain program made by any third-parties.

B. Settlement Payment

1. Subject to the conditions, representations and warranties set forth herein, Defendant shall pay or cause to be paid into the Escrow Account a total of \$3,500,000 (three million five hundred thousand dollars and no cents) pursuant to the terms and schedule set forth herein in total and complete resolution of any liability owing under this Agreement, whether individually or collectively to Plaintiffs, the Settlement Class, Settlement Class Members, Class Counsel or any other person or entity in respect to this Agreement and any matters released by this Agreement ("Settlement Payment" or "Settlement Fund"). No later than thirty (30) days after entry of the Preliminary Approval Order, Defendant shall pay or cause to be paid into the Escrow Account \$250,000 (two hundred fifty thousand dollars and no cents) (the "Initial Administration Payment"). Defendant shall pay or cause to be paid into the Escrow Account the remainder of the Settlement Payment,\$3,250,000 (three million two hundred fifty thousand dollars and no cents) ("Remaining Fund Payment"), within thirty (30) days after the Effective Date. In the event the Effective Date does not occur for any reason, Defendant shall be under no obligation to make the Remaining Fund Payment.

- 2. The Settlement Payment shall be made by wire transfer to the Escrow Account based on instructions from the Settlement Administrator.
- 3. Under no circumstances, whether for compensation to Settlement Class Members, attorneys' fees, expenses, costs of administration or notice of the Settlement, or otherwise, will Defendant or any of the Released Parties owe any obligation to any of the Releasing Parties or any of their counsel, including Class Counsel, or any other person or entity beyond the Settlement Payment of \$3,500,000 in respect to this Agreement, the Action or any matter released by this Agreement. No Settlement Class Member shall receive any payment from the Settlement Payment prior to the Effective Date.
- 4. Plaintiffs and Class Counsel are responsible for submitting to the Court and obtaining approval for an allocation of the Settlement Payment among compensation to Settlement Class Members, compensation to Plaintiffs, payment to Class Counsel for attorneys' fees, costs and expenses and the cost of notice and administration of the Settlement. Class Counsel assumes all responsibility of any kind regarding any such allocation, including without limitation all responsibility in connection with any disputes of any kind arising out of such allocation. Defendant and the Released Parties will not be involved in, or responsible for, or face liability in connection with, any such allocation.
- 5. The Court's determination regarding how much of the Settlement Payment shall be allocated to each of (i) compensation to Settlement Class Members; (ii) compensation to Plaintiffs; (iii) payment to Class Counsel for attorneys' fees, costs and expenses; and (iv) the cost of notice and administration of the Settlement shall be separate from its determination of whether to approve the Settlement. In the event the Court approves the Settlement but denies, in whole or in part, Class Counsel's requested allocation, the Settlement Agreement shall nevertheless be binding on

the Parties and Settlement Class Members. Any separate appeal from the Court's order approving or rejecting, in whole or in part, Class Counsel's requested allocation of the Settlement Payment shall not operate to terminate or cancel this Agreement or otherwise affect or delay the finality of the Final Order and Judgment or the Settlement.

6. The Court's entry of an order regarding the allocation of the Settlement Payment among the categories identified above that is different from Class Counsel's proposed allocation shall not be grounds to void the Settlement. The only remedy in the event that the Court approves an allocation of the Settlement Payment contrary to Class Counsel's proposed allocation shall be a separate appeal permitted by law, if any, by any person permitted to take such an appeal and that such appeal shall be severable from the Final Order and Judgment.

IV. <u>SETTLEMENT CLASS MEMBER COMPENSATION</u>

- 1. Each Settlement Class Member may, during the Claim Period, submit a valid and timely Claim Form to request a single and one-time payment of \$20.00 (twenty dollars) from the Settlement Payment ("the Individual Payment") to be paid beginning no sooner than thirty (30) business days after the Effective Date. No Settlement Class Member shall receive an Individual Payment sooner than thirty (30) business days after the Effective Date.
- 2. If the aggregate value of the Individual Payments to be awarded to Settlement Class Members pursuant to valid Claim Forms exceeds the amount allocated to Settlement Class Member financial compensation from the Settlement Payment by the Court, then the value of the Individual Payment to be provided to each Settlement Class Member shall be reduced on a *pro rata* basis, such that the aggregate value of the Individual Payments does not exceed the amount allocated to Settlement Class Member financial compensation from the Settlement Payment approved by the Court.

- 3. If the aggregate value of the Individual Payments to be awarded to Settlement Class Members pursuant to valid Claim Forms does not reach the amount allocated to Settlement Class Member financial compensation from the Settlement Payment approved by the Court, after the deduction of Settlement Administration Expenses, any fee award, and any incentive awards, then the value of the Individual Payment to be provided to each Settlement Class Member shall be increased to an amount equal to the total amount of the Settlement Payment allocated to Settlement Class Member financial compensation by the Court divided by the number of valid and timely submitted Claim Forms submitted by Settlement Class Members.
- 4. Under no circumstances, whether for compensation to Settlement Class Members, attorneys' fees, expenses, costs of administration or notice of the Settlement, or otherwise, will Defendant or any of the Released Parties owe any obligation to any of the Releasing Parties or any of their counsel, including Class Counsel, or any other person or entity beyond the Settlement Payment of \$3,500,000 in respect to this Agreement, the Action or any matter released by this Agreement.
- 5. The Court's determination regarding how much of the Settlement Payment shall be allocated to compensation for Settlement Class Members shall be separate from its determination of whether to approve the Settlement. In the event the Court approves the Settlement but denies, in whole or in part, Class Counsel's requested allocation for compensation to Settlement Class Members, the Settlement Agreement shall nevertheless be binding on the Parties and Settlement Class Members. Any separate appeal from the Court's order approving or rejecting, in whole or in part, Class Counsel's requested allocation of the Settlement Payment for compensation to Settlement Class Members shall not operate to terminate or cancel this Agreement or otherwise affect or delay the finality of the Final Order and Judgment or the Settlement.

- 6. Settlement Class Members seeking the Individual Payment must complete and submit to the Settlement Administrator a timely, valid and complete Claim Form. No Settlement Class Member will receive an Individual Payment who has not submitted a complete, valid and timely Claim Form to the Settlement Administrator.
- 7. Claim Forms seeking the Individual Payment must be submitted by the Claims Deadline as approved by the Court and agreed upon by the Parties.

V. PLAINTIFFS' REPRESENTATIVE AWARDS

- 1. In recognition of the time and effort Plaintiffs expended in pursing the Action and in fulfilling their obligations and responsibilities as representatives of the Settlement Class, for taking on the risks of litigation, and of the benefits conferred on the Settlement Class by the Settlement, Class Counsel will ask the Court for payment of an incentive payment or stipend from the Settlement Payment for each Plaintiff in the amount of \$2,500 (two thousand five hundred dollars), for a total of \$47,500 (forty-seven thousand five hundred dollars) for all Plaintiffs collectively. Defendant does not oppose this request by Plaintiffs and Class Counsel for incentive payments or stipends totaling no more than \$47,500 (forty-seven thousand five hundred dollars) collectively for all Plaintiffs.
- 2. Any Court approved incentive payments or stipends to Plaintiffs will be taken from the Settlement Payment. Under no circumstances, whether for compensation to Plaintiffs or Settlement Class Members, attorneys' fees, expenses, costs of administration or notice of the Settlement, or otherwise, will Defendant or any of the Released Parties owe any obligation to any of the Releasing Parties or any of their counsel, including Class Counsel, or any other person or entity beyond the Settlement Payment of \$3,500,000 in respect to this Agreement, the Action or any matter released by this Agreement.

- 3. The Court's incentive or stipend award to Plaintiffs shall be separate from its determination of whether to approve the Settlement. In the event the Court approves the Settlement but denies, in whole or in part, Plaintiffs' incentive or stipend requests, the Settlement Agreement shall nevertheless be binding on the Parties and Settlement Class Members. Any separate appeal from the Court's order approving or rejecting, in whole or in part, Plaintiffs' incentive or stipend request shall not operate to terminate or cancel this Agreement or otherwise affect or delay the finality of the Final Order and Judgment or the Settlement.
- 4. The Settlement Administrator shall pay any Court-approved stipend amounts to Plaintiffs from the Settlement Payment no later than thirty (30) business days after the Effective Date

VI. CLASS COUNSEL ATTORNEYS' FEE AND EXPENSE AWARD

- 1. Class Counsel may submit an application to the Court for an award of attorneys' fees totaling up to one-third of the Settlement Payment (\$1,166,667.00 USD), in addition to their reasonably incurred expenses to be paid separately from the Settlement Payment. Defendant does not oppose Class Counsel's request for attorneys' fees, from the Settlement Payment up to \$1,166,667.00, in addition to their reasonably incurred expenses to be paid separately from the Settlement Payment.
- 2. Any Court approved payment to Class Counsel for attorneys' fees, costs and expenses will be taken from the Settlement Payment no later than thirty (30) business days after the Effective Date. Under no circumstances, whether for compensation to Settlement Class Members, attorneys' fees, expenses, costs of administration or notice of the Settlement, or otherwise, will Defendant or any of the Released Parties owe any obligation to any of the Releasing Parties or any of their counsel, including Class Counsel, or any other person or entity beyond the

Settlement Payment of \$3,500,000 in respect to this Agreement, the Action or any matter released by this Agreement.

- 3. Class Counsel's receipt of any Court-approved payment for attorneys' fees, costs and expenses from the Settlement Payment will be in lieu of statutory fees Plaintiffs and/or their attorneys, including Class Counsel, might otherwise have been entitled to recover.
- 4. Class Counsel shall have discretion to allocate any Court-approved payment of attorneys' fees, costs and expenses from the Settlement Payment amongst Class Counsel as they may see fit subject to the applicable rules of professional responsibility. Defendant shall have no liability or other responsibility for allocation of any such attorneys' fees, costs and expenses awarded and, in the event that any dispute arises relating to the allocation of fees, expenses or costs, Class Counsel agree to hold Defendant and all Released Parties harmless from any and all such liabilities, costs (including attorneys' fees), and expenses of such dispute.
- 5. The Court's fee, expense and cost award to Class Counsel shall be separate from its determination of whether to approve the Settlement. In the event the Court approves the Settlement but denies, in whole or in part, the fee, expense and cost request by Class Counsel, the Settlement Agreement shall nevertheless be binding on the Parties and Settlement Class Members. Any separate appeal from the Court's order approving or rejecting, in whole or in part, Class Counsel's fee, expense and cost request shall not operate to terminate or cancel this Agreement or otherwise affect or delay the finality of the Final Order and Judgment or the Settlement.

VII. RELEASES AND DISMISSAL OF ACTION

1. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally and forever released, relinquished, and discharged all Released Claims against the Released Parties.

2. The Released Claims include known and unknown claims relating to the Action, and this Agreement is expressly intended to cover and include all such injuries or damages, including all rights of action thereunder. Settlement Class Members hereby expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Settlement Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Settlement Class Members hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Settlement Class Members to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Each of the Parties expressly acknowledges that it has been advised by its attorney of the contents and effect of Section 1542, and with knowledge, each of the Parties hereby expressly waives whatever benefits it may have had pursuant to such section.

Plaintiffs acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Order and Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Settlement of which this release is a part.

- 3. From and after the Effective Date, for the consideration provided herein and by operation of the Final Order and Judgment, Plaintiffs and all Settlement Class Members, on behalf of the Releasing Parties, and each of them, covenant, promise, and agree that they will not assert, prosecute, file, initiate, institute, assist in instituting or cause to be instituted (i) any Released Claim against any of the Released Parties in any forum, whether court, arbitration, regulatory agency, or otherwise; or (ii) any challenge to the validity of the releases contained in this Agreement.
- 4. Members of the Settlement Class who have opted out of the Settlement by the Exclusion Deadline do not release the Released Claims and will not obtain any benefits of the Settlement.
- 5. No later than five (5) business days after the Effective Date, the Action shall be dismissed with prejudice. Class Counsel shall have the responsibility for ensuring that the Action is dismissed with prejudice in accordance with the terms of this Agreement.
- 6. The Court shall retain jurisdiction over the Parties to this Agreement and Settlement Class Members with respect to future performance of the terms of this Agreement. In the event any application for relief is made related to this Agreement, it shall be made to the Court.
- 7. Upon the Effective Date: (a) this Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Members; and (b) the Settlement Class Members shall be permanently barred and enjoined from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or other tribunal any and all Released Claims.

VIII. PLAINTIFFS/CLASS COUNSEL'S REPRESENTATIONS AND WARRANTIES

- 1. Class Counsel represent and warrant that Plaintiffs are the only persons who (i) they represent or (ii) have contacted any or all of Class Counsel regarding any potential Released Claim against any of the Released Parties.
- 2. Class Counsel represent and warrant that they are not presently aware of any person who may have a potential Released Claim against any of the Released Parties other than Plaintiffs.
- 3. Plaintiffs represent and warrant that they have not, and will not, assign any actual or potential Released Claim to any other person or entity.

IX. NOTICE TO THE SETTLEMENT CLASS

- 1. Settlement Class List. Within twenty-one (21) days after the entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with the names, last known e-mail addresses, and mailing addresses, to the extent available, for persons within the Settlement Class for the sole purpose of the Settlement Administrator providing the Notice to the Settlement Class. This electronic document shall be called the "Settlement Class List." Defendant will use information from its HomeAgain customer database reflecting the names and last known e-mail and mailing addresses of the Settlement Class, to the extent such information is available, for purposes of the Settlement Administrator providing notice pursuant to the Settlement.
- 2. Because the names, e-mail addresses, mailing addresses, and other personal information about the Settlement Class will be provided to the Settlement Administrator for purposes of providing the Notice to the Settlement Class, the Settlement Administrator will execute a non-disclosure agreement with Defendant and will take all reasonable steps to ensure that any information provided to it by the Settlement Class will be used solely for the purpose of

effecting this Settlement. Any such information provided to the Settlement Administrator, including the Settlement Class List, will not be provided to Plaintiffs or Class Counsel.

- 3. *CAFA Notice*. Not later than ten (10) days after this Agreement is filed with the Court, Defendant at its expense shall send or cause to be sent to the Attorney General of the United States and the attorneys general of each State notice of the Settlement pursuant to 28 U.S.C. § 1715. The content of any such notice is the sole purview of Defendant and is not subject to approval by Plaintiffs, Class Counsel, the Settlement Administrator or any other person or entity.
- 4. Direct Notice. Following entry of the Preliminary Approval Order and no later than the Notice Date, the Settlement Administrator shall send the Notice via e-mail substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form and Settlement Website, to all members of the Settlement Class for whom a valid email address is available in the Settlement Class List, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, where reasonable: (i) correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice; and (ii) send the member of the Settlement Class for whom it received any "bounce-back" that was not corrected by a second email the Notice substantially in the form attached as Exhibit C via First Class U.S. Mail.
- 5. Reminder Notice. Fourteen (14) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via email substantially in the form attached as **Exhibit E**, along with an electronic link to the Claim Form, to all members of Settlement Class for whom a valid email address is available in the Settlement Class List and who did not opt out or unsubscribe from receiving emails from the Settlement Administrator.

- 6. Final Reminder Notice. Seven (7) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via email substantially in the form attached as **Exhibit F**, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Settlement Class List and who did not opt out or unsubscribe from receiving emails from the Settlement Administrator. With the prior approval of Defense Counsel and Class Counsel, the Settlement Administrator may make minor modifications to the Final Reminder Notice to improve deliverability.
- 7. Settlement Website. Prior to the Notice Date, on a date mutually agreeable to Defense Counsel and Class Counsel, Notice shall be provided on a website which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the form of **Exhibit C** hereto. All content on the Settlement Website shall be mutually agreed upon between Defendant and Defendant's Counsel on the one hand and Plaintiffs and Class Counsel on the other hand. The Settlement Website shall be removed/taken down within three (3) business days after the Effective Date.
- 8. Contact from Class Counsel. Class Counsel, in their capacity as counsel to Settlement Class Members, may from time-to-time be contacted by members of the Settlement Class regarding the Settlement. Class Counsel is permitted to provide information to members of the Settlement Class and answer questions about the Settlement; provided, however that neither Class Counsel, Plaintiffs, Defendant nor Defendant's Counsel shall encourage or solicit members of the Settlement Class or Settlement Class Members to object to or exclude themselves from the Settlement. Defendant retains the right to communicate with and respond to inquiries from members of the Settlement Class and Settlement Class Members orally and/or in writing within

the normal course of business. Defendant will instruct its relevant employees and relevant agents to direct inquiries about the Settlement to the Settlement Administrator.

- 9. The Notice shall advise members of the Settlement Class of their rights, including the right to be excluded from or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline approved by the Court and specified in the Notice, the Settlement Class Member making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel, Defendant's Counsel, and the Settlement Administrator.
- 10. Any Settlement Class Member who wishes to object to the Settlement must do so in writing in the form and manner described in \$XIII(1–6) below.

X. <u>ADMINISTRATION OF THE SETTLEMENT</u>

- 1. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall:
- a. Treat any and all documents, communications and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications or other information to any person or entity except as provided for in this Agreement or by Court order;
- b. Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number

of Claim Forms approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator;

- c. Receive opt out and other requests from members of the Settlement Class to exclude themselves from the Settlement and provide to Class Counsel and Defense Counsel a copy thereof within three (3) business days of receipt. If the Settlement Administrator receives any exclusion forms or other requests from members of the Settlement Class to exclude themselves from the Settlement after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Defense Counsel with copies thereof.
- 2. The Settlement Administrator shall be paid from the Settlement Fund in an amount approved by the Court for its work in administering the Settlement and distributing the Notice. Under no circumstances, whether for compensation to Settlement Class Members, attorneys' fees, expenses, costs of administration or notice of the Settlement, or otherwise, will Defendant or any of the Released Parties owe any obligation to any of the Releasing Parties or any of their counsel, including Class Counsel, the Settlement Administrator, or any other person or entity beyond the Settlement Payment of \$3,500,000 in respect to this Agreement, the Action or any matter released by this Agreement.
- 3. Any Settlement Class Member who, in accordance with the terms and conditions of this Agreement, neither seeks exclusion from the Settlement Class nor files a Claim Form will not be entitled to an Individual Payment, but will be bound together with all Settlement Class Members by all of the terms of Agreement, including the terms of the Final Order and Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any of the Released Claims against any of the Released Parties.

- 4. Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions shall be rejected. Where a good faith basis exists, the Settlement Administrator may reject a Settlement Class Member's Claim Form for, among other reasons, the following:
 - a. The claimant is not a Settlement Class Member;
 - b. Failure to fully complete and/or sign the Claim Form;
 - c. Illegible Claim Form;
 - d. The Claim Form is fraudulent;
 - e. The Claim Form is duplicative of another Claim Form;
 - f. Failure to submit a Claim Form by the Claims Deadline; and/or
- g. The Claim Form otherwise does not meet the requirements of this Agreement.
- 5. The Settlement Administrator shall determine whether a Claim Form meets the requirements set forth in this Agreement. Each Claim Form shall be submitted to and reviewed by the Settlement Administrator, who shall determine in accordance with the terms and conditions of this Agreement the extent, if any, to which each claim shall be allowed.
- 6. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, employing reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud, including by cross-referencing approved claims with the Settlement Class List. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an approved claim and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Agreement,

or (b) provide full and complete information as requested on the Claim Form. The Settlement Administrator will have the discretion to undertake, or cause to be undertaken, further verification and investigation, including the nature and sufficiency of any Claim Form. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

- 7. Claim Forms must be submitted by the Settlement Class Member. Except for claims submitted by an authorized individual on behalf of a Settlement Class Member that is a minor, an incapacitated person, a deceased individual, or those expressly permitted by the terms of this Agreement, Claim Forms not submitted by the Settlement Class Member will be rejected without opportunity to provide additional information or challenge the Settlement Administrator's determination.
- 8. Claim Forms that do not meet the terms and conditions of this Agreement shall be promptly rejected by the Settlement Administrator. The Settlement Administrator shall have thirty (30) days from the Claims Deadline to exercise the right of rejection. The Settlement Administrator shall notify the Settlement Class Member through the email address provided in the Claim Form of the rejection. Class Counsel and Defense Counsel shall be provided with copies of all such notifications to Settlement Class Members. If any claimant whose Claim Form has been rejected, in whole or in part, desires to contest such rejection, the claimant must, within ten (10) business days from receipt of the rejection, transmit to the Settlement Administrator by email or U.S. mail a notice and statement of reasons indicating the claimant's grounds for contesting the rejection, along with any supporting documentation, and requesting further review by the Settlement Administrator, in consultation with Class Counsel and Defense Counsel, of the denial of the claim. If Class Counsel and Defense Counsel cannot agree on a resolution of claimant's notice contesting

the rejection, the disputed claim shall be presented to the Court or a referee appointed by the Court for summary and non-appealable resolution.

- 9. No person shall have any claim against Defendant, Defense Counsel, Plaintiffs, Plaintiffs' counsel, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or Individual Payments made in accordance with this Agreement. This provision does not affect or limit in any way the right of review by the Court or referee of any disputed Claim Forms as provided in this Agreement.
- 10. Any Settlement Class Member who fails to submit a Claim Form by the Claims Deadline shall be forever barred from receiving any benefit pursuant to this Agreement, but shall in all other respects be bound by all of the terms of this Agreement, including the terms of the Final Order and Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against any of the Released Parties concerning any of the Released Claims.
- 11. Class Counsel and Defense Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.
- 12. The Settlement Administrator shall distribute Individual Payments to eligible Settlement Class Members on a date that occurs only after the Effective Date as provided in §IV(1).
- 13. If the Settlement is not approved or for any reason the Effective Date does not occur, no payments or distributions of any kind shall be made pursuant to this Agreement.
- 14. Defendant and the Released Parties are not and will not be obligated to compute, estimate, or pay any taxes on behalf of any Plaintiff, any Settlement Class Member, Plaintiffs' counsel, Class Counsel, and/or the Settlement Administrator.

XI. <u>EFFECT OF CERTIFICATION OF THE SETTLEMENT CLASS</u>

- 1. For purposes of settlement only, Plaintiffs, Class Counsel and Defendant agree that the Court should make preliminary findings and enter the Preliminary Approval Order (substantially in the form attached at **Exhibit G**) granting provisional certification of the Settlement Class subject to final findings and ratification in the Final Order and Judgment, and appointing Plaintiffs as the representatives of the Settlement Class and Class Counsel as counsel for the Settlement Class.
- 2. Defendant does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement of the Action. If this Agreement is terminated pursuant to its terms, or the Effective Date for any reason does not occur, any order certifying the Settlement Class for purposes of effectuating this Agreement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Agreement and such findings had never been made, and the Action shall return to the procedural status quo as it existed before execution of this Agreement in accordance with this paragraph.
- 3. In the event the terms or conditions of this Agreement are materially modified by any court, Defendant reserves the right, in its sole discretion to be exercised within fourteen (14) days after such a material modification, to declare this Agreement null and void. For purposes of this paragraph, material modifications include but are not limited to any modifications to the definitions of the Settlement Class, Settlement Class Members, Releasing Parties, Released Parties or Released Claims, material changes to the notice plan described in §IX, and/or any modifications to the terms of the settlement consideration described in §III.

XII. <u>SETTLEMENT NOT EVIDENCE AGAINST PARTIES</u>

- 1. The provisions contained in this Agreement are not and shall not be deemed a presumption, concession or admission by Defendant of any default, liability or wrongdoing as to any facts or claims alleged or asserted in the Action, or in any actions or proceedings, nor shall they be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal or administrative; provided, however, nothing in this Agreement shall be interpreted to prevent Defendant from introducing this Agreement where necessary to enforce its terms.
- 2. Defendant does not admit that it or any of the Released Parties has engaged in any illegal or wrongful activity or that any person has sustained any damage by reason of any of the facts complained of in the Action. Defendant does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement of the Action. Notwithstanding any other provision in this Agreement, nothing in this Agreement shall be interpreted to preclude Defendant from offering this Agreement in any action or proceeding that seeks to prosecute or continue with a Released Claim.

XIII. OBJECTIONS AND OPT OUTS

1. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing and by filing any such objection with the Court by the Objection Deadline. All written objections and supporting papers must: (1) clearly identify the case name and number; and (2) be submitted to the Settlement Administrator at the addresses listed in the Notice. Written objections must also contain: (1) the full name, address, email and telephone number of the objecting Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by any legal support for the

objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is

based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5)

a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6)

proof of membership in the Settlement Class; (7) a list of all objections filed by the objector and

his or her counsel to class action settlements in the last ten years; and (8) the signature of the

Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be

entitled to be heard at the Fairness Hearing (whether individually or through separate counsel)

unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing,

and copies of any written objections or briefs, have been timely submitted to the Court.

2. Settlement Class Members who fail to timely submit a written objection by the

Objection Deadline and in the manner specified in the Notice shall be deemed to have waived any

objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to

the Settlement. Class Counsel shall, at least fourteen (14) calendar days (or such other number of

days as the Court shall specify) before the Fairness Hearing, file any responses to any written

objections submitted to the Court by Settlement Class Members in accordance with this Agreement.

3. Objections must be served upon Class Counsel at:

Sophia G. Gold

Kaliel Gold PLLC

1100 15th Street, NW, 4th Floor

Washington, D.C. 20005

Objections must be served upon Defense Counsel at: 4.

Kristofor T. Henning

McCarter & English, LLP

1600 Market St., Suite 3900

Philadelphia, PA 19103

- 5. Objections must be served upon the Settlement Administrator at the addresses provided in the Notice;
- 6. Objecting Settlement Class Members must state in writing all objections and the reasons for each objection, and state whether he/she intends to appear at the Final Approval Hearing either with or without separate counsel. No member of the Settlement Class shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) or to object to the Settlement, and no written objections or briefs submitted by any member of the Settlement Class shall be received or considered by the Court at the Final Approval Hearing, unless written notice of the objecting class member's intention to appear at the Final Approval Hearing and copies of any written objections and/or briefs shall have been filed with the Court and served on Class Counsel, Defense Counsel, and the Settlement Administrator on or before the Objection Deadline specified in the Preliminary Approval Order. Members of the Settlement Class who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.
- 7. Exclusion or "Opt Out." Members of the Settlement Class may elect to request exclusion or "opt out" of the Settlement. To do so, they must submit a written statement to the Settlement Administrator by the Exclusion Deadline. Members of the Settlement Class who opt out of the Settlement will not release their claims pursuant to this Agreement. The opt-out right must be exercised individually by a member of the Settlement Class, and not as a member of a group, and except in the case of a deceased minor or incapacitated member of the Settlement Class, not by the act of another person acting or purporting to act in a representative capacity. To be valid, each request for exclusion must: (1) state the person's name, address, email, and phone

number; (2) be personally signed by the member of Settlement Class and not his/her attorney or anyone acting on his/her behalf; and (3) include the statement "I request to be excluded from the class settlement in *Goodman et al v. Intervet, Inc.*, Case No. 2:22-cv-02926-WJM-CLW" Requests for exclusion or opt-out that do not include all required information and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective.

- 8. Any request for exclusion or opt out must be postmarked on or before the Exclusion Deadline provided in the Court's Preliminary Approval Order. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Members of the Settlement Class who fail to submit a valid and timely request for exclusion on or before the Exclusion Deadline shall be bound by all terms of this Agreement and the Final Order and Judgment.
- 9. Any member of the Settlement Class who submits a timely request for exclusion or opt out may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Agreement.
- Administrator shall provide to Class Counsel and Defense Counsel a complete opt out list together with copies of the opt out requests. Notwithstanding any other provision of this Agreement, if more than one-thousand (1,000) members of the Settlement Class opt out of the Settlement, Defendant, in its sole discretion, may rescind and revoke the entire Agreement, thereby rendering the Settlement null and void in its entirety, by sending written notice that Defendant revokes the settlement pursuant to this paragraph to Class Counsel within ten (10) business days following the date the Settlement Administrator informs Defense Counsel of the number of Settlement Class members who have requested to opt out of the Settlement pursuant to the provisions set forth above.

11. On the date set forth in the Preliminary Approval Order, a Final Approval Hearing shall be conducted to determine final approval of the Settlement. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties shall present the Final Order and Judgment, substantially in the form attached to this Settlement Agreement as **Exhibit H**, to the Court for approval and entry.

XIV. MISCELLANEOUS PROVISIONS

- 1. The Parties agree that the recitals are contractual in nature and form a material part of this Agreement.
- 2. This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective successors, assigns, heirs, agents, employees, attorneys, representatives, officers, parents, affiliates and subsidiaries.
- 3. This Agreement and its accompanying Exhibits set forth the entire understanding of the Parties. No change or termination of this Agreement shall be effective unless in writing and signed by Plaintiffs, Class Counsel, Defendant, and Defense Counsel. Any and all previous agreements and understandings between or among the Parties regarding the subject matter of this Agreement, whether written or oral, are superseded by this Agreement.
- 4. This Agreement and the Settlement contemplated herein shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to conflict of laws principles.
- 5. The Parties shall use their best efforts to cause the Court to enter the Final Order and Judgment as promptly as possible and to take all other steps contemplated by this Agreement to effectuate the Settlement. The Parties shall not take any action intended or reasonably likely to encourage any member of the Settlement class to object to, or opt-out from, the Settlement.

- 6. All of the Parties warrant and represent that they are agreeing to the terms of this Agreement based solely upon the legal advice of their respective attorneys not any representation or omission from any Party or their counsel that they have been afforded the opportunity to discuss the contents of this Agreement with their attorneys and that the terms and conditions of this document are fully understood and voluntarily accepted.
- 7. The waiver by any Party of a breach of any term of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party. The failure of a Party to insist upon strict adherence to any provision of this Agreement shall not constitute a waiver or thereafter deprive such Party of the right to insist upon strict adherence.
- 8. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this document.
- 9. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The date of execution shall be the latest date on which any Party signs the Agreement.
- 10. This Agreement has been negotiated among and drafted by Class Counsel and Defense Counsel. To the extent there is any uncertainty or ambiguity in this Agreement, none of the Parties will be deemed to have caused any such uncertainty or ambiguity.
- 11. Except as specifically provided in this Agreement, the Parties and/or their counsel will not issue any press releases or make other public statements regarding the Settlement or the Action without prior approval of all Parties. If the Parties are ever asked by third parties (excluding their counsel or tax advisors (only to the extent that it is required for the rendering of professional services), or as required by any governmental agency or to comply with a lawfully-issued subpoena or court order) about the resolution of this matter, they may only say, in words or substance, that

the Action "has been resolved" or "is over." Nothing in this paragraph is intended or will be interpreted to inhibit or interfere with the ability of Class Counsel or Defendant's Counsel to communicate with the Court, their clients or Settlement Class Members and/or their counsel, if any.

12. The parties believe that this Agreement is a fair, adequate, and reasonable settlement of the Action, and they have arrived at this Settlement through arms'-length negotiations, taking into account all relevant factors, present and potential.

SCHEDULE OF EVENTS

EVENT	PROPOSED DUE DATE
Initial Administration Payment	30 days after Preliminary Approval
Notice Date	45 days after Preliminary Approval
Reminder Notice	14 days prior to the Claims Deadline
Final Reminder Notice	7 days prior to the Claims Deadline
Exclusion Deadline	105 days after Preliminary Approval
Objection Deadline	105 days after Preliminary Approval
Plaintiffs' Application for Attorneys' Fees and Costs, and for Service Awards for the Named Plaintiffs	110 days after Preliminary Approval
Plaintiffs' Motion for Final Approval	120 days after Preliminary Approval
Claims Deadline	90 days after Notice Date
Plaintiffs' Response to any timely, valid Objections	14 days prior to Final Approval Hearing
Final Approval Hearing	150 days after Preliminary Approval (or such other date set by the Court)
Effective Date	As defined herein in §I(10)
Remaining Fund Payment	30 days after Effective Date
Distribution of Attorneys' Fees and Incentive Awards	30 business days after Effective Date
Distribution of Individual Payments	30 business days after Effective Date

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below.

IT IS SO AGREED TO BY THE PARTIES:

Dated: 08 / 05 / 2024	CATHY GOODMAN
	By:
Dated: 08 / 05 / 2024	MATTHEW INMAN
	By:
Dated: 08 / 05 / 2024	DENNIS CANETTY
	By: Dennis Canetty, individually and as representative of the Class
Dated: 08 / 05 / 2024	BELINDA YOUNG
	By:Belinda Young, individually and as representative of the Class
Dated: 08 / 05 / 2024	Ellen Berris
	By: Ellen Berris Ellen Berris, individually and as representative of the Class
Dated: 08 / 06 / 2024	GONGJUN PENG
	By: Gongjun Peng, individually and as representative of the Class

Dated:	08 / 05 / 2024	Lyncia Sirmans
		By: Lyncia Sirmans, individually and as representative of the Class
Dated:	08 / 05 / 2024	KRISTI SCHALLER
		By: K. Schaller, individually and as representative of the Class
Dated:	08 / 05 / 2024	RACHEL LESSER
		By: Rachel Lesser Rachel Lesser, individually and as representative of the Class
Dated:	08 / 05 / 2024	KATHRYN LYELL
		By: Kathryn J. Lyell Kathryn Lyell, individually and as representative of the Class
Dated:	08 / 05 / 2024	CJ FERRY
		By:
Dated:	08 / 05 / 2024	Lydia Gomez
		By: didn L

Lydia Gomez, individually and as representative of the Class

Dated:	08 / 05 / 2024	LARHONDA MAJIED
		Lakhonda Majied By:
		Larhonda Majied, individually and as representative of the Class
Dated:	08 / 06 / 2024	AMY CRAWFORD
		By:
		Amy Crawford, individually and as representative of the Class
Dated:	08 / 05 / 2024	GAIL HES
		By: Sail E Hes Gail Hes, individually and as representative
		of the Class
Dated:	08 / 05 / 2024	CAROLYN SHEPARDSON
		Carolyn Shepardson By: Carolyn Shepardson, individually and as
		Carolyn Shepardson, individually and as representative of the Class
Dated:	08 / 05 / 2024	ERIN RADCLIFFE
		_{By:} Erin Radcliffe
		Erin Radcliffe, individually and as representative of the Class
Dated:	08 / 05 / 2024	ALISON BARNUM
		By: Min Share

Alison Barnum, individually and as representative of the Class

Dated: 08 / 06 / 2024	KIMBERLY AMACHER
	By: Kimberly Amacher, individually and as representative of the Class
Dated:	INTERVET INC. D/B/A MERCK ANIMAL HEALTH
	By:
	Name:
	Title:
IT IS SO STIPULATED BY COUNSEL:	
Dated: 08 / 06 / 2024	KALIELGOLD, PLLC By: /s/ Sophia Gold
Dated: 08 / 06 / 2024	Sophia Gold EDELSBERG LAW, P.A.
	By: /s/ Scott Edelsberg
Dated: 08 / 06 / 2024	SHAMIS & GENTILE, P.A. By: /s/
Dated: 08 / 06 / 2024	DAPEER LAW, P.A. By: /s/
	Rachel Dapeer Class Counsel

Dated:	McCarter & English LLP
	By: /s/ Kristofor Henning
	Defense Counsel

Alison Barnum, individually and as representative of the Class

Dated:	KIMBERLY AMACHER
	By:
Dated:	INTERVET INC. D/B/A MERCK ANIMAL HEALTH By: Name: Scott Bormann Title: SYP North America
IT IS SO STIPULATED BY COUNSEL:	
Dated:	KALIELGOLD, PLLC
· · · · · · · · · · · · · · · · · · ·	By: /s/ Sophia Gold
Dated:	EDELSBERG LAW, P.A.
	By: /s/ Scott Edelsberg
Dated:	SHAMIS & GENTILE, P.A.
	By: /s/ Edwin E. Elliott
Dated:	DAPEER LAW, P.A.
	By: /s/ Rachel Dapeer
	Class Counsel

Dated: 8/7/24

McCarter & English LLP

Kristofor Henning

Defense Counsel

SCHEDULE OF EXHIBITS

EXHIBIT	NAME OF DOCUMENT
A	Claim Form
В	Email Notice
С	Long Form or Settlement Website Notice
D	U.S. Mail Notice
E	Reminder Notice
F	Final Reminder Notice
G	Proposed Preliminary Approval Order
Н	Proposed Final Approval Order

EXHIBIT A

Case 2:22-cv-02926-WJM-CLW Document 74-1 Filed 08/08/24 Page 55 of 147 PageID: 754

Your claim must be submitted online or postmarked by: [DEADLINE]

Goodman et al v. Intervet, Inc.

Case No. 2:22-cv-02926-WJM-CLW (D.N.J.)

CLAIM FORM

HOME-CLAIM

I. CLAIMANT INFORMATION	
	responsibility to notify the Settlement Admininstrator of any
changes to your contact information after the subm	ission of your Claim Form.
First Name	Lock Name
First Name	Last Name
Street Address	
City	State Zip Code
Oity .	Zip odde
Email Address	Notice ID Number
Pet Name(s)	
1.	3.
2.	4.
II. PAYMENT SELECTION	
Please select <u>one</u> of the following payment options:	
_	
Virtual Prepaid Card - Enter your email address	
PayPal - Enter your PayPal email address:	
Venmo - Enter the mobile number associated w	vith your Venmo account:
Zelle - Enter the mobile number or email addres	ss associated with your account:
Physical Check - Payment will be mailed to the	address provided in Section I above.
III AFFIRMATION	
III. AFFIRMATION	
	urchased the HomeAgain premium membership for the pet(s) lge, the information on this Claim Form is true and correct.
	waived any Released Claims against the Released Parties, as
defined in the Settlement Agreement.	,
Signatura: Drintad Nam	20.
Signature: Printed Nam Date:/	ie
	itted online or mailed to the following address postmarked
on or before [CLAIMS DEADLINE]. If you do not su	ubmit this Claim Form on-line by or submit it by mail

Questions? Call [TOLL-FREE NUMBER] toll-free, or visit [SETTLEMENT WEBSITE]

post-marked by ____, you will not receive any payment from the Settlement:

To view Settlement Administrator's privacy policy, please visit [ADMIN WEBSITE]

Case 2:22-cv-02926-WJM-CLW Document 74-1 Filed 08/08/24 Page 56 of 147 PageID: 755

Your claim must be submitted online or postmarked by: [DEADLINE]

Goodman et al v. Intervet, Inc.

Case No. 2:22-cv-02926-WJM-CLW (D.N.J.)

CLAIM FORM

HOME-CLAIM

HomeAgain Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Questions? Call [TOLL-FREE NUMBER] toll-free, or visit [SETTLEMENT WEBSITE]

EXHIBIT B

UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

Goodman et al v. Intervet, Inc.
Case No. 2:22-cv-02926-WJM-CLW

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If You Purchased a HomeAgain Premium Membership, You May Be Entitled to a Payment From a Class Action Settlement.

A court authorized this notice. You are <u>not</u> being sued. This is <u>not</u> a solicitation from a lawyer.

This notice is to inform you that a settlement has been reached in a class action lawsuit against Intervet Inc. d/b/a Merck Animal Health ("Intervet" or "Defendant"). The lawsuit alleges that Intervet made misrepresentations and omissions regarding the necessity for owners of microchipped pets to pay for the HomeAgain membership or premium service in order to remain in – and update their contact information in – the HomeAgain pet recovery database. The lawsuit does not allege that the micro-chips are unsafe or ineffective or that HomeAgain's pet recovery services are ineffective. Defendant denies that it violated any law and denies any wrongdoing, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

- <u>Am I a Class Member?</u> You are a Settlement Class Member if you fall within any of the groups identified below:
- 1. All residents of Alabama who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 2. All residents of Alaska who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 3. All residents of Arizona who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 4. All residents of Arkansas who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 5. All residents of California who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 6. All residents of Colorado who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 7. All residents of Connecticut who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 8. All residents of Delaware who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 9. All residents of the District of Columbia who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 10. All residents of Florida who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 11. All residents of Georgia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 12. All residents of Hawaii who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 13. All residents of Idaho who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 14. All residents of Illinois who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 15. All residents of Indiana who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 16. All residents of Iowa who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 17. All residents of Kansas who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 18. All residents of Kentucky who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 19. All residents of Louisiana who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **20.** All residents of Maine who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 21. All residents of Maryland who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 22. All residents of Massachusetts who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 23. All residents of Michigan who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 24. All residents of Minnesota who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 25. All residents of Mississippi who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **26.** All residents of Missouri who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 27. All residents of Montana who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 28. All residents of Nebraska who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 29. All residents of Nevada who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **30.** All residents of New Hampshire who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 31. All residents of New Jersey who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 32. All residents of New Mexico who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 33. All residents of New York who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **34.** All residents of North Carolina who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 35. All residents of North Dakota who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **36.** All residents of Ohio who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 37. All residents of Oklahoma who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 38. All residents of Oregon who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- **39.** All residents of Pennsylvania who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **40.** All residents of Rhode Island who paid Defendant for a HomeAgain premium service membership between May 19, 2012, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 41. All residents of South Carolina who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 42. All residents of South Dakota who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 43. All residents of Tennessee who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 44. All residents of Texas who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 45. All residents of Utah who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 46. All residents of Vermont who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 47. All residents of Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 48. All residents of Washington who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 49. All residents of West Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **50.** All residents of Wisconsin who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED]; and
- 51. All residents of Wyoming who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED].

What Can I Get? If the Settlement is approved by the Court, Defendant will establish a Settlement Fund of \$3,500,000.00 to pay all valid and timely claims submitted by Settlement Class Members, together with notice and administration expenses, attorneys' fees and costs, and any incentive awards. If you are entitled to relief, you may submit a claim to receive a cash payment of \$20.00 ("Individual Payment") – although the amount of that payment could increase or decrease depending on the number of valid and timely claims that are submitted.

The Settlement also requires Defendant to revise as necessary all materials visible to either actual or potential HomeAgain customers that describe the HomeAgain membership or premium service, including Defendant's HomeAgain website and the Check Your Status tool and FAQs contained therein, to inform current or potential customers that it is not necessary to pay for HomeAgain's premium membership in order for a pet owners' contact information to remain – and be updated in the HomeAgain pet recovery database.

These disclosures fairly and adequately inform actual or potential customers that their pet recovery information remains in the HomeAgain pet recovery database forever, and can be updated, for free. The Settlement Agreement provides additional information about these disclosures

How Do I Get an Individual Payment? You must submit a timely and valid Claim Form no later than [claims deadline]. You can file a claim by clicking [here.] Your payment will come by check unless you elect to receive payment electronically.

What are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the settlement administrator no later than [objection/exclusion deadline]. If you exclude yourself, you cannot get an Individual Payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at www. [].com. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to Defendant's alleged misrepresentations and omissions regarding any part of the HomeAgain program will be released.

Who Represents Me? The Court has appointed lawyers from the law firms of KalielGold PLLC, Shamis & Gentile, P.A., Edelsberg Law, P.A., and Dapeer Law, P.A. to represent you. These attorneys are called Class Counsel. You will not be charged for these lawyers, they will be paid from the settlement. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at [a/p].m. on [Month 00], 2024 (subject to change) at the District Court for the District of New Jersey, located at 50 Walnut Street Room 4015, Newark, NJ 07101. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives \$2,500 each from the Settlement Fund for their service in helping to bring and settle this case. Class Counsel is entitled to seek no more than one third of the Settlement Fund, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to www. contact the settlement administrator at 1-

or HomeAgain Settlement Administrator, [address], or call Class Counsel at

EXHIBIT C

UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

Goodman v. Intervet, Inc.
Case No. 2:22-cv-02926-WJM-CLW

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If You Purchased a HomeAgain Premium Membership, You May Be Entitled to a Payment From a Class Action Settlement

A court authorized this notice. You are <u>not</u> being sued. This is <u>not</u> a solicitation from a lawyer.

- A Settlement has been reached to resolve a class action lawsuit against Intervet Inc. ("Intervet" or "Defendant"). The lawsuit alleges, among other things, that Intervet made misrepresentations and omissions regarding the necessity for owners of micro-chipped pets to pay for the HomeAgain membership or premium service in order to remain in and update their contact information in the HomeAgain pet recovery database. The lawsuit does not allege that the micro-chips are unsafe or ineffective or that HomeAgain's pet recovery services are ineffective.
- Intervet denies these allegations and denies any wrongdoing. The Court has not decided who is right.
- Your legal rights are affected whether or not you act. *Please read this Notice carefully*.
- Settlement Class Members can submit a Claim Form to receive a payment of \$20.00, although that amount could increase or decrease depending on the number of timely and valid Claim Forms submitted.
- You are a Settlement Class Member if you fall within any of the groups described below:
- 1. All residents of Alabama who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 2. All residents of Alaska who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 3. All residents of Arizona who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxxxx.com

- 4. All residents of Arkansas who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 5. All residents of California who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 6. All residents of Colorado who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 7. All residents of Connecticut who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 8. All residents of Delaware who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 9. All residents of the District of Columbia who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 10. All residents of Florida who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 11. All residents of Georgia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 12. All residents of Hawaii who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 13. All residents of Idaho who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 14. All residents of Illinois who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 15. All residents of Indiana who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 16. All residents of Iowa who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 17. All residents of Kansas who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 18. All residents of Kentucky who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 19. All residents of Louisiana who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- **20.** All residents of Maine who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 21. All residents of Maryland who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 22. All residents of Massachusetts who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 23. All residents of Michigan who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 24. All residents of Minnesota who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 25. All residents of Mississippi who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **26.** All residents of Missouri who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 27. All residents of Montana who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 28. All residents of Nebraska who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 29. All residents of Nevada who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **30.** All residents of New Hampshire who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 31. All residents of New Jersey who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 32. All residents of New Mexico who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 33. All residents of New York who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 34. All residents of North Carolina who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 35. All residents of North Dakota who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 36. All residents of Ohio who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 37. All residents of Oklahoma who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 38. All residents of Oregon who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 39. All residents of Pennsylvania who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 40. All residents of Rhode Island who paid Defendant for a HomeAgain premium service membership between May 19, 2012, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 41. All residents of South Carolina who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 42. All residents of South Dakota who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 43. All residents of Tennessee who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 44. All residents of Texas who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 45. All residents of Utah who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 46. All residents of Vermont who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 47. All residents of Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 48. All residents of Washington who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 49. All residents of West Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 50. All residents of Wisconsin who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED]; and
- 51. All residents of Wyoming who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED].

• Your legal rights are affected whether or not you act. *Please read this Notice carefully*.

	Your Rights and Choices	DEADLINE
Submit a Claim Form	The only way to get an Individual Payment is to submit a Claim Form.	Submit a Claim Form online or postmarked by: Month Day, 20YY
Exclude Yourself	Get no Individual Payment but keep any right to file your own lawsuit against Intervet about the legal claims in this lawsuit.	Submit a request for exclusion: Month Day, 20YY
Object	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement and give up your legal rights if the Court approves it, and you may still submit a Claim Form for an Individual Payment.	File an Objection: Month Day, 20YY
Attend a Hearing	Ask to speak to the Court about the fairness of the Settlement.	File a Notice of Appearance: Month Day, 20YY
Do Nothing	Get no Individual Payment but give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement. Individual Payments will be sent if the Court approves the Settlement and after any appeals are resolved in a way that upholds the Settlement.

BASIC INFORMATION

1. Why should I read this Notice?

Settlement Class Members (described above), who submit a valid and timely Claim Form are eligible to receive an Individual Payment of \$20.00, although that amount could increase or decrease depending on how many timely and valid claims are submitted.

A Court authorized this Notice because you have a right to know about the proposed Settlement of a class action lawsuit known as *Goodman et al. v. Intervet Inc.*, District Court for the District of New Jersey, Case No. 2:22-cv-02926 and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

2. What is this lawsuit about?

This lawsuit alleges that Intervet made misrepresentations and omissions regarding the necessity for micro-chipped pet owners to pay for the HomeAgain membership or premium service in order to remain in – and update their contact information in – the HomeAgain pet recovery database. You can get complete details regarding these allegations in the Third Amended Complaint available at the settlement website www.xxxxxxxxxx.com. Intervet denies these allegations and denies any wrongdoing. The Court has not decided who is right. The Parties have agreed to a Settlement.

3. Why is the lawsuit a class action?

In a class action, one or more people called "Class Representatives" (in this case, Plaintiffs Cathy Goodman, Matthew Inman, Dennis Canetty, Belinda Young, Ellen Berris, Gongjun Peng, Lyncia Sirmans, Kristi Schaller, Rachel Lesser, Kathryn Lyell, CJ Ferry, Lydia Gomez, Larhonda Majied, Amy Crawford, Gail Hes, Carolyn Shepardson, Erin Radcliffe, Alison Barnum, and Kimberly Amacher) sue on behalf of themselves and other people. Together, all those people are members of a "Settlement Class."

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Intervet. Instead, both sides have agreed to the Settlement to avoid the costs and uncertainty of further litigation. If the Settlement is approved by the Court, Settlement Class Members can receive the benefits described in this Notice. The proposed Settlement does not mean that any law was broken or that Intervet did anything wrong. Intervet denies all legal claims in this case and denies any wrongdoing. Plaintiffs and their lawyers think the proposed Settlement is best for everyone affected.

WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits, you must first determine if you are a Settlement Class Member.

5. Am I part of the Settlement?

You are a Settlement Class Member if you fall within any of the groups described below:

1. All residents of Alabama who paid Defendant for a HomeAgain

premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY

APPROVAL ORDER IS ENTERED];

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxxxx.com

- 2. All residents of Alaska who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 3. All residents of Arizona who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 4. All residents of Arkansas who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 5. All residents of California who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 6. All residents of Colorado who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 7. All residents of Connecticut who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **8.** All residents of Delaware who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 9. All residents of the District of Columbia who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 10. All residents of Florida who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 11. All residents of Georgia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 12. All residents of Hawaii who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 13. All residents of Idaho who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 14. All residents of Illinois who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 15. All residents of Indiana who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 16. All residents of Iowa who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 17. All residents of Kansas who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 18. All residents of Kentucky who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 19. All residents of Louisiana who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 20. All residents of Maine who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 21. All residents of Maryland who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 22. All residents of Massachusetts who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 23. All residents of Michigan who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 24. All residents of Minnesota who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 25. All residents of Mississippi who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 26. All residents of Missouri who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 27. All residents of Montana who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 28. All residents of Nebraska who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 29. All residents of Nevada who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **30.** All residents of New Hampshire who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 31. All residents of New Jersey who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 32. All residents of New Mexico who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 33. All residents of New York who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 34. All residents of North Carolina who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
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- 40. All residents of Rhode Island who paid Defendant for a HomeAgain premium service membership between May 19, 2012, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 41. All residents of South Carolina who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 42. All residents of South Dakota who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 43. All residents of Tennessee who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 44. All residents of Texas who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 45. All residents of Utah who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 46. All residents of Vermont who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 47. All residents of Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 48. All residents of Washington who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 49. All residents of West Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- **50.** All residents of Wisconsin who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED]; and
- 51. All residents of Wyoming who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED].

THE SETTLEMENT BENEFITS - WHAT YOU CAN GET

6. What does the Settlement provide?

Settlement Class Members who submit a valid and timely Claim Form can receive a cash payment of \$20.00 ("Individual Payment"), although that amount could increase or decrease depending on how many valid and timely Claim Forms are submitted.

HOW TO GET BENEFITS FROM THE SETTLEMENT

7. How can I get an Individual Payment?

If you are a Settlement Class Member, you must fill out and submit a Claim Form to qualify for an Individual Payment. You can submit a Claim Form at www.xxxxxxxxxx.com or by mail to the Settlement Administrator. The completed Claim Form must be submitted online or mailed, postmarked by Month Day, 20YY.

Upon receiving a completed Claim Form, the Settlement Administrator will review and confirm or deny your eligibility for an Individual Payment. If the Settlement is approved, Settlement Class Members who submit a valid and timely Claim Form will receive an Individual Payment.

8. When will I receive my Individual Payment?

The Court will hold a hearing on **Month Day, 20YY**, at _:___.m. (subject to change), to decide whether to finally approve the Settlement. Even if the Court approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. You will *not* receive an Individual Payment until any appeals are resolved in a way that upholds the Settlement. Please be patient.

9. What else does the Settlement provide?

If the Settlement is approved, Intervet will revise as necessary all materials visible to either actual or potential HomeAgain customers that describe the HomeAgain membership or premium service, including Defendant's HomeAgain website and the Check Your Status tool and FAQs contained therein, to inform current or potential customers that it is not necessary to pay for HomeAgain's premium membership in order for a pet owners' contact information to remain – and be updated – in the HomeAgain pet recovery database.

These disclosures fairly and adequately inform actual or potential customers that their pet recovery information remains in the HomeAgain pet recovery database forever, and can be updated, for free. The Settlement Agreement provides additional information about these disclosures.

10. What am I giving up to receive an Individual payment?

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against Intervet about the legal issues in this lawsuit, including any existing lawsuit, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments made by the Court will bind you. If you submit a Claim Form for an Individual Payment or do nothing at all, you will be releasing Intervet from all of the legal claims described and identified in the Settlement Agreement.

The Settlement Agreement is available at www.xxxxxxxxx.com. The Settlement Agreement provides more details regarding the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the Class Counsel, the lawyers representing the Settlement Class listed in Question 11 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has appointed lawyers from the law firms KalielGold PLLC, Shamis & Gentile, P.A., Edelsberg Law, P.A., and Dapeer Law, P.A. to represent you and the other Settlement Class Members. The lawyers are called Class Counsel. They are experienced in handling similar class action cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

You may contact Class Counsel if you have any questions about this Notice or the Settlement. *Please do not contact the Court.*

12. How will Class Counsel lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees not to exceed \$1,166,667.00 USD, plus litigation costs. If approved by the Court, these attorneys' fees and litigation costs will be paid out of the Settlement Fund.

Class Counsel will also ask the Court for a service award to each Class Representative in an amount not to exceed \$2,500 each, for their participation as Class Representatives, for taking on the risks of the lawsuit, and for Settlement of their individual legal claims as Settlement Class Members in this lawsuit. If approved by the Court, the service awards will be paid out of the Settlement Fund.

YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep your right to sue or continue to sue Intervet on your own about the legal issues in this lawsuit, then you must take steps to exclude yourself from the Settlement (get out of the Settlement). This is called "excluding yourself"—or "opting out" of the Settlement Class.

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a written "request for exclusion" that includes:

• Your name, address, email and telephone number;

Questions? Call 1-xxx-xxx-xxxx, or Visit www.xxxxxxxxxx.com

- Your personal signature and not a signature of your lawyer or anyone acting on your behalf; and
- The statement "I/we request to be excluded from the class Settlement in *Goodman et al v. Intervet Inc.*, Case No. Case No. 2:22-cv-02926-WJM-CLW."

You must mail your Request for Exclusion postmarked by Month Day, 20YY to:

HomeAgain Settlement Attn: Exclusions P.O. Box 58220 Philadelphia, PA 19102

If you do not follow these procedures and meet the deadline, you will remain a Settlement Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights in this lawsuit will be determined by the Settlement Agreement if it receives final approval from the Court.

14. If I exclude myself, can I get anything from the Settlement?

No. If you exclude yourself, you cannot receive an Individual Payment. However, you may sue, continue to sue, or be part of a different lawsuit against Intervet about the legal issues in this lawsuit.

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or any part of it.

15. How do I tell the Court that I do not agree with the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Note: You cannot ask the Court to order a different Settlement. The Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, no Individual Payments will be sent out and the lawsuit will continue.

To object to the Settlement, you must do so in writing and your objection must be filed with the Court or mailed with a postmark date no later than **Month Day, 20YY**.

Martin Luther King Building & U.S. Courthouse 50 Walnut Street Room 4015 Newark, NJ 07101

Your objection and any supporting papers must (a) clearly identify the case name and number (*Goodman et al v. Intervet Inc.*, Case No. 2:22-cv-02926-WJM-CLW); and (b) be submitted to Class Counsel, Defense Counsel, and the Settlement Administrator at the following addresses postmarked no later than **Month Day, 20YY**:

Class Counsel	Defense Counsel	Settlement Administrator
Sophia G. Gold	Kristofor T. Henning	HomeAgain Settlement
Kaliel Gold PLLC	McCarter & English, LLP	Attn: Objections
1100 15th Street, NW, 4th Floor	1600 Market St., Suite 3900	P.O. Box 58220
Washington, D.C. 20005	Philadelphia, PA 19103	Philadelphia, PA 19102

Written objections must include:

• Your full name, address, email and telephone number;

- A written statement of all grounds for the objection accompanied by any legal support for the objection (if any);
- Copies of any papers, briefs or other documents upon which the objection is based;
- A list of all persons who will be called to testify in support of the objection (if any);
- A statement of whether you intend to appear at the Fairness Hearing;
- Proof of membership in the Settlement Class;
- A list of all objections filed by you, the objector and your lawyer to any and all class action settlements in the last ten years; and
- Your signature and the signature of your lawyer, if any.

If you file a timely objection, it will be considered by the Court at the Fairness Hearing. You do not need to attend the Fairness Hearing for the Court to consider your objection.

If you do not submit a written objection in accordance with the deadline and procedure set forth above, you will waive your right to object and to be heard at the Fairness Hearing.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object because you are no longer part of the lawsuit.

YOUR RIGHTS – APPEARING AT THE FAIRNESS HEARING

The Court will hold a "Fairness Hearing" to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court will hold a Fairness Hearing at _:__ a.m/p.m. on Month Day, 20YY, (subject to change) at the District Court for the District of New Jersey, located at 50 Walnut Street Room 4015, Newark, NJ 07101.

At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and costs. If there are objections, the Court will consider them. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

<u>Note</u>: The date and time of the Fairness Hearing are subject to change by Court Order. Any change will be posted at www.xxxxxxxxx.com. You should check this website to confirm that the date and/or time have not changed.

18. Do I have to attend the Fairness Hearing?

No. Class Counsel will answer all questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you submit an objection, you do not have to attend the hearing to talk

about your objection. As long as you filed your written objection by the deadline, the Judge will consider it. You may also pay your own lawyer to attend if you like.

19. May I speak at the Fairness Hearing?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit about the Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in this lawsuit, you must include in your objection a statement of whether you intend to appear at the Fairness Hearing. You must also provide all other information required to object to the Settlement (Question 15 above).

YOUR RIGHTS - DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, and you are part of the Settlement Class, you will remain part of the Settlement Class, and you will <u>not</u> get an Individual Payment from the Settlement. In addition, unless you exclude yourself, you will <u>not</u> be permitted to continue to assert Released Claims in any other lawsuit against Intervet about the legal issues in this case, ever again.

GETTING MORE INFORMATION

21. Are there more details available about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.xxxxxxxxxx.com.

22. How do I get more information?

Visit www.xxxxxxxxx.com, where you will find answers to common questions about the Settlement, the Settlement Agreement, the Motion for Preliminary Approval, Class Counsel's request for attorneys' fees and expenses and Motion for Final Approval of the Settlement (once filed), and other important documents in the case.

You can also contact the Settlement Administrator:

Call Toll-Free: 1-xxx-xxxx

Write to: HomeAgain Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE REGARDING THIS NOTICE.

EXHIBIT D

COURT ORDERED LEGAL NOTICE

HomeAgain premium you may be entitled If you purchased a to a cash payment from a class action membership, settlement.

enclosed Claim Form **CLAIMS DEADLINE** You must complete and return the **6**

cash payment. to receive a

Questions?

c/o [CLAIMS ADMINISTRATOR Goodman et al v. Intervet, Inc. CITY, STATE ZIP] **ADDRESS**

«Barcode»

Postal Service: Please do not mark barcode

Confirmation Code: «Confirmation Code» Notice ID: «Notice ID»

«FULL NAME»

«CF_CARE_OF_NAME»
«CF_ADDRESS_1»
«CF_ADDRESS_2»
«CF_CITY», «CF_STATE» «CF_ZIP»

«CF_COUNTRY»

UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY Goodman v. Intervet, Inc., No. 2:22-cv-02926-WJM-CLW

A class action settlement has been reached in the above referenced lawsuit against Intervet, Inc. entitling members of the Settlement Class who make a claim to a cash payment of \$20.00, although that amount could increase or decrease depending on how many timely and valid claims are submitted. This Notice is being sent to provide you information about your rights. INTERVET denies that it violated any law and denies any wrongdoing, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case. The Court has not decided the merits of the case.

Why am I getting this Notice? The parties have agreed to settle this case. You have been identified as a potential "Settlement Class Member" from INTERVET's HomeAgain data because you may have purchased a HomeAgain premium membership during the relevant time period (which depends on what state you live in). What is this lawsuit about? The Settlement resolves a lawsuit claiming, among other things, that INTERVET made misrepresentations and omissions regarding the necessity for owners of micro-chipped pets to pay for the HomeAgain membership or premium service in order to maintain and update their contact information in the HomeAgain pet recovery database. The lawsuit does not allege that the micro-chips are unsafe or ineffective or that HomeAgain's pet recovery services are ineffective

Settlement terms. Settlement Class Members who submit a valid and timely Claim Form are eligible to receive an Individual Payment of \$20.00, although that amount could increase or decrease depending on how many timely and valid claims are submitted.

How do I receive Payment? To receive a payment, you must timely complete and mail the attached Claim Form or complete and submit the Claim Form online at [SETTLEMENT WEBSITE]. To be considered, Claim Forms must be submitted or postmarked by **CLAIMS DEADLINE** **Do I have any other options?** If you do not want to be legally bound by the Settlement, you must exclude yourself by [OPT-OUT DEADLINE]. Unless you exclude yourself, you will not be able to sue or continue to sue INTERVET for any claims that are released as part of the Settlement. If you stay in the Settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by [OBJECTION DEADLINE]. The Long Form Notice, available at the Settlement Website, explains how to exclude yourself or object. The Court will hold a hearing on [HEARING DATE], to consider whether to finally approve the Settlement, Class Counsel's

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request for attorneys' fees and Service Awards for the Class Representatives. More details and the full terms of the proposed Settlement are available at [SETTLEMENT WEBSITE]. 3. AFFIRMATION (required): By signing below, I affirm that I am the person who purchased the HomeAgain premium Please provide the email address or phone number associated with your PayPal, Venmo, or Zelle account, or an «Barcode» 1. ADDRESS CORRECTION (use the fields below to provide updated address information) How do I get more information? Go to [SETTLEMENT WEBSITE] or call toll-free [TOLL-FREE NUMBER] Zip Code: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check State: HOME AGAIN CLAIM FORM 2. SELECT FROM ONE OF THE FOLLOWING PAYMENT OPTIONS: Pet Names: «NAMES» email address for the Virtual Prepaid card: «FIRST NAME» «LAST NAME» NOTICE ID: «NOTICE ID» «ADDRESS» Street: City:

membership for the pet(s) identified above and that to the best of my knowledge, the information on this Claim form is true and correct. I understand that, upon the Effective Date, I will have waived any Released Claims against the

Released Parties, as defined in the Settlement Agreement. I understand that, to be considered, this Claim Form must

be submitted online or postmarked by

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POSTAGE PREPAID MARK	Date: ///	
	nature: Printed Name:	HomeAgain Settlement c/o [SETTLEMENT ADMINISTRATOR] [ADDRESS] [CITY, STATE ZIP]

EXHIBIT E

TO: «Settlement Class Member Email Address» FROM: HomeAgain Settlement Administrator

RE: REMINDER: WILL YOU SUBMIT A CLAIM IN THE HOMEAGAIN SETTLEMENT?

«FIRST NAME» «LAST NAME»

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

IMPORTANT REMINDER

The Deadline to Submit a Claim Form in the HomeAgain Class Action Settlement is **DEADLINE**.

A court authorized this notice. You are <u>not</u> being sued. This is <u>not</u> a solicitation from a lawyer.

You were previously sent notice about the class action settlement *Goodman v. Intervet, Inc.*, Case No. 2:22-cv02926-WJM-CLW (D.N.J.). You are eligible to submit a Claim Form to receive an Individual Payment of \$20.00, although that amount may increase or decrease depending on how many valid and timely Claim Forms are submitted.

DO YOU WANT TO RECEIVE A SETTLEMENT PAYMENT?

CLAIM MY PAYMENT

You can also visit WEBSITE to download a Claim Form to submit by mail. The completed Claim Form must be submitted online or mailed, **postmarked** by Month Day, 20YY.

HOW DO I GET MORE INFORMATION?

For more information, you can visit WEBSITE, or contact the Settlement Administrator:

HomeAgain Settlement 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 Email: Email Address

Call Toll-Free: 1-XXX-XXX-XXXX

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE REGARDING THIS NOTICE.

Unsubscribe

EXHIBIT F

TO: «Settlement Class Member Email Address» FROM: HomeAgain Settlement Administrator

RE: YOU HAVE ONE WEEK TO SUBMIT A CLAIM IN THE HOMEAGAIN SETTLEMENT

«FIRST NAME» «LAST NAME»

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

The Deadline to Submit a Claim Form in the HomeAgain Class Action Settlement is ONE WEEK Away.

Goodman v. Intervet, Inc.
Case No. 2:22-cv-02926-WJM-CLW (D.N.J.)

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

DO YOU WANT TO RECEIVE A SETTLEMENT PAYMENT?

Click below to submit your Claim Form before the XXXXX deadline.

CLAIM MY PAYMENT

You can also visit WEBSITE to download a Claim Form to submit by mail. The completed Claim Form must be submitted online or mailed, **postmarked** by Month Day, 20YY.

HOW DO I GET MORE INFORMATION?

For more information, you can visit WEBSITE, or contact the Settlement Administrator:

HomeAgain Settlement 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 Email: Email Address

Call Toll-Free: 1-XXX-XXX-XXXX

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE REGARDING THIS NOTICE.

Unsubscribe

EXHIBIT G

UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

CATHY GOODMAN, et al., : Civil Action No. 2:22-cv-2926-WJM-CLW

Plaintiffs, :

v. : <u>Civil Action</u>

INTERVET INC.,

Hon. William J. Martini, U.S.D.J.

Defendant. : Hon. Cathy L. Waldor, U.S.M.J.

:

[PROPOSED] ORDER CONDITIONALLY CERTIFYING SETTLEMENT CLASS, PRELIMINARILY APPROVING CLASS SETTLEMENT, APPROVING FORM OF NOTICE, DIRECTING DISSEMINATION OF NOTICE, AND SCHEDULING FINAL FAIRNESS HEARING

Plaintiffs have moved under Federal Rule of Civil Procedure 23(e) for an order, *inter alia*, conditionally certifying the Settlement Class for settlement purposes only, appointing them as representatives of the Settlement Class, appointing their counsel as Class Counsel, preliminarily approving the Settlement as set forth in the Settlement Agreement, appointing Angeion Group, LLC as Settlement Administrator, and approving the form and procedure for distributing the Notice to the Settlement Class (ECF No. _____). Terms capitalized herein not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement. The Court has reviewed and considered all papers filed in connection with the motion, including the Settlement Agreement, and all exhibits attached thereto. On the basis thereof, and on all of the files, records, and proceedings herein, Plaintiffs' motion is **GRANTED**.

IT IS HEREBY FURTHER ORDERED THAT:

- This Court has jurisdiction over the subject matter of this Action and jurisdiction over the Parties.
- 2. For settlement purposes only, this Action may be maintained as a class action under Federal Rule of Civil Procedure 23(b)(3) on behalf of the Settlement Class, defined as follows:
 - All persons who are members of any of the "Statewide Settlement Classes" defined on Appendix A to this Order. Excluded from the Settlement Class are all persons who are employees, directors, officers, and agents of Defendant or its parents, subsidiaries or affiliated companies, as well as the Court and its immediate family and staff.
- 3. In light of the agreement to settle the Action and the resulting elimination of any individual issues that Defendant would argue preclude certification of the Settlement Class for litigation purposes, the Court makes a preliminary finding that, for settlement purposes only, the prerequisites to class certification under Rule 23(a) are satisfied, to-wit:
 - a. The Settlement Class is so numerous that joinder of all members is impracticable;
 - b. There are questions of law and fact common to members of the Settlement Class;
 - c. The claims of Plaintiffs are typical of the claims of members of the Settlement Class; and
 - d. Plaintiffs and Class Counsel have fairly and adequately represented the interests of the Settlement Class and will continue to do so under the guidance of experienced counsel.
- 4. In light of the agreement to settle the Action and the resulting elimination of any individual issues that Defendant would argue preclude certification of the Settlement Class for litigation purposes, the Court makes a preliminary finding that, for settlement purposes only, the prerequisites to class certification under Rule 23(b)(3) are satisfied, to-wit:
 - a. Common questions of law and fact predominate over individual questions affecting individual members of the Settlement Class; and

- b. Certification of the Settlement Class is superior to other available methods for the fair and efficient resolution of this controversy.
- 5. If the Settlement set forth in the Settlement Agreement is not finally approved by the Court or for any reason the Effective Date does not occur, the Settlement Class shall be decertified, all Parties' rights to litigate all class certification and other issues will be restored to the same extent as if the Settlement Agreement had never been entered into, and no Party shall assert that another Party is estopped from taking any position relating to class certification based on the Settlement Agreement.
- 6. For the purposes of the Settlement and pursuant to Rule 23(a)(1), Plaintiffs Cathy Goodman, Matthew Inman, Dennis Canetty, Belinda Young, Ellen Berris, Gongjun Peng, Lyncia Sirmans, Kristi Schaller, Rachel Lesser, Kathryn Lyell, Jeffrey Henderson, CJ Ferry, Lydia Gomez, Larhonda Majied, Amy Crawford, Gail Hes, Carolyn Shepardson, Erin Radcliffe, Alison Barnum, and Kimberly Amacher are hereby appointed as representatives of the Settlement Class. The Court finds, for settlement purposes only, that Plaintiffs have fairly and adequately represented the interests of the Settlement Class.
- 7. For the purposes of the Settlement and pursuant to Rule 23(a)(1), the Court appoints Sophia Gold of KalielGold PLLC; Edwin E. Elliott and Andrew Shamis of Shamis & Gentile, P.A,; Scott Edelsberg of Edelsberg Law; and Rachel Dapeer of Dapeer Law, P.A. as counsel for the Settlement Class ("Class Counsel").
- 8. The Court affirms the authority of Class Counsel and Plaintiffs to execute the Settlement Agreement on behalf of themselves and the Settlement Class.
- 9. The terms and conditions of the Settlement set forth in the Settlement Agreement place the Settlement within the range of fair and reasonable settlements, making appropriate further

consideration at a hearing held pursuant to notice to the Settlement Class. The Court therefore preliminarily approves the Settlement and Settlement Agreement and directs the Parties to perform and satisfy the terms and conditions of the Settlement Agreement that are thereby triggered.

- 10. A hearing (the "Fairness Hearing") shall be held on ______, 2024, _______.m. before the undersigned in Courtroom No. 4B, United States Courthouse, United States District Court for the District of New Jersey. All papers in support of Final Approval of the Settlement and in response to objections to the Settlement shall be filed no later than 120 days after the entry of this Order (30 days before the Fairness Hearing). Any motion for attorneys' fees and costs and expenses and/or any application for Class Representative Service Awards shall be filed no later than 110 days of entry of this Order (40 days before the Fairness Hearing).
- 11. The date of the Fairness Hearing will be included in the Notice. The purpose of the Fairness Hearing will be to, *inter alia*: (a) determine whether the Settlement set forth in the Settlement Agreement is fair, reasonable, and adequate, and should be finally approved; (b) determine whether the Final Order and Judgment should be entered dismissing this litigation with prejudice, forever releasing the Released Parties from all Released Claims, and permanently barring Settlement Class Members from bringing any lawsuit or other action based on the Released Claims; and (c) consider other Settlement-related matters, including an award of appropriate attorneys' fees and costs to Class Counsel, and class representative incentive awards to Plaintiffs.
- 12. The Court may adjourn, continue, and reconvene the Fairness Hearing pursuant to oral announcement without further notice to eligible members of the Settlement Class, and the Court may consider and grant final approval of the Settlement set forth in the Settlement

Agreement, with or without minor modification agreed to by the Parties, and without further notice to eligible members of the Settlement Class.

- 13. The Court appoints Angeion Group, LLC to serve as Settlement Administrator.
- 14. The Court has reviewed the Notice exhibits to the Settlement Agreement, including the Email Notice, Long Form or Settlement Website Notice, Reminder Notice, Final Reminder Notice, and Postcard Notice. The Court approves the form and content of the Notice. The Court also approves the method of directing notice to eligible members of the Settlement Class, as set forth in in the Settlement Agreement. The Court finds that the Notice is reasonable; constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and that it meets the requirements of Due Process and Rule 23. Specifically, the Court finds that the Notice complies with Rule 23(e) as it is a reasonable manner of providing notice to the Settlement Class who would be bound by the Settlement. The Court also finds that the Notice complies with Rule 23(c)(2), as it is the most practicable notice under the circumstances, provides individual notice to members of the Settlement Class who can be identified through a reasonable effort, and is reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of this Action, the terms of the Settlement, and their right to object to the Settlement or exclude themselves from the Settlement Class.
- 15. Within forty-five (45) days after entry of this Order, the Settlement Administrator will disseminate individual copies of the Notice to be sent via email as provided in the Agreement.
- 16. The Court finds that the foregoing plan for notice to eligible members of the Settlement Class is reasonable; constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and is in compliance with the requirements of Rule 23 and applicable standards of Due Process. Specifically, the Court finds that the Notice and the plan for dissemination complies

with Rule 23(e) as it is a reasonable manner of providing notice to members of the Settlement Class who would be bound by the Settlement. The Court also finds that the Notice complies with Rule 23(c)(2), as it is the most practicable notice under the circumstances, provides individual notice to all members of the Settlement Class who can be identified through a reasonable effort, and is reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of this Action, the terms of the Settlement, and their right to object to the Settlement or exclude themselves from the Settlement Class.

- 17. Prior to the Fairness Hearing, Class Counsel shall file with the Court an affidavit from a representative of the Settlement Administrator confirming that the plan for disseminating the Notice to the Settlement Class has been accomplished in accordance with this Order and the Settlement Agreement.
- 18. Members of the Settlement Class who wish to exclude themselves from the Settlement Class must request exclusion within sixty (60) days after the Notice Date and in accordance with the instructions set forth in the Notice. Settlement Class Members who do not submit timely and valid requests for exclusion will be bound by the terms of the Settlement Agreement in the event it is finally approved by the Court and the Effective Date occurs, and by any orders and judgments subsequently entered in the Action, whether favorable or unfavorable, regardless of whether they submit a Claim to the Settlement Administrator. Members of the Settlement Class who submit timely and valid requests for exclusion will not be bound by the terms of the Settlement Agreement or by any orders or judgments subsequently entered in the Action, and they may not submit a Claim to the Settlement Administrator.
- 19. Members of the Settlement Class who do not request exclusion may submit written comments on or objections to the Settlement no later than the date that is forty-five (45) days before the

Fairness Hearing (60 days after the Notice Date). Any Member of the Settlement Class who has not requested exclusion may also attend the Fairness Hearing, in person or through counsel, and if he/she has submitted written objections, may pursue those objections. No Settlement Class Member, however, shall be entitled to contest the foregoing matter in writing and/or at the Fairness Hearing unless he/she has served and filed with the Court by [OBJECTION] **DEADLINE**] copies of the statement of objection, together with any supporting brief and all other papers he/she wishes the Court to consider. To be valid and considered by the Court, an objection must state: (i) the full name, address, email and telephone number of the objecting Settlement Class Member; (ii) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (iii) copies of any papers, briefs or other documents upon which the objection is based; (iv) a list of all persons who will be called to testify in support of the objection (if any); (v) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (vi) proof of membership in the Settlement Class; (vii) a list of all objections filed by the objector and his or her counsel to class action settlements in the last ten years; and (viii) the signature of the Settlement Class Member and her or his counsel, if any. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court by the Objection Deadline as ordered by the Court in this Order and served concurrently therewith upon Class Counsel, Defendant's Counsel, and the Settlement Administrator.

20. If the objection is made by or through an attorney, the written objection must also include: (1) the identity and number of the Settlement Class Members represented by objector's counsel;(2) the number of such represented members of the Settlement Class who have opted out of the Settlement Class; and (3) the number of such represented Settlement Class Members who

have remained in the Settlement Class and have not objected. If the attorney intends to seek fees and expenses from anyone other than the objectors he or she represents, the attorney shall also file with the Court and serve upon Class Counsel and Defendant's Counsel, not later than forty-five (45) days before the Final Fairness Hearing or as the Court may otherwise direct, a document containing the following: (i) the amount of fees sought by the attorney for representing the objector and the factual and legal justification for the fees being sought; (ii) a statement regarding whether the fees being sought were calculated on the basis of a lodestar, contingency, or other method; (iii) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; and (iv) the attorney's hourly rate.

- 21. Any such objection, brief, notice of appearance, or other related document must be mailed to the Court at the following address: Martin Luther King Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101 and served upon each of the following persons:
 - a. Settlement Class Counsel: Sophia G. Gold, Kaliel Gold PLLC, 1100 15th Street, NW,4th Floor, Washington, D.C. 20005;
 - b. Defendant's Counsel: Kristofor T. Henning & Mark M. Makhail, McCarter & English,
 LLP, 4 Gateway Center, 100 Mulberry Street, Newark, NJ 07102; and
 - c. Settlement Administrator at the address provided in the Notice.
- 22. Unless otherwise directed by the Court, any Settlement Class Member who does not submit a statement of objection in the manner specified above will be deemed to have waived any objection to the Settlement.
- 23. The Court establishes the following schedule consistent with the Parties' Settlement Agreement:

Event Calendar Days After Entry of This Order	Date
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Notice Date	45 days	
Plaintiffs' Application for Attorneys' Fees and Costs, and for Service Awards for the Named Plaintiffs	110 days	
Exclusion Deadline	105 days	
Objection Deadline	105 days	
Motion for Final Approval	120 days	
Final Approval Hearing	150 days (or when convenient for the Court)	

- 24. Pending the Fairness Hearing: (i) all proceedings in this Action, other than proceedings necessary to carry out the terms and provisions of the Settlement Agreement, or as otherwise directed by the Court, are hereby stayed and suspended; and (ii) the Releasing Parties are prohibited from initiating or pursuing any Released Claim against any of the Released Parties.
- 25. If the proposed Settlement Agreement is not finally approved by the Court or for any reason the Effective Date does not occur, the Settlement Agreement will be regarded as nullified, certification of the Settlement Class for settlement purposes will be vacated, and the steps and actions taken in connection with the proposed Settlement (including this Order (except as to this paragraph and paragraph 1) and any judgment entered herein) shall become void and have no further force or effect. In such event, the Parties and their counsel shall take such steps as may be appropriate to restore the pre-settlement status of the litigation.
- 26. Neither the Settlement Agreement nor the provisions contained therein, nor any negotiations, statements, or proceedings in connection therewith shall be construed, or deemed to be evidence of, an admission or concession on the part of any of the Plaintiffs, Class Counsel, Defendant, any Settlement Class Member, or any other person, of any liability or wrongdoing

by any of them, or of any lack of merit in their claims or defenses, or of any position on whether any claims may or may not be certified as part of a class action for litigation purposes.

27. The Court retains jurisdiction over this action, the Parties, and all matters relating to the Settlement Agreement.

IT IS SO ORDERED.

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The Honorable William J. Martini United States District Judge

APPENDIX A

- 1. All residents of Alabama who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 2. All residents of Alaska who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 3. All residents of Arizona who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 4. All residents of Arkansas who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 5. All residents of California who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 6. All residents of Colorado who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 7. All residents of Connecticut who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 8. All residents of Delaware who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 9. All residents of the District of Columbia who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 10. All residents of Florida who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 11. All residents of Georgia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 12. All residents of Hawaii who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 13. All residents of Idaho who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 14. All residents of Illinois who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 15. All residents of Indiana who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 16. All residents of Iowa who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 17. All residents of Kansas who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 18. All residents of Kentucky who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 19. All residents of Louisiana who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **20.** All residents of Maine who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 21. All residents of Maryland who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- **22.** All residents of Massachusetts who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 23. All residents of Michigan who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 24. All residents of Minnesota who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 25. All residents of Mississippi who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 26. All residents of Missouri who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 27. All residents of Montana who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 28. All residents of Nebraska who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 29. All residents of Nevada who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 30. All residents of New Hampshire who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 31. All residents of New Jersey who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 32. All residents of New Mexico who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 33. All residents of New York who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **34.** All residents of North Carolina who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 35. All residents of North Dakota who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 36. All residents of Ohio who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 37. All residents of Oklahoma who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 38. All residents of Oregon who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 39. All residents of Pennsylvania who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **40.** All residents of Rhode Island who paid Defendant for a HomeAgain premium service membership between May 19, 2012, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 41. All residents of South Carolina who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 42. All residents of South Dakota who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 43. All residents of Tennessee who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **44.** All residents of Texas who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 45. All residents of Utah who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 46. All residents of Vermont who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 47. All residents of Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **48.** All residents of Washington who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 49. All residents of West Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 50. All residents of Wisconsin who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED]; and
- 51. All residents of Wyoming who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED].

EXHIBIT H

UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

Plaintiffs,

v. : <u>Civil Action</u>

INTERVET INC.,

Hon. William J. Martini, U.S.D.J.

Defendant. : Hon. Cathy L. Waldor, U.S.M.J.

:

[PROPOSED] ORDER FINALLY APPROVING CLASS ACTION SETTLEMENT AND <u>FINAL JUDGMENT</u>

WHEREAS, by order dated ______, this Court granted preliminary approval of the proposed class action settlement between the parties in this Action.

WHEREAS, the Court also provisionally certified the Settlement Class for settlement purposes, approved the procedure for giving notice and forms of notice, and set a final fairness hearing to take place on ______. On that date, the Court held a duly noticed final fairness hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate; (2) whether a judgment should be entered dismissing Plaintiffs' operative complaint on the merits and with prejudice in favor of Defendant and against all persons or entities who are Settlement Class Members; (3) whether and in what amount to award attorney's fees and expenses to Class Counsel; (4) whether and in what amount to award incentive payments to the Plaintiffs.

WHEREAS, the Court considered all matters submitted to it at the hearing and otherwise, and it appears that notice substantially in the form approved by the Court was given in the manner that the Court ordered.

WHEREAS, the Settlement was the result of extensive and intensive arms-length negotiations over several months. Counsel for the parties are highly experienced in this type of litigation, with full knowledge of the risks inherent in this Action. The extent of the independent investigations by counsel for the parties, and the factual record compiled, suffices to enable the parties to make an informed decision as to the fairness and adequacy of the Settlement.

WHEREAS, the Court has determined that the proposed Settlement of the claims of the Settlement Class Members against Defendant, as well as the release of Defendant and the Released Parties, the significant relief provided to the Settlement Class Members as described in the Settlement Agreement, and the award of attorney's fees and expenses and incentive payments requested, are fair, reasonable and adequate.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

- 1. The Settlement Agreement, including any attachments thereto, is expressly incorporated by reference into this Final Order and Judgment and made a part hereof for all purposes. Except where otherwise noted, all capitalized terms used in this Final Order and Judgment shall have the meanings set forth in the Settlement Agreement.
- 2. The Court has personal jurisdiction over the Parties and all Settlement Class Members, and has subject-matter jurisdiction over this Action, including, without limitation, jurisdiction to approve the proposed settlement, to grant final certification of the Settlement Class, to settle and release all claims arising out of the transactions alleged in Plaintiffs' complaint in the Action, and to dismiss this Action on the merits and with prejudice.
- 3. The Court finds, for settlement purposes only and conditioned upon the entry of this Final Order and Judgment and upon the occurrence of the Effective Date, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all

members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class they seek to represent for purposes of settlement; (d) the Plaintiffs have fairly and adequately represented the interests of the Settlement Class and will continue to do so, and the Plaintiffs have retained experienced counsel to represent them; (e) for purposes of settlement, the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; and (f) for purposes of settlement, a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. The Court also concludes that, because this Action is being settled rather than litigated, the Court need not consider manageability issues that might be presented by any trial in this case. See Amchem Prods., Inc. v. Windsor, 521 U.S. 591, 620 (1997). In making these findings, the Court has considered, among other factors: (i) the interests of Settlement Class Members in individually controlling the prosecution or defense of separate actions; (ii) the impracticability or inefficiency of prosecuting or defending separate actions; (iii) the extent and nature of any litigation concerning these claims already commenced; and (iv) the desirability of concentrating the litigation of the claims in a particular forum. The Court takes guidance in its consideration of certification and settlement issues from Girsh v. Jepson, 521 F.2d 153, 157 (3rd Cir. 1975) and its progeny.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally certifies this Action for settlement purposes as a class action on behalf of: All persons who are members of any of the "Statewide Settlement Classes" defined on Appendix A to this Order (the "Settlement Class"). As defined in the Settlement Agreement, "Settlement Class Member(s)" means any member of the Settlement Class who does not elect exclusion or opt out from the Settlement Class pursuant to the terms and conditions for exclusion set out in the Settlement Agreement and Notice. Excluded from the Settlement Class are all persons who are employees,

directors, officers, and agents of Defendant or its parents, subsidiaries and affiliated companies, as well as the Court and its immediate family and staff.

- 5. The Court appoints Sophia Gold of KalielGold PLLC; Edwin E. Elliott and Andrew Shamis of Shamis & Gentile, P.A.; Scott Edelsberg of Edelsberg Law; and Rachel Dapeer of Dapeer Law, P.A. as counsel for the Settlement Class ("Class Counsel"). The Court designates named Plaintiffs Cathy Goodman, Matthew Inman, Dennis Canetty, Belinda Young, Ellen Berris, Gongjun Peng, Lyncia Sirmans, Kristi Schaller, Rachel Lesser, Kathryn Lyell, Jeffrey Henderson, CJ Ferry, Lydia Gomez, Larhonda Majied, Amy Crawford, Gail Hes, Carolyn Shepardson, Erin Radcliffe, Alison Barnum, and Kimberly Amacher as the representatives of the Settlement Class. The Court finds that these named Plaintiffs and Class Counsel have fully and adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement and have satisfied the requirements of Rule 23(a)(4) of the Federal Rules of Civil Procedure.
- 6. The Court finds that the e-mail and post-card notice in accordance with the terms of the Settlement Agreement and this Court's Preliminary Approval Order, and as explained in the declarations filed before the Fairness Hearing:
- (a) constituted the best practicable notice to members of the Settlement Class under the circumstances of this Action;
- (b) were reasonably calculated, under the circumstances, to apprise members of the Settlement Class of (i) the pendency of this class action, (ii) their right to exclude themselves from the Settlement Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including without limitation final certification of the Settlement Class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of the Settlement Class' representation by Plaintiffs or Class Counsel, and/or the award of attorneys' and

representative fees), (iv) their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and (v) the binding effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all persons and entities who do not request exclusion from the Settlement Class;

- (c) constituted reasonable, due, adequate, and sufficient notice to all persons and entities entitled to be provided with notice; and
- (d) fully satisfied the requirements of the Federal Rules of Civil Procedure, including Rule 23(c)(2) and (e) of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Rules of this Court, and any other applicable law.
- 7. The Court finds that Defendant provided notice of the proposed settlement to the appropriate state and federal government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given the appropriate state and federal government officials the requisite ninety (90) day time period (pursuant to 28 U.S.C. § 1715) to comment or object to the proposed settlement before entering its Final Order and Judgment and no such objections or comments were received.
- 8. The terms and provisions of the Settlement Agreement, including any and all amendments and exhibits, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable and adequate as to, and in the best interests of, the Plaintiffs and the Settlement Class Members, and in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and any other applicable law. The Court finds that the Settlement Agreement is fair, adequate and reasonable based on the following factors, among other things:
- (a) There is no fraud or collusion underlying this settlement, and it was reached after good faith, arms-length negotiations.

- (b) The complexity, expense and likely duration of the litigation favor settlement on behalf of the Settlement Class, which provides meaningful benefits on a much shorter time frame than otherwise possible. Based on the stage of the proceedings and the amount of investigation and discovery completed, the parties had developed a sufficient factual record to evaluate their chances of success and the proposed settlement.
- (c) The support of Class Counsel, who are highly skilled in class action litigation such as this, and the Plaintiffs, who have participated in this litigation and evaluated the proposed settlement, also favors final approval.
- (d) The settlement provides meaningful relief to the Settlement Class Members, including the injunctive relief and financial benefits described below, and certainly falls within the range of possible recoveries by the Settlement Class Members.

The parties are directed to consummate the Settlement Agreement in accordance with its terms and conditions. The Court hereby declares that the Settlement Agreement is binding on all Parties and Settlement Class Members, and it is to be preclusive in all pending and future lawsuits or other proceedings.

- 9. As described in the Settlement Agreement, Defendant has agreed to (1) make a total payment of \$3,500,000 for the Settlement, inclusive of (i) compensation to Settlement Class Members; (ii) notice and administration costs; (iii) attorney's fees and expenses to Class Counsel; and (iv) incentive payments to Plaintiffs and (2) make the disclosures described in the Settlement Agreement regarding its HomeAgain premium service. Nothing in this Final Order and Judgment shall prevent Defendant from implementing disclosure changes prior to the Effective Date. This Final Order and Judgment does not preclude Defendant from making further disclosures or any changes to its disclosures as described in the Settlement Agreement.
 - 10. Pursuant to Rule 23(h) of the Federal Rules of Civil Procedure, the Court hereby

awards Class Counsel attorney's fees and expenses in the amount of \$ _____ and stipends of \$2,500 to each Plaintiff, for a total of \$45,000. All such payments and all compensation to Settlement Class Members shall be taken from the Settlement Payment, made pursuant to the schedule set forth in the Settlement Agreement and Defendant shall not be obligated to make any payment in connection with the Settlement in addition to the Settlement Payment.

- 11. This Action is hereby dismissed with prejudice and without costs as against Defendant and the Released Parties.
- 12. Upon the Effective Date, the Releasing Parties (as that term is defined in the Settlement Agreement) shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally and forever released, relinquished, and discharged all Released Claims against the Released Parties.
- 13. The Released Claims include known and unknown claims relating to the Action, and the Settlement Agreement is expressly intended to cover and include all such injuries or damages, including all rights of action thereunder. Settlement Class Members have expressly, knowingly, and voluntarily waived the provisions of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Settlement Class Members have expressly waived and relinquished any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment,

the Settlement Class Members have acknowledged that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe exist with respect to Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims known or unknown, suspected or unsuspected, that they have against the Released Parties. In furtherance of such intention, the release herein given by the Settlement Class Members to the Released Parties shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional different claims or facts. Each of the parties expressly acknowledged that it has been advised by its attorney of the contents and effect of Section 1542, and with knowledge, each of the parties has expressly waived whatever benefits it may have had pursuant to such section. Plaintiffs have acknowledged, and the Settlement Class Members shall be deemed by operation of the Final Order and Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Settlement of which this release is a part.

- 14. Members of the Settlement Class who have opted out of or sought exclusion from the settlement by the date set by the Court do not release their claims and will not obtain any benefits of the settlement.
- 15. The Court orders that, upon the Effective Date, the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Members. The Court thus hereby permanently bars and enjoins Plaintiffs, all Settlement Class Members, and all persons acting on behalf of, or in concert or participation with such Plaintiffs or Settlement Class Members (including but not limited to the Releasing Parties), from: (a) filing, commencing, asserting, prosecuting, maintaining, pursuing, continuing, intervening in, or participating in, or receiving any benefits from, any lawsuit, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based upon or asserting any of the Released Claims; (b) bringing a class action

on behalf of Plaintiffs or Settlement Class Members, seeking to certify a class that includes Plaintiffs or Settlement Class Members, or continuing to prosecute or participate in any previously filed and/or certified class action, in any lawsuit based upon or asserting any of the Released Claims.

- 16. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor any of the documents or statements generated or received pursuant to the claims administration process, shall be:
- (a) offered by any person or received against Defendant as evidence or construed as or deemed to be evidence of any presumption, concession, or admission by Defendant of the truth of the facts alleged by the Plaintiffs or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or other judicial or administrative proceeding, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault or wrongdoing of Defendant;
- (b) offered by any person or received against Defendant as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Defendant or any other wrongdoing by Defendant;
- (c) offered by any person or received against Defendant or as evidence of a presumption, concession, or admission with respect to any default, liability, negligence, fault, or wrongdoing, or in any way interpreted, construed, deemed, invoked, offered, received in evidence, or referred to for any other reason against any of the settling parties, in any civil, criminal, or administrative action or proceeding; provided, however, that nothing contained in this paragraph

shall prevent the Settlement Agreement (or any agreement or order relating thereto) from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate the settlement (or any agreement or order relating thereto) or the Final Order and Judgment, or in which the reasonableness, fairness, or good faith of the parties in participating in the settlement (or any agreement or order relating thereto) is an issue, or to enforce or effectuate provisions of the settlement, the Final Order and Judgment, or the release as to Defendant, Plaintiffs, or the Settlement Class Members; or

(d) offered by any person or received against any Plaintiff or class representative as evidence or construed as or deemed to be evidence that any of their claims in any of the cases consolidated herein lack merit.

Notwithstanding the foregoing, Defendant may file the Settlement Agreement, this Final Order and Judgment, and/or any of the documents or statements referred to therein in support of any defense or claim that it is binding on and shall have *res judicata, collateral estoppel*, and/or preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and/or any other Settlement Class Members, and each of them, as well as their heirs, executors, administrators, successors, assigns, and/or any other of the Releasing Parties.

- 17. The Court has jurisdiction to enter this Final Order and Judgment. Without in any way affecting the finality of this Final Order and Judgment, this Court expressly retains exclusive and continuing jurisdiction over the parties, including the Settlement Class, and all matters relating to the administration, consummation, validity, enforcement and interpretation of the Settlement Agreement and of this Final Order and Judgment, including, without limitation, for the purpose of:
- (a) enforcing the terms and conditions of the Settlement Agreement and resolving any disputes, claims or causes of action that, in whole or in part, are related to or arise out of the Settlement Agreement, and/or this Final Order and Judgment (including, without

limitation: whether a person or entity is or is not a Settlement Class Member; whether claims or

causes of action allegedly related to this Action are or are not barred or released by this Final Order

and Judgment; and whether persons or entities are enjoined from pursuing any claims against

Defendant and/or the Released Parties);

(b) entering such additional orders, if any, as may be necessary or appropriate

to protect or effectuate this Final Order and Judgment and the Settlement Agreement (including,

without limitation, orders enjoining persons or entities from pursuing any claims against Defendant

and/or the Released Parties), or to ensure the fair and orderly administration of the Settlement; and

(c) entering any other necessary or appropriate orders to protect and effectuate

this Court's retention of continuing jurisdiction over the Settlement Agreement, the settling parties,

and the Settlement Class Members.

18. Without further order of the Court, the settling parties may agree to reasonably

necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

19. In the event that the Effective Date does not occur, certification shall be

automatically vacated and this Final Order and Judgment, and all other orders entered and releases

delivered in connection herewith, shall be vacated and shall become null and void.

IT IS SO ORDERED, this _____ day of _____, 20___.

THE HONORABLE WILLIAM J. MARTINI

UNITED STATES DISTRICT COURT JUDGE

APPENDIX A

- 1. All residents of Alabama who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 2. All residents of Alaska who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 3. All residents of Arizona who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 4. All residents of Arkansas who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 5. All residents of California who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 6. All residents of Colorado who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 7. All residents of Connecticut who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 8. All residents of Delaware who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 9. All residents of the District of Columbia who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 10. All residents of Florida who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 11. All residents of Georgia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 12. All residents of Hawaii who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 13. All residents of Idaho who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 14. All residents of Illinois who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 15. All residents of Indiana who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 16. All residents of Iowa who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 17. All residents of Kansas who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 18. All residents of Kentucky who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 19. All residents of Louisiana who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **20.** All residents of Maine who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 21. All residents of Maryland who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 22. All residents of Massachusetts who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 23. All residents of Michigan who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 24. All residents of Minnesota who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 25. All residents of Mississippi who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 26. All residents of Missouri who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 27. All residents of Montana who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 28. All residents of Nebraska who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 29. All residents of Nevada who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **30.** All residents of New Hampshire who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 31. All residents of New Jersey who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- 32. All residents of New Mexico who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 33. All residents of New York who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 34. All residents of North Carolina who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 35. All residents of North Dakota who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **36.** All residents of Ohio who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 37. All residents of Oklahoma who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 38. All residents of Oregon who paid Defendant for a HomeAgain premium service membership between May 19, 2021, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **39.** All residents of Pennsylvania who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- **40.** All residents of Rhode Island who paid Defendant for a HomeAgain premium service membership between May 19, 2012, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 41. All residents of South Carolina who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **42.** All residents of South Dakota who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 43. All residents of Tennessee who paid Defendant for a HomeAgain premium service membership between May 19, 2017, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 44. All residents of Texas who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 45. All residents of Utah who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 46. All residents of Vermont who paid Defendant for a HomeAgain premium service membership between May 19, 2016, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- 47. All residents of Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];

- **48.** All residents of Washington who paid Defendant for a HomeAgain premium service membership between May 19, 2018, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **49.** All residents of West Virginia who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED];
- **50.** All residents of Wisconsin who paid Defendant for a HomeAgain premium service membership between May 19, 2019, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED]; and
- 51. All residents of Wyoming who paid Defendant for a HomeAgain premium service membership between May 19, 2020, and [INSERT DATE PRELIMINARY APPROVAL ORDER IS ENTERED].



Title Time Sensitive -- Home Again Settlement Agreement for Class...

File name content

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sent 18:01:27 UTC (cathygoodman108@gmail.com), MATTHEW INMAN

(sactown4good@yahoo.com), Dennis Canetty (denniscanetty@gmail.com), Belinda Young (aliens8mybuick@gmail.com), Ellen Berris

(nwaups@bellsouth.net), Gongjun Peng (ang.jun@live.com),

Lyncia Sirmans (lyncias@gmail.com), Kristi Schaller

(kristi.schaller@gmail.com), Rachel Lesser

(rlesser82@gmail.com), Kathryn Lyell (kajo125@yahoo.com), CJ

FERRY (cj.ferry@comcast.net), LYDIA GOMEZ



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(lydialm1977@hotmail.com), LARHONDA MAJIED

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Kimberly Amacher (kimkoch1521@gmail.com) from

gpalacios@shamisgentile.com

IP: 134.56.254.34

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e	08 / 05 / 2024	Signed by Gongjun Peng (ang.jun@live.com)
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p	08 / 05 / 2024	Signed by Alison Barnum (alison4488@gmail.com)
SIGNED	18:54:04 UTC	IP: 50.86.212.34

r	08 / 05 / 2024	Signed by CJ FERRY (cj.ferry@comcast.net)
SIGNED	18:54:47 UTC	IP: 76.24.77.85

p	08 / 05 / 2024	Signed by Dennis Canetty (denniscanetty@gmail.com)
SIGNED	18:59:29 UTC	IP: 104.28.55.228



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